

Rules – Units Plan 4862 The Capitol

39 London Circuit, Canberra ACT 2601

1 INTRODUCTION

- (1) The following Owners Corporation Rules are for the benefit of all unit Owners, Occupiers or Users to maximize the convenience, comfort, and privacy of the Owners, Occupiers and Users of The Capitol. They incorporate the Default Rules from Schedule 1 *Unit Titles (Management) Regulation 2011* made under the [Unit Titles \(Management\) Act 2011](#), (some of which have been edited) and other rules to maintain the quality of our experience of living in the Capitol.
- (2) These rules apply to any **owner, occupier or user**.

2 DEFINITIONS IN THESE RULES

- (1) **owner, occupier or user**, of a unit, includes an invitee or licensee of an owner, occupier or user of a unit.
- (2) A word or expression in these rules has the same meaning as in the [Unit Titles \(Management\) Act 2011](#)
- (3) **manager** means the employee of the company contracted by the Owners Corporation to manage the affairs of the Owners Corporation.
- (4) **common property** means the areas defined in the Unit Plan including but not limited to the front foyer, corridors, sauna, basement, and gymnasium.
- (5) **executive committee**, of the Owners Corporation, means the Executive Committee of the corporation established under section 34 [Unit Titles \(Management\) Act 2011](#)
- (6) **property** means the building and land known as Capitol at 39 London Circuit Canberra, Unit Plan 4862.
- (7) **the act** means the [Unit Titles \(Management\) Act 2011](#)
- (8) **sustainability infrastructure**—
Sustainability infrastructure installed in relation to a units plan—
 - (a) means infrastructure and equipment that—
 - (i) improves the environmental sustainability of the units; or
 - (ii) reduces the environmental impact of the owners corporation and the unit owners; and
 - (b) includes related utility service connections and equipment.
Examples—par (a) solar panels, clothes lines, rainwater tanks

3 PAYMENT OF RATES AND TAXES BY UNIT OWNERS

An owner must pay all rates, taxes, levies, utilities, special levies, and any other amount payable for the unit.

4 RECOVERY OF COSTS

In accordance with section 2.5 of Schedule 2 *Unit Titles Management Act 2011*, the Manager and/or the Executive Committee may do one or more of the following in respect of recovering contributions or other debts including penalties, interest, legal and other costs:

- (1) Engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation.
- (2) Commence, pursue, continue, or defend any court, tribunal or any other proceedings against Owners, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs.
- (3) Enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy of winding up proceedings.
- (4) File an appeal or defend an appeal against any judgment concerning the collection of levies contributions.
- (5) Liaise, instruct, and prepare all matters with the owners corporation's debt collection agents, lawyers, and experts in relation to any levy recovery proceedings.

5 REPAIRS AND MAINTENANCE

- (1) A unit Owner must ensure that the unit is in a state of good repair.
- (2) 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 a territory law.

6 ERECTIONS AND ALTERATIONS IN UNITS OR COMMON PROPERTY

- (1) A unit Owner may erect or alter any structure in or on the unit or the Common Property only—
 - (a) in accordance with the express permission of the Owners Corporation by special resolution; and
 - (b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).
- (2) Permission may be given subject to conditions stated in the resolution.
- (3) However, if the structure is a sustainability infrastructure, the Owners Corporation's permission must not be unreasonably withheld.
- (4) Examples—
 - (a) permission not withheld unreasonably.
 - safety considerations

- structural considerations
- (b) permission unreasonably withheld.
- external appearance of a unit or the units' plan.
- (5) Any application for express permission to undertake an alteration or addition must be in writing to the Executive Committee and the following information may be requested:
- (a) All proposed permits, approvals or consents required for the proposed works under all relevant laws or alternatively, written confirmation from suitably qualified persons or bodies that permits, approvals or consents are not necessary for the proposed works.
 - (b) All proposed plans and specifications for the proposed works prepared by suitably qualified persons.
 - (c) Details of what parts of the building will be affected by the proposed works.
 - (d) Details of how the proposed works will affect the appearance of the building.
 - (e) Written confirmation from suitably qualified persons on whether the proposed works may affect the following aspects of the building:
 - the structural integrity.
 - any services.
 - the fire and life safety aspects.
 - the acoustic properties.
 - (f) If the proposed works may affect any of the aspects of the building, appropriate plans, and specifications from suitably qualified persons to address any such effect.
 - (g) The proposed dates and times for the performance of works considering the rule relating to noise.
 - (h) The 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 user; and
 - (i) Any other document reasonably requested by the Owners Corporation relating to the proposed works.
- (6) Any request for express permission under this rule must include the following conditions of approval:
- (a) The Owner must, and must ensure its contractors shall, comply with all applicable Territory laws and regulations relating to the works and all approved plans and specifications.
 - (b) The Owner must indemnify the Owners Corporation for any claims, loss or damage suffered by any person or the Owners Corporation in connection with the works.
 - (c) The Owner must pay the Owners Corporation's reasonable costs, fees, or expenses in having relevant experts review and confirm the plans and

specifications insofar as they will be effective to address any concerns as to effects on the building and residents; and

- (d) The Owner will be responsible for the ongoing repair and maintenance of the works and any property affected by the works.
- (7) On receipt of a written request for permission under this rule the Executive Committee will determine whether the request will be approved by the Executive Committee or referred for decision by the Owners Corporation by ordinary resolution.
- (8) Owners must not carry out any work to the fire-rated doors of the unit without the prior written permission of the Executive Committee (including but not limited to the installation of security screen doors, deadbolts, and peepholes) and any such permission will only be granted on the basis that the integrity of the fire rated nature of the doors will not be compromised by the proposed work.
- (9) An Owner may with the prior written approval of the Executive Committee, install screen doors to cover the balcony door and/or screens for unit windows in accordance with guidelines available from the Manager.
- (10) A blanket approval has been authorised for the installation of bollards within car spaces without explicit Body Corporate approval, when installed within the following guidelines only:
 - (a) That the bollard be the approved product, as approved by the Executive Committee.
 - (b) That the product be installed by the contractor approved by the Executive Committee.
- (11) Any bollard installation request outside of these stipulations will be required to be approved by the Owners Corporation. Requests can be made in writing to the Manager.
- (12) Fit outs, erections and alterations undertaken in Commercial Units must conform to "Commercial Construction Controls" held by the Building Manager. The completed work must be approved and signed off by the Building Manager.

7 PETS IN UNITS

- (1) An owner, occupier or user (the pet owner) may keep an animal, or permit an animal to be kept, within the unit if—
 - (a) The total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3.
 - (b) The pet owner ensures that the animal is supervised, restrained, or leashed when the animal is on the Common Property.
 - (c) The pet owner keeps the animal secure so that it cannot escape the unit unsupervised.
 - (d) The pet owner promptly cleans any area of the Property that is soiled by their animal.

- (e) The pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.
- (2) The pet owner must, within 14 days of the day the animal is first kept within the unit, inform the Owners Corporation, in writing, in accordance with the form available from the Manager, that the animal is being kept within the unit.
- (3) Agents and/or owners managing Air B n B units or short- and long-term rentals, must inform prospective clients of the rules regarding pets.

8 USE OF COMMON PROPERTY

An owner, occupier or user must not use the Common Property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the Common Property by an owner, occupier or user of another unit.

9 USE OF UNIT—NOISE NUISANCE OR ANNOYANCE

- (1) An owner, occupier or user must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.
- (2) A unit owner, occupier or user must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.

10 ILLEGAL USE OF UNIT

An owner, occupier or user must not use a unit, or permit it to be used, to contravene the Lease Purpose Clause for the Capitol or to contravene a law in force in the Act.

11 WHAT MAY AN EXECUTIVE COMMITTEE REPRESENTATIVE DO?

- (1) An Executive Committee representative may do any of the following in relation to a unit at all reasonable times:
 - (a) If the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach.
 - (b) Carry out any maintenance required under the [Unit Titles \(Management\) Act 2011](#) or these rules.
 - (c) Do anything else the Owners Corporation is required to do under the Act or these rules.
- (2) An Executive Committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned above clause (1).

- (3) An Executive Committee representative is not authorised to do anything in relation to a unit mentioned in clause (1) unless—
 - (a) The Executive Committee or the representative has given the Owner reasonable notice of their intention to do the thing; or
 - (b) In an emergency, it is essential that it be done without notice.
- (4) The Executive Committee may give a written authority to a person to represent the corporation under this rule.
- (5) Executive Committee representative means a person authorised, in writing, by the Executive Committee.

12 SEAL OF OWNERS CORPORATION

- (1) For the attaching of the 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) Executive Committee decisions must be made by majority vote, or by unanimous vote if there are only 2 members of the committee S 9A(a) *Unit Titles Management Act 2011*.
 - (c) the seal must be attached in the presence of 2 executive members: and
 - (d) the executive members witnessing the attaching of the seal must sign the document as witnesses.

13 HAZARDOUS USE OF UNIT

An owner, occupier or user must not use the unit, or permit it to be used, to cause a hazard to an owner, occupier or user of another unit.

14 SAFETY

An owner, occupier or user must not do anything which may:

- (1) Prejudice the safety or security of any part of the Property.
- (2) Interfere with the fire or life safety equipment at the Property.
- (3) Obstruct any fire safety egress at the Property.
- (4) Obstruct egress of a unit by placing a mat or shoes outside the front door.
- (5) Cause an owner, occupier or user to trip by leaving mats, shoes, or other objects in the corridors.
- (6) Cause non-compliance with any fire and life safety requirement for the Property.

- (7) Cause incidents that contravene laws of the ACT, such as noisy parties or trespassing. These events should be referred to the ACT Police.

15 VEHICLE PARKING AREAS AND STORAGE

- (1) All vehicles entering and exiting the carpark are to adhere to the traffic light system. Vehicles must stop on a red signal, and only proceed when a green signal is displayed.
- (2) An owner, occupier or user must only park their vehicles, including motorcycles, in their unit's allocated car space in the underground garage or in marked motorcycle parking bays.
- (3) An owner, occupier or user must not block or use other occupier's allocated car parking space without express consent to do so.
- (4) An owner, occupier or user must not park a vehicle on the concrete access driveway, on landscaped areas, or in any position where it may cause an obstruction to others to access common or private property.
- (5) An owner, occupier or user must ensure they drive their cars or motorbikes slowly and safely.
- (6) An owner, occupier or user must clean at their own expense any oil spills caused by them, their vehicles, or their guests' vehicles on any private car park and/or any part of the Common Property.
- (7) An owner, occupier or user may ride their bicycle to enter and exit the building from a basement carpark to the roller door.
- (8) An owner, occupier or user, children, and visitors must not ride bicycles or play games on the Common Property driveway areas or in any part of the underground parking areas.
- (9) Storage of furniture and personal effects outside of designated storage sheds and in parking bays is prohibited.
- (10) Storage of dangerous or flammable goods in total quantity greater than 10L or 10kg is prohibited.
- (11) Carparking in Hobart Place is managed by the ACT Government and is not permitted. An owner, occupier or user must not use this area as it services the Property waste and moving in facilities.

16 SECURITY

- (1) An owner, occupier or user must take all reasonable steps to protect the security of the building, including reporting faults in the security system and closing security doors to the Manager and not allowing unauthorised persons into the Capitol.

- (2) Common Property is monitored, and activity recorded, by CCTV and managed on a day-to-day basis by the Manager.
 - (a) An owner, occupier or user must not damage or tamper with CCTV equipment in any way.
 - (b) An owner, occupier or user must ensure that security doors are closed firmly after entering or leaving the building.

17 GARBAGE AND RECYCLING

- (1) The waste chute rooms must be used for domestic waste only and all domestic waste must be placed in the garbage chute in a securely fastened bag or container. Recyclables must be compacted and placed in the supplied recycling bin located in the waste chute room on each floor.
- (2) An owner, occupier or user must not place large quantities of cardboard or refuse (e.g., moving boxes, furniture wrappings) in the waste chute rooms or recycling bin. Any such items may only be disposed of by an owner, occupier or user at appropriate Government collection areas, or by prior arrangement with the Concierge. A fee may be payable.
- (3) When disposing of rubbish, an owner, occupier or user must not cause noise likely to unreasonably disturb others.
- (4) Owners using agents must ensure that the agents advise their cleaners and tenants of these rules.

18 EXTERNAL APPEARANCE

- (1) An owner, occupier or user must maintain their units in a state of good repair and so that other units are not adversely affected in terms of hygiene, appearance or value and must carry out any work in relation to the unit that is required by any Territory law.
- (2) An owner, occupier or user must not carry out any alteration to their unit that is visible from the exterior of the building or from any other lot that adversely affects the overall appearance of the building.
- (3) An owner, occupier or user must not drape rugs, mats, sheets, blankets, clothing etc. over balcony railings.
- (4) Whilst an owner, occupier or user may dry their clothes on the balconies care should be taken that there is limited visibility of them by the public.
- (5) An owner, occupier or user must not leave collapsible washing lines on unit balconies when not in use.
- (6) An owner, occupier or user must not erect or affix any permanent washing structures on unit balconies.
- (7) An owner, occupier or user must not use a unit balcony as a storage area.

- (8) An owner, occupier or user must ensure curtains and blinds facing public areas are of a neutral colour that complements the outside finish of the building.

19 EVACUATION FROM THE BUILDING IN AN EMERGENCY

- (1) An owner, occupier or user must comply with evacuation procedures.
- (2) An owner, occupier or user should familiarise themselves with the location of their nearest exit.
- (3) Signs are in each of the corridors, foyers, and basement levels to indicate to an owner, occupier or user the nearest emergency exit and the location of emergency equipment.
- (4) In the event of an evacuation, and if it is safe to do so, an owner, occupier or user must take their fobs and unit keys with them to re-enter the building when it is cleared by the Fire Brigade or any other authority.

20 COMMON PROPERTY FACILITIES – GYM, SAUNA, FOYER, AND CORRIDORS

- (1) An owner, occupier or user uses the Common Property facilities at their own risk. The Owners Corporation does not accept any liability for bodily injury or loss of property arising from the use of the Common Property facilities.
- (2) An owner, occupier or user must ensure children under 16 years of age are always supervised by a parent or guardian when using the gym and sauna.
- (3) An owner, occupier or user must not bring glass items or alcohol into the gym and sauna areas.
- (4) An owner, occupier or user must ensure that the common facilities are left clean & tidy after use.
- (5) An owner, occupier or user must ensure that security doors to the common facilities are closed behind them.
- (6) An owner, occupier or user must not use the gym and sauna areas in such a way as to cause a nuisance to other users.

21 REAL ESTATE SIGNS

- (1) An owner, occupier or user must not display real estate signs at the Property.
- (2) An owner, occupier or user must not place any real estate signs on or in the perimeter garden or lawn area.
- (3) Rectification of any damage caused because of the erection of real estate signs, will be the responsibility of the unit advertised for sale.

22 COMMERCIAL SIGNAGE

- (1) For ground floor commercial units, for sale or lease signs can be temporarily affixed to the inside of the shopfront of the unit advertised for sale.
- (2) Signs must be removed within 48 hours of the sale or lease of the commercial unit.
- (3) An owner, occupier or user must not display any commercial or business-related signage on any part of the Common Property.
- (4) Commercial unit signs must be created in accordance with sign rules available from Manager.

23 LIABILITY

- (1) The Owners Corporation does not accept responsibility for any personal property removed, damaged or stolen from Common Property areas, the underground car park or from individual units or storage cages.
- (2) The basement car parking area, including individual storage cages, are designated "wet areas". The Owners Corporation does not accept responsibility for damage to any property because of water.
- (3) The Owners Corporation insurance does not cover individuals' belongings in storage cages or left in the basement parking areas. An owner, occupier or user should maintain their own contents insurance.
- (4) The Owners Corporation does not accept responsibility for items left in common areas.
- (5) An owner, occupier or user must not store any items on any part of the Common Property areas including, entrance foyers, stairwells, access pathways or in vehicle parking spaces. The storage cages provided for units are to be used for this purpose.

24 SMOKING

An owner, occupier or user must not smoke or Vape on the Common Property or on any balcony such that the smoke or vapour causes nuisance to any other owner, occupier or user or any other person using the Common Property.