

# CAPITAL HILL CAPITAL

## **RULES**

### **Capital Hill Apartments**

**Units Plan No. 3259**

**27 August 2015**

The Rules for Capital Hill Apartments are drawn up for the good governance, management and operation of the property under the authority of the *Unit Titles (Management) Act 2011* and associated ACT legislation.

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# 1 Definitions, etc

## 1.1 Meaning of words

Words in italics are defined terms. Defined terms (in any form) mean:

*Balcony* includes a courtyard, terrace or balcony that forms part of a *unit*.

*Building Act* means the Building Act 2004 (ACT).

*Building works* means works, alterations, additions, damage, removal, repairs or replacement of:

- (a) *common property* structures, including the *common property* walls, floor and ceiling enclosing your *unit*. *Common property* walls include windows and doors in those walls; or
- (b) the structure of your *unit*; or
- (c) the internal walls inside your *unit* (e.g. a wall dividing two rooms in your *unit*); or
- (d) *common property* services; or
- (e) services in *Capital Hill Apartments*, whether or not they are for the special use of your *unit*.

*Building works* include altering or removing an *inter-tenancy wall* according to Rule 14 (“*Inter-tenancy walls*”). *Building works* exclude:

- (a) minor fit out works inside a *unit*; and
- (b) minor works or alterations to the interior of *common property* walls enclosing a *unit* (e.g. hanging pictures or attaching items to walls in your *unit*).

*Capital Hill Apartments* means Units Plan No. 3259

*Car space* means the car space that forms part of a *unit*.

*Common property* means common property in *Capital Hill Apartments* and personal property of the *Owners Corporation*.

*Developer* means Capital Hill Residences Developments Pty Limited and its successors in title (other than an *owner*)

*Executive Committee* means the Executive Committee of the *Owners Corporation*

*External appearance* means the appearance of any external surface of a *unit* which:

- (a) is visible from outside a *unit*; or
- (b) is visible by an *owner* or an *occupier* using *Capital Hill Apartments* according to the Rules and any easements affecting *Capital Hill Apartments* (or parts of it).

*Garbage room* means the *common property* garbage room.

*Government agency* means a governmental or semi-governmental administrative, fiscal or judicial department or entity.

*Hot water system* means the *common property* hot water system.

*Intercom* means the *common property* security intercom servicing the *units*. The *intercom* includes, without limitation:

- (a) the controller in the Communications Room;

- (b) the *common property* cables, wires and ducts connecting the intercom station to *units*;
- (c) audio intercom to exterior of the foyers and the car park; and
- (d) individual intercoms in the *units*.

*Inter-tenancy wall* means a wall between two *units*. See Rule 14 (“*Inter-tenancy walls*”) about making alterations to or removing *inter-tenancy walls*.

*Lifts* means the *common property* lifts which service the *units*. The *lifts* include, without limitation:

- (a) the lift cars;
- (b) the lift motor room; and
- (c) all other equipment, cables and ducts used for the operation of the *lifts*.

*Occupier* means the occupier, lessee or licensee of a *unit*.

*Owner* means:

- (a) the owner for the time being of a *unit*; and
- (b) if a *unit* is subdivided or re-subdivided, the owners for the time being of the new *units*; and
- (c) for a special privilege Rule, the owner(s) of the *unit(s)* benefiting from the Rule; and
- (d) a mortgagee in possession of a *unit*.

*Owners Corporation* means the Owners Corporation established under section 38 of the *Unit Titles Act* by the registration of Units Plan No. 3259 and continued in existence by s.150 of the *Unit Titles (Management) Act*.

*Owners Corporation Managing Agent* means the person appointed by the *Owners Corporation* as its Manager under section 50 of the *Unit Titles (Management) Act*.

*Security key* means a key, magnetic card or other device or information used in *Capital Hill Apartments* to open and close *common property* doors, gates or locks or to operate alarms, security systems or communication systems. See Rule 17 (“*Security at Capital Hill Apartments*”) for more information.

*Special privilege Rules* means Rules granting *owners* special privileges, such as special use, of *common property* according to Section 22 of the *Unit Titles (Management) Act*.

*Unit* means units 1 to 63 (inclusive) in *Capital Hill Apartments* and including any:

- (a) units into which they are subdivided or re-subdivided with the consent of the relevant *government agency*; and
- (b) *unit subsidiary* that relates to that unit.

*Units lease* means the provisions of the lease of your *unit* between you, the relevant *government agency* and the Australian Capital Territory granted or arising under the *Unit Titles Act*.

*Unit subsidiary* is a part of a parcel identified as a unit subsidiary annexed to a *unit* in the units plan for *Capital Hill Apartments*.

*Unit Titles Act* means the Unit Titles Act 2001 (ACT).

*Unit Titles (Management) Act* means the Unit Titles (Management) Act 2011 (ACT)

## **1.2 Interpreting the Rules**

Headings do not affect the interpretation of the Rules.

In the Rules a reference to:

- (a) words that this Rule does not explain have the same meaning as they do in the *Unit Titles Act* or the *Unit Titles (Management) Act*; and
- (b) “you” means an *owner* or *occupier* of a *unit*; and
- (c) Rules means the Rules under the *Unit Titles (Management) Act* which are in force for *Capital Hill Apartments*; and
- (d) a thing includes the whole or each part of it; and
- (e) a document includes any variation or replacement of it; and
- (f) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (g) a person includes an individual, a firm, a body corporate, an incorporated association or an authority; and
- (h) a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns; and
- (i) the singular includes the plural and vice versa.

## **2 About the Rules**

### **2.1 Purpose of the Rules**

The Rules regulate the day to day management and operation of *Capital Hill Apartments*. They are an essential document for the *Owners Corporation* and everyone who owns or occupies a *unit*. The Rules are designed to maintain the quality of *Capital Hill Apartments*. They operate to enhance everyone’s use and enjoyment of their *unit* and the *common property*.

### **2.2 Your obligations**

The Rules are in addition to the rights and obligations in your *units lease*. You must comply with your obligations in the Rules on time. If there is an inconsistency between a Rule and your *units lease*, your *units lease* prevails to the extent of the inconsistency.

### **2.3 Your lease**

Nothing in the Rules gives you consent to do anything which is prohibited or regulated by your *units lease*.

### **2.4 Who must comply with the Rules?**

*Owners* and *occupiers* must comply with the Rules. The *Owners Corporation* must comply with the Rules.

## **3 Special privilege Rules**

### **3.1 Special privilege Rules**

*Owners* may be given special privileges relating to parts of the common areas only by special resolution of the *Owners Corporation* at a general meeting.

### **3.2 Purpose of the special privilege Rules**

To more fairly apportion the costs for maintaining, repairing and replacing *common property*, *Special privilege Rules* make owners responsible for the *common property* to which their privileges relate.

### **3.3 How to change a special privilege Rule**

The *Owners Corporation* may amend or cancel a special privilege Rule only by special resolution and with written notice given by the *Owners Corporation* to the *owner* of each *unit* which benefits from the *special privilege Rule*.

### **3.4 Occupiers may exercise rights**

The *owner* of each *unit* which has the benefit of a *special privilege Rule* may allow the *occupier* of their *unit* to exercise the rights of the *owner* under the *special privilege Rule*. However, the *owner* remains responsible to the *Owners Corporation* and, where appropriate, *government agencies* to comply with the obligations of the *owner* under the *special privilege Rule*.

### **3.5 Repairing damage**

The *owner* of a *unit* which has the benefit of a *special privilege Rule* must repair damage caused by exercising rights under the *special privilege Rule* to *common property* or the property of another *owner* or *occupier*.

### **3.6 Indemnities**

The *owner* of each *unit* which has the benefit of a *special privilege Rule* indemnifies the *Owners Corporation* against all claims and liability caused by exercising rights under the *special privilege Rule*.

### **3.7 Additional insurances**

In addition to their obligations under Rule 16 (“Insurance premiums”), the *owner* of each *unit* which has the benefit of a *special privilege Rule* must reimburse the *Owners Corporation* for any increased premium for an insurance policy of the *Owners Corporation* caused as a result of the exercise of the *owner’s* rights under the Rule.

## **4 Your behaviour**

### **4.1 What are your general obligations?**

You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of:
  - (i) a *unit* or *common property* by another *owner* or *occupier*; or
  - (ii) *Capital Hill Apartments* generally; or
- (b) use language or behave in a way that might offend or embarrass:
  - (i) another *owner* or *occupier* or their visitors; or
  - (ii) anyone in *Capital Hill Apartments*; or
- (c) smoke cigarettes, cigars or pipes while you are on *common property* or allow smoke from them to enter *common property*; or
- (d) obstruct the legal use of *common property* by any person; or
- (e) do anything in *Capital Hill Apartments* which is illegal; or

- (f) do anything which might damage the good reputation of the *Owners Corporation* or *Capital Hill Apartments*; or
- (g) use your *unit* or permit it to be used so as to cause hazard to an *owner*, or *occupier* or user of another *unit*; or
- (h) make or permit to be made noise within your *unit* which may be reasonably likely to cause substantial annoyance to an *owner*, *occupier* or user of another *unit*.

## 4.2 Complying with the law

You must comply on time and at your cost with all laws relating to:

- (a) your *unit*;
- (b) the use of your *unit*; and
- (c) *common property* to which you have a licence, lease or a right to use under a *special privilege Rule*.

The things with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of *government agencies*.

## 5 You are responsible for others

### 5.1 What are your obligations?

You must:

- (a) take all reasonable actions to ensure your visitors comply with the Rules; and
- (b) make your visitors leave *Capital Hill Apartments* if they do not comply with the Rules; and
- (c) take reasonable care about who you invite into *Capital Hill Apartments*; and
- (d) accompany your visitors at all times, except when they are entering or leaving *Capital Hill Apartments*.

You must not allow another person to do anything that you cannot do under the Rules.

### 5.2 Requirements if you lease your unit

If you lease or licence your *unit*, you must:

- (a) ensure that your tenant or licensee and their visitors comply with the Rules; and
- (b) take all action available to you, including action under the lease or licence agreement, to make them comply or leave *Capital Hill Apartments*; and
- (c) provide your tenant or licensee with up-to-date copies of your *units lease* and the Rules.

### 5.3 Occupier may exercise rights under this management statement

If you are an *owner*, you may allow the *occupier* of your *unit* to exercise your rights under the *units lease*. However, you remain responsible to the Australian Capital Territory and the relevant *government agency* to comply with your obligations under your *units lease*.

## **6 Your unit**

### **6.1 What are your general obligations?**

A *unit owner* must ensure that the *unit* is in a state of good repair. A *unit owner* must carry out any work in relation to the *unit*, and do anything else in relation to the *unit*, that is required by any Territory law.

In particular, you must:

- (a) keep your *unit* clean and in good repair and condition; and
- (b) pay all rates and taxes and other amounts payable for your *unit*; and
- (c) properly maintain, repair and, where necessary, replace an installation or alteration made under the Rules that services your *unit* (whether or not you made the installation or alteration); and
- (d) notify the *Owners Corporation* if you change the existing use of your *unit* in a way that may affect insurance policies or premiums for insurances effected by the *Owners Corporation*. See Rule 16 (“Insurance premiums”) for important information about increasing and paying for insurance premiums; and
- (e) at your expense, comply with all laws about your *unit* including, without limitation, requirements of *government agencies*.

### **6.2 When will you need consent from the Owners Corporation?**

You must have consent from the *Owners Corporation* to:

- (a) carry out *building works* in your *unit* (see Rule 13 (“Carrying out *building works*”) for more information); or
- (b) subject to your rights under the Rules, keep anything in your *unit*
- (c) that is visible from outside the *unit* and is not in keeping with the
- (d) appearance of *Capital Hill Apartments*; or
- (e) install bars, screens, grilles, security locks or other safety devices on
- (f) the interior or exterior of windows or doors in your *unit* if they are
- (g) visible from outside your *unit* or *Capital Hill Apartments*; or
- (h) install an intruder alarm with an audible signal.

In addition, you may require the consent of other *government agencies*.

### **6.3 Floor coverings**

You must keep the floors in your *unit* covered or treated to stop the transmission of noise that might unreasonably disturb another *owner* or *occupier*. Changes to floor finishes being installed by owners are required to be designed by an accredited acoustic consultant prior to installation, and following installation, certification of the installation is to be provided to the *Owners Corporation*.

### **6.4 Cleaning windows**

You must clean the glass in windows and doors of your *unit* (even if they are *common property*). However, you do not have to clean the glass in windows or doors that you cannot access safely.

The *Owners Corporation* may resolve to clean the glass in some or all of the windows and doors in *Capital Hill Apartments*. If the *Owners Corporation* resolves to clean glass in your *unit*, you are excused from your obligations under this Rule to clean for the period the *Owners Corporation* resolves to clean the glass.

## 6.5 The balcony of your unit

You may keep planter boxes and pot plants (in addition to those provided as *common property*), landscaping, barbecues, occasional furniture and outdoor recreational equipment on your *balcony*, but:

- (a) it must be of a type, colour and size approved by the *Owners Corporation* (acting reasonably);
- (b) it must be of a standard commensurate with the standard of *Capital Hill Apartments*;
- (c) it will not (or is not likely to) cause damage; and
- (d) it is not (or is not likely to become) dangerous; and
- (e) planter boxes and plants are to be maintained; and
- (f) no oil or grease is to be on *balconies* or permitted to enter drainage systems; and
- (g) *balconies* are to be kept neat and tidy at all times
- (h) *balconies* are not to be used as storerooms; and
- (i) no material including bicycles, gymnasium equipment, furniture or other material can be stored on *balconies* on *common property* or on the stairs or stairways; and
- (j) barbecues are to be kept clean at all times and odour-free. See also Rule 9.4 about BBQs and fire safety.

## 6.6 Access to balconies

To enable the *Owners Corporation* to inspect, repair or replace *common property*, the *Owners Corporation* may require you, at your cost, to temporarily remove and store items from your *balcony* that are not *common property*.

## 6.7 Awnings

You must not install awnings over your *balcony* or in your courtyard. You may, however, apply to the *Owners Corporation* for approval to install an awning (which it may or may not approve in its absolute discretion) if:

- (a) the awnings are of a type, colour and size approved by the *Owners Corporation*;
- (b) all *government agency* approvals are obtained;
- (c) the awnings are designed not to cause a hazard in inclement weather conditions;
- (d) the awnings remain within your *unit*; and
- (e) the awnings complement the overall finish and design of *Capital Hill Apartments* and do not detrimentally affect its amenity.

## 6.8 Curtains and blinds

The *Owners Corporation* wishes to create a consistent exterior appearance for each residence at the *Capital Hill Apartments*. Accordingly, you must not install curtains or blinds unless any part of the curtains or blinds which are visible from outside your *unit* are of a neutral colour and are consistent with all other window treatments at the *Capital Hill Apartments* when viewed from the outside, or are otherwise approved by the *Owners Corporation* (such approval not to be unreasonably withheld). You must not hang any temporary window treatments (such as bed sheets or plastic covering ) in your *unit*.

## **6.9 Drying your laundry**

You must not hang laundry, bedding or other items on your *balcony* or in an area that is visible from outside your *unit*.

## **6.10 Enclosing your car space**

You may enclose your *car space* provided the type of enclosure:

- (a) is approved by the *Owners Corporation*;
- (b) is in accordance with all specifications provided by the *Owners Corporation*; and
- (c) is compliant with the all requirements of *government agencies* including but not limited to fire regulations.

If the enclosure restricts the ability of the *Owners Corporation* to access any services you must allow the *Owners Corporation* access to the enclosed *car space* on request.

## **6.11 Enclosing your balcony**

You must not enclose the *balcony* of your *unit*.

## **6.12 Aerials and wires visible from unit**

You must not mount a satellite dish or hang an aerial or wires outside your *unit*.

## **6.13 Bicycles**

Bicycles are not permitted in foyers, *lifts*, corridors or stairs.

# **7 Keeping an animal**

## **7.1 What are your rights?**

You may keep a pet in your *unit* but only with the concurrence of the *Owners Corporation*.

The *Owners Corporation* will take into consideration factors such as the animal's welfare (e.g. a very large dog would be inappropriate for a small *unit*) and the effect it may have on other residents (e.g. noise or smell)

## **7.2 Obligations**

If you keep an animal in your *unit*, you must:

- (a) keep the animal within your *unit*; and
- (b) if possible, carry the animal when it is on *common property*; and
- (c) take such action as may be necessary to clean all areas of your *unit* or the *common property* that are soiled by the animal.

## **7.3 Your visitors**

You must not allow your visitors to bring animals into *Capital Hill Apartments* unless they are a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability if your visitors need the dog or animal because of a visual disability, a hearing disability or other disability.

## **8 Hot water system**

### **8.1 What are your obligations?**

You must not install an individual *hot water system* in your *unit* without the consent of the *Owners Corporation*.

### **8.2 Obligations of *Owners Corporation***

The *Owners Corporation* must provide and maintain a centralised *hot water system* with adequate hot water capacity for use by the *owners* and *occupiers* of the *units* which will be individually metered and charged.

### **8.3 Paying for system**

You must contribute towards the costs of the *Owners Corporation* (if any) under this Rule in shares proportional to the *unit* entitlement of your *unit*.

## **9 Fire control**

### **9.1 What are your obligations?**

You and the *Owners Corporation* must comply with laws about fire control.

Subject to Rule 9.2, you may keep flammable materials in your *unit* only if you:

- (a) use them in connection with the lawful use of your *unit*; and
- (b) keep them in reasonable quantities according to the guidelines of government agencies.

### **9.2 Restrictions about fire safety**

You must not:

- (a) keep flammable materials on *common property*;
- (b) interfere with fire safety equipment;
- (c) obstruct fire stairs or fire escapes with any material of any description;
- (d) keep flammable materials in your *car space* or cage without express written approval of the *Executive Committee*; or
- (e) locate any fire load in the ground floor corridors.

### **9.3 Restrictions about your unit entry door**

The following requirements are essential as unit entry doors are fire doors and must meet Australian Standards and Clause 11.1 of the Building Code of Australia. As a consequence:

- (a) you must not interfere with the reclosing mechanism at the top of the door;
- (b) you must not install a fly screen to your entry door; and
- (c) you may only use prescribed deadlocks and fire proof peep-holes installed by an authorised locksmith.

### **9.4 Barbecues**

Only one BBQ cooking unit and gas bottle is permitted on *balconies* at any one time. No solid fuel can be used as the heating agent.

## **10 Moving furniture and goods in and out and engaging service providers**

### **10.1 Moving in**

You must make arrangements with the *Owners Corporation* at least 48 hours before you move in to *Capital Hill Apartments* or move large articles (e.g. furniture) through *Capital Hill Apartments*.

### **10.2 Moving out**

You must make arrangements with the *Owners Corporation* at least 48 hours before you move out of *Capital Hill Apartments*.

### **10.3 What are your obligations?**

When you take deliveries or move furniture or goods through *Capital Hill Apartments*, you must:

- (a) comply with the reasonable requirements of the *Owners Corporation*, including requirements to fit an apron cover to the lift and the key to lock the lift doors; and
- (b) ensure that your delivery agent does not drive a vehicle onto the lawn; and
- (c) as prescribed by s.31 of the *Unit Titles (Management) Act 2011*, bear the cost of any repairs to damage to common property caused by your actions or those of your agents in carrying out the move or delivery; and
- (d) if you (or the person making the delivery) spill anything onto *Capital Hill Apartments* including *common property*, immediately remove the item and clean that part of *Capital Hill Apartments*; and
- (e) if moving in, notify the *Owners Corporation* of your contact details. This requirement extends to tenants' details.

### **10.4 Engaging service providers**

The obligations outlined in paragraphs 10.3 (b) to (d) above apply when you engage a cleaner, trades person or other service provider to perform work in your apartment.

## **11 Parking**

### **11.1 Car Parking**

You must:

- (a) not park or stand a vehicle on any part of *Capital Hill Apartments* that is not a designated *car space*;
- (b) not use any *car space* for storing anything other than registered vehicles, motorcycles, motor scooters, boats and bicycles;
- (c) not clean, grease, oil, repair or wash vehicles in a *car space* or the carpark area, the designated car washing bay excepted for cleaning;
- (d) comply with all Rules from time to time made by the *Owners Corporation* in connection with the use of the carpark area;
- (e) not bring or leave in the carpark area any offensive, hazardous or dangerous substance nor do or omit to do anything which is or may be a nuisance or annoyance to any another *owner* or *occupier*;
- (f) not park any unregistered vehicles, etc, in a *car space* or the carpark; and
- (g) not use any car space designated as 'VISITOR'. These places are exclusively for the use of visitors, not residents. If you have a visitor who

wishes to use the visitor parking facilities for more than one week, you must obtain the approval in advance of the Executive Committee through the Managing agent. .

## **11.2 Speed Limit**

You must observe the maximum speed limit of 8 kilometres/hour in the carpark.

## **12 How to dispose of your garbage**

### **12.1 General obligations**

You must not deposit or leave garbage or recyclable materials:

- (a) on *common property* or on any part of *Capital Hill Apartments* (other than in areas located for that purpose); or
- (b) in an area of your *unit* that is visible from outside your *unit*; or
- (c) in your *car space*.

If you spill garbage on *common property*, or any part of *Capital Hill Apartments*, you must immediately remove that rubbish and clean that part of *Capital Hill Apartments*.

### **12.2 What are your obligations?**

You must:

- (a) place your household garbage in the garbage receptacle in the *garbage room* designated by the *Owners Corporation* for that purpose;
- (b) drain and securely wrap your household garbage before you place it in the *garbage room*;
- (c) leave your other garbage and recyclable materials in the area or receptacle in the *garbage room* designated by the *Owners Corporation* for that purpose;
- (d) recycle your garbage according to instructions from the *Owners Corporation* and the garbage removal contractor;
- (e) drain and clean bottles and make sure they are not broken before you place them in the *garbage room*; and
- (f) contact the *Owners Corporation* to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles that the garbage removal contractor will not remove as part of its normal garbage collection service.

### **12.3 Maintaining the garbage room**

The *Owners Corporation* must:

- (a) provide in the *garbage room* an adequate number of garbage and recycling receptacles for use by *owners* and *occupiers* of *units*;
- (b) regularly clean, maintain, repair and, where necessary, replace the *garbage room* and the garbage and recycling receptacles stored in the room;
- (c) arrange for the removal of garbage and recycling material from the *garbage room*;
- (d) make available for collection by the garbage removal contractor household garbage (Black/Blue Bins) and recyclable (Green Bins) materials placed in the *garbage room*; and
- (e) arrange for the removal from the *garbage room* of large articles of garbage, recyclable materials, liquids or other articles that the garbage removal contractor will not remove as part of its normal garbage collection services (at the cost of the relevant *owner*).

## **12.4 Paying for the garbage room**

You must contribute towards the costs of the *Owners Corporation* under Rule 12.4 in shares proportional to the *unit* entitlement of your *unit* compared to the total *unit* entitlement of all *units*.

## **13 Carrying out building works**

### **13.1 When do you need consent?**

Subject to the Rules and your *units lease*, you must have consent from the *Owners Corporation* to carry out *building works*. You may be required by the *Owners Corporation* to obtain this consent at a properly constituted General Meeting by a special Rule, legally drafted and at your cost, which also contains the provision of Rule 14.3.(d).

### **13.2 When is consent not necessary?**

You do not need consent from the *Owners Corporation* under this Rule to:

- (a) alter or remove an *inter-tenancy wall* according to Rule 14 (*Inter-tenancy walls*); or
- (b) carry out *building works* which you are entitled to carry out under a *special privilege Rule*.

However, you must comply with Rules 13.3 (“Procedures before you carry out *building works*”) to 13.5 (“Making arrangements with the *Owners Corporation*”).

### **13.3 Procedures before you carry out building works**

When you carry out *building works*, you must:

- (a) obtain necessary consents from *government agencies*; and
- (b) obtain consent from the *Owners Corporation* if the *building works*:
  - (i) affect the *external appearance* of a building in *Capital Hill Apartments*; or
  - (ii) affect the structure of a *unit*; and
- (c) find out where service lines and pipes are located; and
- (d) obtain consent from the *Owners Corporation* if you propose to interfere with or interrupt services; and
- (e) where you do not need consent to carry out the *building works*, you are required to give the *Owners Corporation* a written notice describing what you propose to do. You must give the notice at least 14 days before you start the *building works*.

### **13.4 Procedures when you carry out building works**

If you carry out *building works*, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the *Owners Corporation*; and
- (b) carry out the *building works* in a safe and proper manner; and
- (c) repair any damage you (or persons carrying out the *building works* for you) cause to *common property* or the property of another *owner* or *occupier* of *Capital Hill Apartments*.

### **13.5 Making arrangements with the Owners Corporation**

Before you carry out *building works* (including *building works* for which you do not require consent from the *Owners Corporation*), you must:

- (a) arrange with the *Owners Corporation* a suitable time and means by which to access *Capital Hill Apartments* for purposes associated with those *building works*;
- (b) comply with the reasonable requirements of the *Owners Corporation* about the time and means by which you must access *Capital Hill Apartments*;
- (c) ensure that contractors and any persons involved in carrying out the *building works* comply with the reasonable requirements of the *Owners Corporation* about the times and means by which they must access *Capital Hill Apartment*;
- (d) permit any person nominated by the *Owners Corporation* to inspect the plans prior to the commencement of the works;
- (e) permit any person nominated by the *Owners Corporation* to inspect the state of the *building works* during construction and at completion;
- (f) pay the costs for these inspections required under this Rule;
- (g) ensure that all contractors and service providers remove all debris, building and painting materials from the *Capital Hill Apartments* as soon as practicable; and
- (h) ensure that all contractors and service providers do not interfere with the activities of the other owners and *occupiers* of *Capital Hill Apartments* whilst *building works* are in progress.

### **13.6 Maintenance of common property and work arranged by the Owners Corporation on your behalf**

Where the *Owners Corporation* requires access to your unit for the purpose of maintaining common property, or, in accordance with an agreement with you, makes arrangement on your behalf for work to be carried out on your unit, you must:

- (a) provide access to your unit; and
- (b) reimburse the *Owners Corporation* for any costs it incurs as a result of your failure to provide access in accordance with your agreement with the *Owners Corporation*.

## **14 Inter-tenancy walls**

### **14.1 When may you alter or remove an inter-tenancy wall ?**

You may alter or remove an *inter-tenancy wall* if:

- (a) you own the *units* separated by the *inter-tenancy wall* or you have the consent of the *owner* of the adjoining *unit*; and
- (b) it is not a structural wall; and
- (c) before you carry out the work, you provide the *Owners Corporation* with a certificate from a qualified structural engineer reasonably acceptable to the *Owners Corporation* that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect *common property* or other *units* (including services to those *units*); and
- (d) the removal of the *inter-tenancy wall* is approved by special resolution of the *Owners Corporation* at a general meeting.

Otherwise, you must have the consent of the *Owners Corporation* to alter or remove an *inter-tenancy wall*.

## **14.2 What consents are necessary?**

You do not need consent from the *Owners Corporation* to alter or remove an *inter-tenancy wall* (provided that you comply with the requirements of this Rule). However, you must obtain all necessary consents from *government agencies* before you alter or remove an *inter-tenancy wall*.

## **14.3 What are the conditions for carrying out the work?**

It is a condition of you altering or removing an *inter-tenancy wall* that you:

- (a) carry out the work in the method certified by the structural engineer under Rule 14.1 (“When may you alter or move an *inter-tenancy wall*”);
- (b) comply with the *Building Act* and lodge any necessary building alteration plan with the relevant *government agencies*;
- (c) comply with Rules 13.3 (“Procedures before you carry out *building works*”) to 13.5 (“Making arrangements with the owners corporation”); and
- (d) acknowledge for yourself and future *owners* of your *unit* that the *Owners Corporation* does not have to reinstate the *inter-tenancy wall* .

## **15 Damage to common property**

### **15.1 What are your obligations?**

Subject to the Rules, you must:

- (a) use *common property* equipment only for its intended purpose;
- (b) immediately notify the *Owners Corporation* if you know about damage to, or a defect in, *common property* including *common property* walls; and
- (c) compensate the *Owners Corporation* for any damage to *common property* caused by you, your visitors or persons doing work or carrying out *building works* in *Capital Hill Apartments* on your behalf.

### **15.2 When will you need consent from the Owners Corporation?**

Subject to the Rules, you must have consent from the *Owners Corporation* to:

- (a) interfere with or damage *common property*;
- (b) remove anything from *common property* that belongs to the *Owners Corporation*; or
- (c) interfere with the operation of *common property* equipment.

## **16 Insurance premiums**

### **16.1 Consent from the Owners Corporation**

You must have consent from the *Owners Corporation* to do anything that might invalidate, suspend or increase the premium for an *Owners Corporation* insurance policy.

### **16.2 Payments for increased premiums**

If the *Owners Corporation* gives you consent under this Rule, it may make conditions that, without limitation, require you to reimburse the *Owners Corporation* for any increased premium. If you do not agree with the conditions, the *Owners Corporation* may refuse its consent.

## **17 Security at Capital Hill Apartments**

### **17.1 Rights and obligations of the Owners Corporation**

The *Owners Corporation* must take reasonable steps to:

- (a) stop intruders coming into *Capital Hill Apartments*; and
- (b) prevent fires and other hazards.

### **17.2 Installation of security equipment**

In addition to its powers under the *Unit Titles Act*, the *Owners Corporation* has the power to install and operate in *common property* audio and visual security cameras and other audio and visual surveillance equipment for the security of *Capital Hill Apartments*.

### **17.3 Restricting access to common property**

In addition to its powers under the *Unit Titles Act*, the *Owners Corporation* has the power to:

- (a) close off or restrict by *security key* access to parts of *common property* that do not give access to a *unit*;
- (b) restrict by *security key* your access to levels in *Capital Hill Apartments* where you do not own or occupy a *unit* or have a right to use under a special use Rule;
- (c) restrict by *security key* your access to the *garbage room*, car park and foyer;
- (d) allow security personnel to use part of *common property* to operate or monitor security of *Capital Hill Apartments*.

The *Owners Corporation* may exclude you from using these parts of *common property*.

### **17.4 Providing owners and occupiers with security keys**

The *Owners Corporation* is responsible to provide *security keys* for *Capital Hill Apartments*. The *Owners Corporation* may charge you a fee or bond for *security keys* (as well as extra or replacement *security keys*). *Security keys* belong to the *Owners Corporation*.

### **17.5 What are your obligations?**

You must:

- (a) comply with the reasonable instructions of the *Owners Corporation* about *security keys* and, in particular, instructions about re-coding and returning *security keys*; and
- (b) take all reasonable steps not to lose *security keys*; and
- (c) return *security keys* to the *Owners Corporation* if you do not need them or if you are no longer an *owner* or *occupier*; and
- (d) notify the *Owners Corporation* immediately if you lose a *security key*; and
- (e) not copy a *security key* without due arrangement through the Managing Agent; and
- (f) not give a *security key* to someone who is not an *owner* or *occupier*.

## **17.6 Procedures if you lease your unit**

If you lease or licence your *unit*, you must include a requirement in the lease or licence that the *occupier* return *security keys* to the *Owners Corporation* when they no longer occupy a *unit*.

## **18 Rules**

### **18.1 Powers of the Owners' Corporation**

In addition to its powers under the *Unit Titles (Management) Act*, the *Owners' Corporation* has the power to make Rules about the security, control, management, operation, use and enjoyment of Capital Hill Apartments and, in particular, the use of common property.

The *Owners' Corporation* may add to or change the Rules at any time.

### **18.2 What are your obligations?**

You must comply with all Rules.

## **19 How are consents given?**

### **19.1 Who may give consent?**

Unless a Rule states otherwise, consents under the Rules may be given by:

- (a) the *Owners Corporation* at a general meeting; or
- (b) the *Executive Committee* at a meeting of the *Executive Committee*.

### **19.2 Conditions**

The *Owners Corporation* or the *Executive Committee* may make conditions if they give you consent to do things under the Rules. You must comply with the conditions.

### **19.3 Can consent be revoked?**

The *Owners Corporation* or the *Executive Committee* may revoke its consent if you do not comply with:

- (a) conditions made by them when they gave you consent; or
- (b) the Rule under which they gave you consent.

### **19.4 Seal of Owners Corporation**

For the attaching of a seal of the *Owners Corporation* to a document to be effective:

- (a) the seal must be attached by decision of the *Executive Committee*; and
- (b) the seal must be attached in the presence of two members of the *Executive Committee*; and
- (c) the *Executive Committee* members witnessing the attaching of the seal must sign the document as witnesses.

## **20 Failure to comply with Rules**

### **20.1 Powers of the Owners Corporation**

The powers of the *Owners Corporation* under this Rule are in addition to those that it has under the *Unit Titles (Management) Act*.

## **20.2 What can the Owners Corporation do?**

The *Owners Corporation* may do anything on your *unit* that you should have done under the *Unit Titles (Management) Act* or the Rules but which you have not done or, in the opinion of the *Owners Corporation*, have not done properly.

The *Owners Corporation* must give you a written notice specifying when it will enter your *unit* to do the work. You must:

- (a) give the *Owners Corporation* (or persons authorised by it) access to your *unit* according to the notice and at your cost; and
- (b) pay the *Owners Corporation* for its costs for doing the work.

The *Owners Corporation* may recover any money you owe it under the Rules as a debt.

## **21 Payments of Rates and Taxes by Unit owner**

A unit owner must pay all rates, taxes and any other amount payable for the unit.

## **22 Recovery of levies and other amounts owing**

### **22.1 Final Notice**

Where an amount exceeding \$1000 is owed to the *Owners Corporation* by a unit owner and payment is overdue by 90 days, the *Executive Committee* may serve a final notice on the unit owner requiring payment with interest by a specified date.<sup>1</sup>

### **22.2 Recovery action**

Where the unit holder fails to comply with the final notice, the *Executive Committee* may initiate recovery action of the amount specified in the final notice together with the costs of the recovery action.

## **23 Applications and complaints**

You must make any applications and complaints to the *Owners Corporation* in writing and address them to the *Owners Corporation* representative.

## **24 Erecting a sign**

### **24.1 Obligations for unit owners and occupiers**

If you are the *owner* or *occupier* of a *unit*, you must not erect an advertising sign of any description in your *unit* or on *common property*.

## **25 Lifts**

### **25.1 Rights and obligations**

You may use the *lifts* however bicycles are not permitted.

### **25.2 Maintaining the lifts**

The *Owners Corporation* must operate, clean, maintain, repair and, where necessary, replace the *lifts*.

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<sup>1</sup> The schedule to these Rules sets out a form for a final notice.

### **25.3 Paying for the lifts**

You must contribute towards the costs of the *Owners Corporation* under Rule 25.2 in shares proportional to the *unit* entitlement of your *unit* compared to the total *unit* entitlement of all *units*.

## **26 Intercom**

### **26.1 Rights and obligations**

You may use the *intercom*.

### **26.2 Maintaining the intercom**

The *Owners Corporation* must operate, clean, maintain, repair and, where necessary, replace the *intercom*.

### **26.3 Paying for the intercom**

You must contribute towards the costs of the *Owners Corporation* under Rule 26.2 in shares proportional to the *unit* entitlement of your *unit* compared to the total *unit* entitlement of all *units*.

## **27 Additional maintenance obligations**

### **27.1 Painting of external surfaces of units**

The *Owners Corporation* must re-paint the external surface of the *units* and building comprising the *units* at least once in every ten year period, the first period commencing on the completion of *Capital Hill Apartments*.

### **27.2 Landscape maintenance**

The *Owners Corporation* must undertake regular landscape maintenance of the *common property* of *Capital Hill Apartments*.

### **27.3 Paying for maintenance**

You must contribute towards the costs of the *Owners Corporation* under Rules 27.1 and 27.2 in shares proportional to the *unit* entitlement of your *unit* compared to the total *unit* entitlement of all *units*.

**28 Schedule 1**

**Final notice requiring payment of unpaid levies**

To.....unit holder for apartment.....

Pursuant to Rule 1, notice is hereby given that, as an amount of \$..... is owed by you to the Owner's Corporation and payment of that amount with interest accruing at the rate of 20% per annum is overdue by a period exceeding 90 days, payment of \$..... is required by .....

Dated this ..... day of ,..... 20...

.....

.....

(office held)