

BODY CORPORATE FOR ATLANTIS WEST CTS 8790

TO ALL OWNERS & RESIDENTS CONSIDERING RENOVATION OF APARTMENTS

Attached please find a copy of the latest issue of the Atlantis West Renovation Procedure, Agreement and Conditions Document (**The Agreement**).

The By-laws of the Body Corporate for **Atlantis West CTS 8790** are included in the Community Management Statement (CMS), and By-laws 31 to 35 inclusive specifically refer to the conditions applying to the renovation of lots and common property.

Please read the attached Agreement carefully and ensure that you comply with the Procedure, Agreement and Conditions. Failure to comply will result in possible legal action to enforce conformity with the Agreement.

While it is mandatory to fully comply with the whole Agreement, some of the more important factors are set out below:

1. Renovations involving alteration, removal and/or modification to primary structures are strictly forbidden unless covered by a Structural Engineer's Certificate and approval from both the Gold Coast City Council and the Body Corporate.
2. All renovations must be carried out or be supervised by a Licensed Builder.
3. The Installation of hard flooring, including timber or ceramic tiles must not proceed without first obtaining written consent of the Committee and satisfying the requirements of By-law 34 that specifies the use of sound proofing materials and other procedures to be followed. For balcony tiling refer to Renovation Conditions Item 9.
4. Note specifically the requirement for Certification and Completion notices from Electrical and Plumbing trades, Fire Protection Engineers and Wet Area Sealers.
5. You as the owner or resident are responsible for the conduct of your primary contractor and all trades personnel. You must ensure they comply with all aspects of the Agreement and the "**Notice to Contractors engaged in Building & Installation work in Atlantis West**".
6. **Please note that Trade working hours are strictly 8.30 a.m. to 4.30 p.m. Monday to Friday, and excessive construction noise such as jack-hammering, and masonry/hammer drilling is restricted to 10 a.m. to 3.00 p.m. and notice of jack-hammering and masonry/hammer drilling must be notified to the Building Manager 3 days prior to commencement so that other residents may be informed of the work.**
7. **Finally, please be aware of the Body Corporate inspection requirements, and insurance requirements which are mandatory under this Agreement** and apply to the primary contractor and sub-contractors.

BODY CORPORATE FOR ATLANTIS WEST CTS 8790
RENOVATION PROCEDURE, AGREEMENT & CONDITIONS

See By-law 31

1. The term 'renovation' means any renovation, alteration or modification to internal design including individual or multiple renovation of kitchens, bathrooms, laundry, walls, ceilings, floors, tiling, doors, cupboards and fittings, electrical and/or plumbing equipment and/or other alteration or renovation inside a unit carried out by an Owner Builder or Contractor. However the Agreement excludes painting, laying carpets, changing light fittings, curtains and blinds. If there is any doubt about the work falling within the scope of this agreement you should discuss the matter with the Building Manager or the appropriate Committee Member.
2. Written application must be made, and addressed to **Atlantis West Body Corporate Committee**, and handed to the Building Manager for Committee approval to carry out any renovation or alteration to any Lot (unit), **prior to the commencement of the renovation.**
3. The application will include **two (2) copies of this agreement including 2 copies of fully detailed and legible, plans and specifications of the renovation proposed.** It should also include the dates when work will commence and an estimated date of completion. The Committee reserves the right to inspect the progress of the works at any time and will inspect it at the completion of the work.
4. **All renovations must be carried out by a Queensland Building and Construction Commission (QBCC) licensed builder or Owner Builder. This person or entity is deemed to be the Primary Contractor under this Agreement. (See page 6)**
5. **Owner builders must comply with the requirements of the QBCC relating to Owner builders and attach a copy of their Owner Builders Permit to this application.**
6. Renovations involving alteration, removal or modification to primary structural walls or pillars, installation of windbreaks, major alterations to plumbing, or, the repositioning of water or waste pipes penetrating the floor slab, will only be permitted if covered by fully certified drawings by a competent and qualified Structural Engineer or plumber (as applicable) or other appropriate authority. Such renovations and alterations will require Gold Coast City Council (GCCC) approval. The GCCC will require written and stamped approval confirmation by the Atlantis West Body Corporate Committee, (a copy of this document) before considering the issue of a Decision Notice or other form of approval.

7. Renovations involving removal or repositioning of secondary (non-structural) walls and fire rated walls, may require GCCC building approval.
8. Sprinkler system heads and plumbing can only be added, removed, or repositioned by, and with the approval of, a competent Fire Protection Engineer in conjunction with the current Body Corporate contracted Fire Protection Entity. Such approval is required to be part of the renovation application. (See paragraph 5, page 4)
9. A copy of the Primary Contractor's current Public Liability Insurance Cover for \$5,000,000 minimum must be supplied and attached, as part of this Agreement, before work commences.
10. **The Atlantis West "Renovation Procedure, Agreement & Conditions" consists of a seven (7) page document and must be completed and submitted as a whole document, to the Building Manager as part of the application approval, before work commences.**
11. **The Atlantis West "Renovation Agreement" (page 3) must be signed by both the Chairman of The Body Corporate or his delegate and the Owner. The Owner's signature must be witnessed.**
12. **The Atlantis West "Renovation Conditions Agreement" (page 7) is to be signed by both the Owner and the Primary Contractor.**
13. Any application approved by The Body Corporate and requiring further approval by the GCCC or other authority must be returned to the Body Corporate for final approval before work commences.

RENOVATION AGREEMENT

Between: **ATLANTIS WEST CTS 8790 (ATLANTIS WEST)**

And..... **(THE OWNER)**

Relating to the Renovation to Lot (Unit).....Number Level.....

- A. I have read the Atlantis West By-Laws and acknowledge that they form part of this Agreement, and I agree to be bound by them, and I accept that I must pay any consultant's costs incurred by the Body Corporate in considering this application.
- B. I have read the full **Atlantis West Renovation Procedure, Agreement and Conditions Document** and fully understand all conditions and procedures. I accept and agree to comply with all aspects as stated therein.
- C. I accept, that at all times I will be responsible for the conduct of all trades persons who enter the unit and/or common property, and this will apply if I am in residence or not.
- D. Any damage caused by the owner or his/her contractor to Body Corporate Property will be charged to the owner.
- E. I agree to an inspection of the proposed renovation site by the Building Manager and Body Corporate representative, prior to work commencing, as part of this application.
- F. I agree to further progress inspections and a final inspection of the renovation, within 14 days of completion of the work, to ensure full compliance with this Agreement, and submission of the certifications and compliance certificates required as per paragraphs 2, 3 and 5 on page 4.
- G. Any cleaning, damage or repair to common property required to be undertaken by The Body Corporate will be charged to the owner.
- H. The Body Corporate Committee for Atlantis West acknowledges receipt of the application for renovations, and has approved the application by stamping, dating and signing each page.

Signed (Owner)..... Date.....

To be signed in the presence of the below named Witness.

Printed name of owner.....

Address.....

Phone.....E-mail.....Mobile.....

Signed (Witness).....Date.....

Printed Name of Witness.....

Address of Witness.....

Signed.....Date.....

Signed as approved by The Body Corporate for Atlantis West CTS 8790

Approval Stamp Here

BODY CORPORATE FOR ATLANTIS WEST CTS 8790

RENOVATION CONDITIONS

1. All renovation work is to be carried out in accordance with the existing Atlantis West building structural specification, The Building Act 1975 (as currently amended), The Standard Building Regulation 1993 (as currently amended), The Building Code of Australia (as currently amended) and the Fire Regulations (as currently amended)
2. All electrical work is to be carried out in accordance with Australian Standard AS3000 (as currently amended), by appropriately Licensed, and competent Electrical Contractors. Within 14 days of completion of the renovation, the Electrical Contractor will send a signed completion notice to the Building Manager certifying that all electrical work has been completed in accordance with AS3000 (as currently amended) and that all circuits have been tested and found satisfactory.
3. All plumbing work is to be carried out by an appropriately Licensed and competent Plumbing Contractor in accordance with Australian Standard AS3500 (as currently amended). Any major alteration or modification to plumbing will require Gold Coast City Council (GCCC) approval and issue of a GCCC approval certificate. Prior to the commencement of plumbing work, water and waste pipes penetrating the floor slab to the unit below, are to be sealed and waterproofed. Within 14 days of completion of the renovation the Plumbing Contractor will send a signed completion notice (and GCCC certification, as applicable) to the Building Manager certifying that all plumbing work has been carried out in accordance with AS3500 (as currently amended) and that all plumbing has been pressure tested and found satisfactory.
4. Plumbing, electrical, water, or air conditioning inspection ports or manholes in ceilings and/or walls, must remain accessible and are not to be altered or permanently covered without the specific approval of the Body Corporate.
5. Any alteration to the unit fire Sprinkler system, fire doors or common fire rated walls must be clearly detailed in the plans and specifications and approved by the Queensland Fire Authority. Alteration work to the fire sprinkler system is to be carried out by a recognised, competent Fire Protection Engineer in conjunction with the current Body Corporate Fire Protection Entity. A certificate covering all work noted in this paragraph, confirming compliance with the relevant Australian Standards and Fire Regulations, given to the Building Manager within 14 days of completion of the work.
6. **The unit entry foyer, kitchen, laundry and bathroom floors were the only floor areas where tiling or “hard surfacing” was previously permitted. All other floor areas were to be carpeted over heavy duty rubber or felt underlay.**
7. **The “hard surfacing” with timber, ceramic tiles or marble may now be installed on floors of dining rooms, living rooms, family rooms or bedrooms, subject to the written approval of the Committee – See By-Law 34.**

8. Kitchen and Entry Foyer floor areas are to be sound-proofed using a high quality acoustic underlay under the conditions and requirements as specified in By-law 34.
9. **Balcony floor tiling – see the attached document entitled “Variable Balcony Tile Scopes”. Tilers are to adhere to the relevant scope of works, such as under the headings “Full Retiling”, Scope 1, or the maintenance regimes of Scopes 2 and 3.**

As the existing balcony tiles that were made in Portugal are no longer available, sample(s) of tiles proposed for replacement purposes are to be submitted to the Body Corporate Committee for approval.
10. In addition to item 9 above you should also note that the interior walls of balconies cannot be repainted (unless damaged) and then only repainted to match the exterior walls of the building.
11. **The machine cutting of tiles, aluminium sheeting or extrusion, or metallic, stone, marble or composite materials is not permitted on balcony areas.**
12. No changes are permitted to the aluminium balcony doors, unit window joinery, or to the Main Foyer Entry Fire Door. Door closers on fire doors are not to be removed.
13. **All renovation work can only be carried out between the hours of 8:30am and 4:30pm Monday to Friday. No work is to be carried out on public holidays or weekends.**
14. **Procedures creating excessive construction noise, such as jack hammering, and masonry/hammer drilling, are restricted to between the hours of 10.00am and 3.00pm. Three days’ notice of the intention to carry out such work must be posted in writing, on all notice boards, by the Building Manager at the request of the Owner, in order that neighbours and other close residents can be advised.**
15. Owners are to ensure that all trade vehicles, park in the western trade vehicle parking area with entry through the western gate, off Admiralty Drive and not in the upper or lower visitors car parks.
16. Owners are to provide Contractors with entry keys *and/or* fobs as necessary, and be aware that full security measures are adopted and kept in place, ensuring that all keys and fobs are returned to the owner on completion of the work.
17. Trade persons are to use the Roller Door entry on B1 off the western car park for all deliveries and access. There will be no deliveries through the front reception area and trade persons will not be permitted to enter or leave the building through the front reception area.
18. The Service lift is the only lift to be used for transporting tools, equipment materials and waste matter. Trades persons are to ensure that the rubber mat obtainable from the Building Manager is used at all times to protect the lift floor.

19. All work is to be carried out in a clean and efficient manner. Common area foyers are to be protectively covered from the service lift to the unit door at all times when work is being performed. The foyer carpet must be cleaned immediately after use each day. If deemed necessary the foyer and/or the lift will be commercially cleaned at a cost to the owner and all other damage to common property, caused by the renovation, will be rectified at the owner's expense.
20. Contractor's waste must be removed by the Contractor and not placed in the Atlantis West refuse system. Contractor's rubbish skips can be placed where directed in the western car park, but must not be left over weekends.
21. Atlantis West shopping trolleys are not to be used by Trades people to transport tools, equipment or materials. Trolleys are provided for Contractors' use and these are at the roller door by the western car park. The Primary Contractor will ensure that all Sub-Contractors abide by the terms, and conditions of this Agreement.
22. The Body Corporate Committee reserves the right to inspect the renovation in progress at any time, and the completed renovation no later than 14 days after the date of completion, or at a time prior to the owner moving in.
23. At this time all Contractors certifications as required under these conditions must be in the hands of the Building Manager. If it is found that the renovation has not been completed in accordance with the plans and specifications originally approved by the Body Corporate, then the owner will be requested to make such alterations as to ensure compliance.

BODY CORPORATE FOR ATLANTIS WEST CTS 8790

RENOVATION CONDITIONS AGREEMENT

I / We acknowledge that we have read and understand the procedure and conditions relating to the renovations proposed for Lot (unit) number**Atlantis West**

I / We, the undersigned, agree to abide by the conditions and comply with all of the procedures.

.....Owner(s) Date.....

.....Owner(s) Phone No.....

.....Primary Contractor

Name as shown on QBCC Card and Trading Name or Name on Owner Builder Permit

ABN.....QBCC License or Owner Builder Permit No.....

Address..... Phone No.....

.....

Signed.....Primary Contractor Date.....