

# **OWNERS CORPORATION RULES UNITS PLAN NO. 2839**

**THE VIRIDIAN  
45 - 47 WENTWORTH AVE, KINGSTON ACT**



**Approved 06 June 2024**

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# Introduction

## Who is bound by these Rules?

Under section 107 of the [Unit Titles \(Management\) Act 2011](#) (the UTM Act), there is an agreement between the Owners Corporation and its members, and between each member and each other member, to be bound by the Owners Corporation Rules - Units Plan No. 2839 (the Viridian Rules).

An occupier of a unit (who is not the owner of the unit) is also bound by each rule of the corporation as if they were the owner of the unit, except in relation to payments to a general fund or a sinking fund; or if the rule provides otherwise.

If the unit owner does not occupy the unit, e.g. a landlord, they are liable separately and together with an occupier of the unit, e.g. a tenant, for any breach of these Rules, unless they prove that they took reasonable precautions to prevent the breach.

Under section 35 of the UTM Act, the Executive Committee (EC) exercises the functions of the Owners Corporation.

### **OWNERS CORPORATION RULES - UNITS PLAN NO. 2839 (THE VIRIDIAN RULES)**

#### **Section 1 Default Rules**

Schedule 1, [Unit Titles \(Management\) Regulation 2011](#) and Alternative Rules that amend Default Rule 1.4, Rule 1.5 and Rule 1.6 only.

#### **Section 2 Alternative Rules**

Under the legislation, the Alternative Rules may only amend Default Rule 1.4, Rule 1.5 and Rule 1.6, and may provide for any other matter that is consistent with the UTM Act and the Default Rules, as amended by the Viridian Rules 2017 which were in place before the Default Rules took effect.

#### **Section 3 General Information for residents**

This Section contains certain Viridian Rules that were approved by the Owners Corporation on 7 December 2017, with minor changes. They provide general information which is no longer consistent with the meaning of Rules under recent changes to the UTM Act and Regulation but continue to apply as a result of the transitional provisions in section 169 of the UTM Act.

# 1. Default Rules

(Schedule 1, Unit Titles (Management) Regulation 2011)

## 1.1 Definitions—default rules

(1) In these rules:

**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.

## 1.1 Payment of rates and taxes by unit owners

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

## 1.2 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.

## 1.3 Erections and alterations

(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 Executive Committee or, if the Executive Committee is unable to come to a resolution, then a special resolution of the Owners Corporation; 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 sustainability infrastructure, the Executive Committee's permission must not be unreasonably withheld.

### **Examples—permission not unreasonably withheld**

- safety considerations
- structural considerations

### **Example—permission unreasonably withheld**

- external appearance of a unit or the units plan

(4) Permission is not required to be sought for the erection or alteration of a fit out within a commercial unit, provided it is in accordance with the requirements of any applicable territory law, and does not:

(a) impact on the structure of the building, or have the potential to cause noise, a nuisance or substantial annoyance to an owner, occupier or user of another unit, either while in progress or after completion, or

- (b) permanently attach to the structure of the building, the common property or another unit, or
  - (c) affect the external appearance of the unit or the Viridian complex.
- (5) One external sign may be erected in a location immediately above or adjacent to the entry to a commercial unit in a design approved by the Executive Committee.
- (6) Signage and display material relevant to the commercial activities may be placed in the windows of a commercial unit.
- (7) The only grounds on which the Executive Committee may object to a sign is on the basis that it:
- (a) compromises the original architectural aesthetics of the building; or
  - (b) could reasonably be determined that it may cause material structural damage to the building.
- (8) The Guidelines for Erections and Alterations at Appendix A set out the requirements and provides the application form for owners seeking approval under this Rule. They are also available from the Strata Manager and at [www.viridianatkingston.com](http://www.viridianatkingston.com) .

## **Floor covering**

- (9) An owner must ensure that all floor space in the unit is covered or otherwise treated to an extent sufficient to prevent noise transmission from the unit that is likely to disturb the enjoyment that could reasonably be expected by the owner of another unit, as set out in 1.4(11) (also see Rule 1.10).
- (10) All apartments in the Viridian were originally designed and built with carpet as the standard floor covering (except kitchens, bathrooms, toilets and laundries), and it is in the interests of the peaceful enjoyment of all residents that replacement floor coverings are of a similar acoustic standard. Acoustic testing in the Viridian in 2022 demonstrated that original carpet and underlay achieved 22dB. The impact isolation of floors between tenancies required for all flooring in the Viridian is an LnTw of  $\leq 40$ dB, measured in accordance with AS/NZS ISO 140.7: 2006 *Acoustics – Measurement of sound insulation in buildings and of building elements, Part 7: Field measurements of impact sound insulation of floors* and rated in accordance with AS ISO 717.2-2004 *Acoustics – Rating of sound insulation in buildings and of building elements, Part 2: Impact sound insulation*.
- (11) Owners who are considering replacing floor coverings with other than wall to wall carpet on an underlay are required to submit an application to the Strata Manager, seeking the Executive Committee's express permission prior to installation. It must be supported by an acoustic test report that demonstrates that the proposed flooring system and any alterations to the owner's unit, e.g. the combined hardwood/vinyl and acoustic underlay, any additional buildup of the concrete slab, wall and/or ceiling insulation, etc will achieve an LnTw of  $\leq 40$ dB in the Viridian. Subject to advice from the acoustic engineer conducting the test, the test report is to be for a sample of the proposed flooring system installed in a central area of the actual apartment for which the change of flooring is proposed. The system as tested is to be laid on the slab free from other flooring and will likely require removal of a piece of the existing flooring in the test area.

- (12) The test report must be from a current member of the Association of Australasian Acoustical Consultants or the Australian Acoustical Society and must include photographs of the test setup and all recorded data. The owner seeking the flooring replacement is responsible for the cost of the acoustic test and report.
- (13) Owners are responsible for the ongoing repair and maintenance of the replacement flooring, including fixed floorboards, and responding to future noise complaints. This responsibility transfers to future owners of the unit. The Viridian's Building Insurance policy has an exclusion for hard flooring, therefore owners should hold their own insurance policies for such flooring.
- (14) The Strata Manager will contact neighbours to seek access to neighbouring units for acoustic testing. The provisions of Rule 1.12 can apply to arranging such access.
- (15) Hard flooring systems that were approved at the time this Rule takes effect remain approved under the Rules that applied at the time of their installation. However, permission for their installation does not extend to any subsequent alterations or replacement, ie a new permission will be required under these Rules for any replacement of existing flooring.
- (16) All works permitted and completed under this Rule will be recorded in a Register maintained by the Strata Manager.
- (17) In accordance with Rule 2.6(3), all owners should confirm the installation date with the Strata Manager at least 48 hours prior to the installation of any new floors, carpet or hard flooring.

## **1.4 Pets in units**

- (1) A unit owner or occupier (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; and
  - (b) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and
  - (c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
  - (d) the pet owner cleans any area of the units plan that is soiled by the animal; and
  - (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, tell the Executive Committee in writing via the Pet Application Form that the animal is being kept within the unit. The written advice must include:
  - (a) the species, breed and age of the pet;
  - (b) evidence that the pet is registered and vaccinated;
  - (c) confirmation that the pet is not likely to be a danger or hazard to any owner, occupier or user of the common property.

- (3) When not confined to the unit, pets are to be appropriately and effectively restrained and under the control of a responsible individual while on the common property. Dogs and cats should be clearly under the control of their handler/owner through a collar, halter, harness, leash, or in a carrier.
- (4) Pets must also be identified by way of collar and a tag which provides contact details of the owner.
- (5) All pets, including assistance animals, will be recorded in a Pet Register maintained by the Strata Manager.

## **1.5 Assistance animals**

The Owners Corporation requires a person who keeps an assistance animal to produce evidence that the animal is an assistance animal.

## **1.6 Use of common property**

A unit owner 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, other than in accordance with a special privilege rule.

## **1.7 Hazardous use of unit**

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

## **1.8 Use of unit—nuisance or annoyance**

- (1) A unit owner 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.
- (2) This Rule does not apply to a use of a unit if the Executive Committee has given an owner, occupier or user of the unit written permission for that use. Permission may be given subject to stated conditions.
- (3) Permission may be withdrawn by special resolution of the Owners Corporation.

## **1.9 Noise**

- (1) A unit owner 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) This Rule does not apply to the making of a noise if the Executive Committee has given the person responsible for making the noise written permission to do so.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the Owners Corporation.

## **1.10 Illegal use of unit**

A unit owner must not use the unit, or permit it to be used, to contravene a law in force in the ACT.



## 1.11 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 Executive 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 Act 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 in subrule (1).
- (3) An Executive Committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—
  - (a) the Executive Committee or the representative has given the owner, occupier or user of the unit 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.

***Executive Committee representative*** means a person authorised, in writing, by the Executive Committee under rule 1.12 (4).

## 2 Alternative Rules

Consistent with Default Rule 1.3:

### 2.1 Repairs & maintenance - other matters

- (1) To avoid water building up and causing damage to other units and the basement garages, owners, occupiers or users must ensure that the drains on balconies and in courtyards and any taps and hoses are unblocked and in good repair.
- (2) Owners, occupiers or users of units should keep any part of the unit that is visible from common property or the exterior of the building clean, tidy and well maintained.
- (3) An owner or occupier of a commercial unit is responsible for commercial waste removal, the cleaning of any grease traps and the maintenance and cleaning of the exhaust system.

#### 2.1.1 Air Conditioners

- (1) Unit owners are responsible for the repair and maintenance of the air conditioning system that services their unit, notwithstanding the fact that part of the air conditioning may be located on the common property.
- (2) Unit owners must ensure individual air conditioning systems are maintained on a regular basis to manufacturer's specifications so as to minimise noise disturbance to other residents.
- (3) Unit owners must seek approval from the Executive Committee to replace an air conditioner. If the air conditioner condenser to be replaced is located on the roof:
  - (a) the owner is responsible for the costs incurred for accessing the roof to remove the original unit and install a replacement unit;
  - (b) approval will be required for trades people to access the roof. Access to the roof is restricted to contractors who have given prior notice to the Strata Manager and who are familiar with and meet the requirements for height safety protocols;
  - (c) the replacement unit is to be installed in the space left vacant by the original unit;
  - (d) details of any proposal to vary from paragraphs (a)-(c) must be provided in the application for approval.
- (4) The Strata Manager and Executive Committee will make every effort to inform an owner who has sought approval to replace an air conditioner on the roof of any known opportunities for cost sharing with another owner.

### 2.2 Courtyards and balconies

- (1) Owners, occupiers or users must observe any maximum load limits applying to the floors and balconies in their unit and the common property. Spa baths are permitted only in accordance with the express permission of the Executive Committee.
- (2) Trees and plants in courtyard garden beds and on balconies have the potential to impact adversely on structures such as retaining walls, courtyard walls, metal work and the car park, as well on neighbouring units. To contain this:
  - (a) Cordyline australis and 'Mop Top' Robinia pseudoacacia are examples of trees that are likely to cause problems and are not permitted;

- (b) The size of trees and shrubs must be limited to 2.5m in height and have a diameter of no more than 15cm at 0.3m above the top of the garden bed or balcony floor;
- (c) Plants, trees, planter boxes and pot plants must be kept within the boundary of each courtyard, unit and balcony.

## **2.3 Common property - other matters**

Consistent with Default Rule 1.7:

- (1) Owners are responsible for the cost of:
  - (a) repairing any damage to common property or the property of other units caused by themselves, their tenants, guests, or trades people engaged by them, either directly or indirectly;
  - (b) additional garbage collections or clean up resulting from the failure to comply with these Rules by owners, their tenants, guests, or trades people engaged by them, either directly or indirectly.
- (2) Unit owners must not allow trades people, service providers and/or other contractors to install any service or to make installations or alterations on common property without the prior approval of the Executive Committee, e.g. piping, conduits, cables.
- (3) Owners, occupiers or users must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property.
- (4) Access to the roof is restricted to contractors who have given prior notice to the Strata Manager and who are familiar with and meet the requirements for height safety protocols.
- (5) Items that are not the property of the Owners Corporation must not be stored or left on common property without written permission from the Executive Committee.
- (6) The Owners Corporation cannot accept responsibility for any personal property removed from, damaged on, or stolen from common property areas, e.g. prams, bicycles.

### **2.3.1 Garages**

- (1) According to the Building Code of Australia, garages are non-habitable space and are not required to be waterproof.
- (2) Power cords and extension cords are unsafe in this environment. Power points in the garages are not for individual use and are provided for common property use only. Any owner who wishes to utilise these power points must contact the Strata Manager to seek Executive Committee approval.
- (3) All vehicles must be parked within the car space(s) allocated to the respective unit. Parking of vehicles must not cause obstruction or impede another vehicle's access.
- (4) To avoid obstructions and impediments to vehicles, as well as for protection against fire risks, loss and any damage, personal items are to be stored inside storage sheds. Owners who store valuables in the garages or storage sheds do so at their own risk (see Rules 2.3.2(2) and 2.3.3(1)).

- (5) Drivers should take extra care on approaches to and from the car parks and avoid standing for prolonged periods near the gates.
- (6) Bicycle racks are located in the garages for the use of residents. Bikes must be tagged with the unit number of the owner. This is to enable the Executive Committee to identify any abandoned bikes and remove them to maximise the space available for current residents.
- (7) The Executive Committee will attempt to contact owners of any apparently abandoned bikes, however, if the bike is not tagged with a unit number, they may remove it from the bike rack. If no one has claimed the bike within three months, the Committee will take steps to dispose of the bike, e.g. donate it to charity.

### **2.3.2 Security**

- (1) It is not possible for a complex like the Viridian to be fully secure. Therefore, it is very important that owners, occupiers and users are aware of the access arrangements and follow them at all times (see 3.3, Access Arrangements).
- (2) In the basement garages, also not secure areas, owners, occupiers and users are responsible for the security of their motor vehicles, motorcycles, bicycles and items stored in storage sheds and their car spaces.
- (3) External entry doors to the residential areas of the complex must be locked at all times. These doors and the fire doors must not be propped open or interfered with in any way.
- (4) No one should allow another person to tailgate into the foyers, lifts or garages or otherwise provide access to anyone they do not know.
- (5) The loss of an eDevice, fob or key compromises the existing layers of protection to the security of the building. Please report losses immediately to the Strata Manager (see Rule 3.3(5) before replacing a key.)
- (6) Footage from the security cameras may be accessed only in response to a security incident or a reported breach of these Rules. Privacy is a primary consideration in both the placement of cameras and in response to any requests for access to footage. Requests should be submitted to the Strata Manager. A Register is maintained of the date security footage is accessed, by whom and the reason.
- (7) In the event of a security incident, owners, occupiers or users should:
  - (a) report it to the appropriate authority (even if it is considered to be minor, the report may be useful for local area crime statistics and therefore resource planning); and
  - (b) report it to the Strata Manager so the Executive Committee is in a position to identify if any action should be considered for the complex.

### **2.3.3 Insurance**

- (1) Owners and occupiers should hold their own insurance policies for coverage of any incidents that may arise within their units, on unit subsidiaries, and on the common property, including in storage sheds and car spaces in the garages.
- (2) In the event of an insurable incident with an undetermined cause, such as a leak, the unit owner should notify the Strata Manager so that the Owners Corporation may initiate the necessary preliminary investigations. The Owners Corporation will pay for

initial costs associated with those investigations. The Executive Committee will then determine the further actions and/or repairs required, including whether responsibility for the cause lies with the unit owner, occupier or user, or the Owners Corporation.

### **2.3.4 Selling and leasing**

- (1) Owners who are selling their unit must:
  - (a) provide their selling agent with a copy of these Rules in advance of any sale to ensure the selling agent and potential buyers are familiar with the agreement that they will enter into should they purchase the unit;
  - (b) ensure any marketing or advertising connected with the sale of their unit conforms with these Rules;
- (2) Owners who intend to lease their unit/s must provide to their leasing agent a copy of these Rules to ensure they are familiar with them. They should also instruct the agent to offer the Rules to prospective tenants and ensure they are aware that, should they occupy the unit, they will be bound by them as if they were the owner of the unit (see Introduction - Who is bound by these Rules?).
- (3) Owners who wish to sell or lease their unit must not display or install, or permit to be displayed or installed, any 'For Sale' or 'For Lease' signs on any part of the common property.
- (4) 'Open for Inspection' signs connected with any unit for sale or lease may only be erected during inspection times and must be promptly removed at the end of an inspection period on any given day.

### **2.3.5 Commercial use of residential units – short-term leasing, AirBnB, etc**

- (1) In recognition of the potential impact on neighbouring units and the common property of short stay accommodation arrangements, owners should provide prospective occupiers with a copy of these Rules, particularly drawing to their attention the provisions about noise, nuisance, security, smoking, etc. (see Introduction - Who is bound by these Rules?)
- (2) Unit owners who wish to lease their unit for short stay accommodation should advise the Strata Manager and provide their contact details or those of an agent, so that their unit number may be added to a Register maintained by the Strata Manager.

### **2.3.6 Garbage & the common property**

- (1) Owners, occupiers or users must not dispose of any furniture, refuse, rubbish or recyclable material on common property except in the appropriate receptacles provided for that purpose.
- (2) Commercial waste must not be placed in any common property areas other than those allocated for commercial units.
- (3) Separate garbage and recycling hoppers and a container for garden waste are provided adjacent to the underground car parks and the above ground commercial bin area. These bins are designed to handle normal quantities of garbage and materials suitable for recycling. They are not to be used for commercial waste.
- (4) No building or demolition material of any kind is to be placed in the Viridian's garbage rooms, garbage skips, or recycling skips.

## 2.4 Interim Fire Safety Measures

Unless approved by the Executive Committee, in accordance with 6.1.1 of the 2022 Vortex Fire Cladding Testing and Assessment Report (the Fire Engineer's Report) or any subsequent fire engineer's report:

- (1) Residents are not permitted to store any flammable materials or heat sources on their balcony or in courtyards at the Viridian. Items include but not limited to aerosol cans, barbeques, outdoor heater, ashtrays, etc.*
- (2) Occupants, guests, and contractors are not permitted to smoke in private yards, on private balconies or in common spaces.*
- (3) Occupants, guests, and contractors are not permitted to use cooking or heating in private yards, on private balconies or in common spaces.*
- (4) Occupants, guests, and contractors are not permitted to use any item which produces a naked flame or strong heat source in private yards, private balconies or in common spaces.*

## 2.5 Nuisance or annoyance – other matters

Consistent with Default Rule 1.9:

- (1) An owner, occupier or user must not smoke or dispose of cigarette butts, or allow any other person to smoke or dispose of cigarette butts, on any part of the common property, including but not limited to the central garden, foyers, walkways, the Wentworth Avenue car park, basement garages and around doorways and fire door exits, or the street verges.
- (2) Smokers are reminded to consider their neighbours when smoking on balconies, including taking butts and ash trays indoors so they do not blow onto nearby balconies and courtyards.

## 2.6 Noise – other matters

Consistent with Default Rule 1.10:

- (1) To avoid causing substantial annoyance to neighbours, owners, occupiers or users should be particularly sensitive about making noise or permitting noise to be made between 10pm and 8am.
- (2) Owners, occupiers or users of a unit must not allow building works that make such noise as might be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit:
  - (a) outside the hours of 8.00am and 4.00pm, Monday to Friday;
  - (b) 9.00am and 1.00pm on Saturdays;
  - (c) at any time on Sundays or public holidays; and
  - (d) particularly disruptive works, such as concrete drilling, ongoing hammering, etc are to be undertaken between 9.00am and 4.00pm Monday to Friday only.
- (3) Written notice of any activities covered by this Rule should be given to the Strata Manager at least 48 hours in advance to allow for neighbours to be informed.

## **2.7 Debt collection**

- (1) If the Owners Corporation incurs legal and/or other costs in any legal or administrative action against an owner, including action to recover amounts owing pursuant to section 95 of the *Unit Titles (Management) Act 2011* then, provided the legal or administrative action was commenced by the Owners Corporation in good faith, the owner shall be liable to pay the Owners Corporation the full amount of the legal fees and/or other costs incurred in the legal or administrative action.
- (2) Any monies which are payable pursuant to Rule 2.7(1) shall be a debt enforceable by the Owners Corporation against an owner.
- (3) Notwithstanding Rule 2.7(1), the Owners Corporation shall not be entitled to recover any legal fees and/or other costs from an owner unless the Owners Corporation first provides to the owner a copy of invoices or, where the amount has already been paid by the Owners Corporation, receipts to evidence the amount due or paid by the Owners Corporation.
- (4) If the owner fails to pay the legal fees and/or other costs in accordance with Rule 2.7(1), the Owners Corporation may declare that a charge is to be imposed over the lease of the unit under section 96 of the *Unit Titles (Management) Act 2011*.

## **2.8 Execution of documents**

- (1) The Strata Manager is allowed to sign all statutory documents required under the Act, including Section 119 certificates and notices of reduced quorums.
- (2) The Executive Committee must approve the signing of all other documents, such as contracts and service agreements.

## **2.9 All Strata-related correspondence to be sent by email**

- (1) For the purpose of giving notice of a general meeting under section 3.6 of Schedule 3 of the *Unit Titles (Management) Act 2011*, notices will be sent by email to an address notified for this purpose by the owner. If no email address is nominated to the Strata Manager, the notice will be sent by post.
- (2) Meeting minutes, levy notices and all other general correspondence will only be sent by email to an address notified for this purpose by the owner. If no email address is nominated to the Strata Manager, the notice will be sent by post.

## **3 Living at the Viridian**

### **3.1 The Viridian's appearance**

Consistent with Default Rule 1.3

- (1) Owners, occupiers or users should report to the Strata Manager any graffiti, unauthorised signage or damage that detracts from the appearance and amenity of the common property.
- (2) Owners, occupiers or users must not install any custom window coverings, including awnings, bars, security screens or fly screens, which can be seen from the exterior of the building or common property, without considering their appearance from the exterior of the unit. As a guide, the frames of security screens to courtyard and balcony doors should be charcoal in colour and the screens should not have patterned grills.
- (3) Items that are not permitted on balconies and in courtyards include: indoor furniture, such as lounges; privacy screens; bamboo fencing; fixed clotheslines; and items that hang from metal framework attached to the structure of the building, such as hammocks.
- (4) Draping rugs, mats, blankets or clothing over balcony railings or courtyard walls is also not permitted.
- (5) Small, neat, portable clothes racks that are capable of being removed are permitted on balconies and in courtyards as long as they are removed when not in use and not left in place for prolonged periods of time.
- (6) Padded curtains are available to protect the lifts during the movement of large items. Please contact the Strata Manager at least two business days in advance to arrange timely installation before the arrival of removalists or trades people.
- (7) Owners are responsible for inspecting hallways and lifts prior to trades people leaving each day and for doing any required cleaning and/or vacuuming. While building works are in progress, excessive dust is likely to be created and carried outside the unit, so the door from the unit to common areas must be closed during the works. Trades people are to use protective mats between the door of the unit and the lift or foyer and remove them when they leave for the day. Cleaning directions from the Strata Manager must be carried out promptly.

### **3.2 Common services - hot water, free to air TV, Foxtel**

- (1) The hot water plant for the Viridian complex is centralised. It is managed by the Owners Corporation with the cost of operating and maintaining the plant split proportionally between unit owners, based on unit entitlement.
- (2) Free to air TV is delivered via antennae and hubs on the common property and secondary hubs, Intra hubs, that are located within units. All in-unit costs are borne by individuals.
- (3) Foxtel may be installed at the expense of owners through individual subscriptions. It is available via ports in each apartment, in the Intra hub box, and is delivered to the complex via a central Foxtel satellite receiver. Please note that this is a single cable feed and is therefore unable to deliver an IQ HD signal. Standard Foxtel boxes are compatible.



- (4) There is currently no infrastructure for all owners to charge electric vehicles in the Viridian complex. The Executive Committee will consider applications for charging points on the basis that all set up and ongoing costs associated with the application and the proposed electric vehicle are to be borne by the owner. The application demonstrating that the solution involves no cost or other impact on the Owner's Corporation should be forwarded to the Strata Manager detailing:
- a. The type of transport option being charged ie EV scooter, EV bike, EV mobility device, EV car type - Hybrid/plugin hybrid/full EV.
  - b. The choice of charging option:
    - i. 11kw charger
    - ii. 240 V, 10 amp power point
  - c. A quote from a suitably qualified contractor detailing the feasibility of installing the desired charging option.
  - d. The actual parking spot being impacted.
  - e. If the application received by Grady Strata is not complete with the required 4 items, then the application will be returned to the applicant marked incomplete - not approved.
  - f. If the applicant has a detailed charging history or documentation that impacts the estimated weekly hours of charging from the Cost Recovery table in Appendix A, then this should be submitted to the Strata Manager and a request for cost recovery calculation adjustment be submitted.
  - g. The charging of all electric transport options is to take place in the basement garage as instructed by ACT Fire Services.
- (5) Power points in the garages are not for individual use (see Rule 2.3.1(2)).

### **3.3 Access arrangements**

- (1) As noted in Rule 2.3.2, it is not possible for a complex like the Viridian to be fully secure. Therefore, it is very important that owners, occupiers and users are familiar with the access arrangements and follow them at all times.
- (2) The Viridian's access control and monitoring system includes:
- (a) eDevices – called Airkeys, remotes or fobs – to access external entry doors, lifts to specific floors and the basement garages;
  - (b) keys to access stairwells and individual units (see Rule 3.3(5) if replacing your key); and
  - (c) security cameras in the garages and driveways.
- (3) The loss of an eDevice or key compromises the existing layers of protection to the security of the building. Please report losses immediately to the Strata Manager.
- (4) Replacement and additional eDevices may be purchased through the Strata Manager.
- (5) The key to an individual unit also opens the fire door from inside the stairwell to the relevant floor, giving residents access to their floor via the stairs or the lift. It is important to take this into account if you decide to replace the key to your unit, i.e. to ensure you are able to access your floor in the event that the lift is unavailable.

- (6) No key is required to open the fire door and exit your floor via the stairwell, as this is a fire exit.
- (7) An owner or a person authorised by the owner may install:
  - (a) A locking or other safety device for the protection of the owner's unit against intruders, subject to any external requirements such as fire safety standards, see Rule 3.1(2) on screens for doors and windows;
  - (b) Any structure or device to prevent harm to children or pets. If it is visible externally to the unit, the owner should contact the Strata Manager to seek the approval of the Executive Committee.

### **3.4 Wildlife & pests**

- (1) Owners, occupiers or users should not feed possums, erect bird feeders or otherwise feed birds on balconies, in courtyards or on common property as they have the potential to attract pests.
- (2) A regular cycle of spraying around the common property to protect against pests occurs at regular intervals. Notification is sent to all owners in advance.

### **3.5 Recycling**

- (1) Separate garbage and recycling hoppers and a container for garden waste are provided adjacent to the underground car parks and the above ground commercial bin area.
- (2) Care needs to be taken to avoid contamination of the recycling materials with garbage and other waste. Details of the materials that are suitable for recycling are displayed on the recycling bins. The co-operation of all owners, occupiers and users, as well as contractors is essential for effective recycling.
- (3) Owners, occupiers and users must dispose of animal litter products in an appropriate manner – secured in a bag and placed in the general waste bin, not the recycling bin.
- (4) Bulky items that can be recycled must be disposed of at the appropriate recycling station, e.g. removal cartons and packaging materials. Other household items (such as bedding, furniture, computers, refrigerators, etc) and trade wastes (such as tiles, timber, plasterboard, etc) must be disposed of at an appropriate waste disposal point (more at <http://www.regyp.com.au> ).

# Appendix A - Guidelines for Erections & Alterations

## General

- (1) For the purposes of these guidelines, 'erections and alterations' includes any building works, renovations, improvements, installations, repairs and additions to a unit that:
  - (a) may impact on the structure of the building, or
  - (b) may have the potential to cause noise, a nuisance or substantial annoyance to an owner, occupier or user of another unit, either while in progress or after completion, or
  - (c) are to be permanently attached to the structure of the building, the common property or another unit, or
  - (d) may affect the external appearance of the unit or the Viridian complex.
- (2) All works permitted and completed under these Rules will be recorded in a Register maintained by the Strata Manager.
- (3) Minor works such as the painting of walls or minor changes within a unit that have no impact on noise, the structure or appearance of the building or on common property do not require specific approval.

## Hard flooring, including wood and tiles

- (4) All apartments in the Viridian were originally designed and built with carpet as the standard floor covering, and it is in the interests of the peaceful enjoyment of all residents that carpet continues to be the preferred floor covering for all rooms (except kitchens, bathrooms, toilets and laundries).
- (5) Rule 1.4 sets out the requirements and processes for any owner who wishes to replace floor coverings with tiles, floorboards or any other form of hard flooring. The requirements are for the benefit of all residents, to ensure that after installation there is minimal difference in sound transmission from the carpet and underlay that was installed as part of the original design and fit out of the Viridian complex.
- (6) Applications for the EC's permission to replace floor coverings are required to provide an acoustic test report (Rule 1.4(11)). This acoustic test requirement does not apply where the flooring change is to install wall to wall carpet on an underlay. The application must also include:
  - (a) A statement describing the method of laying, fixed or floating, for building insurance purposes;
  - (b) Confirmation that the flooring will be installed in accordance with the manufacturer's instructions;
  - (c) Written authorisation for a member of the Executive Committee and/or their representative to enter the unit for the purposes of the approval process and/or to follow up the installation, should the Committee deem this necessary."
- (7) The acoustic test report must be for the actual apartment for which the change of flooring is proposed. This is because acoustic resilience varies with building structure, and some flooring that delivers an LnTw of  $\leq 40\text{dB}$  in some complexes or some areas of the Viridian complex may not perform to the same acoustic level in another complex or even another unit in the Viridian. The Strata Manager can provide on request a

copy of a report conducted on the concrete slab in one area of the complex to assist the acoustic expert who is to conduct the test.

- (8) Applications to replace flooring in wet areas, such as kitchens, bathrooms, toilets/powder rooms and laundries, are required to address how water proofing membranes will be treated to ensure they will not be compromised.
- (9) Upon completion of the works, the owner is required to provide to the Strata Manager:
  - (a) evidence of the materials installed in the unit;
  - (b) confirmation from the place of purchase and/or installer that the flooring has been installed in accordance with the manufacturer's instructions;
  - (c) For flooring in kitchens, bathrooms, toilets/powder rooms and laundries, written confirmation that the areas have been appropriately waterproofed, ie evidence that the existing membrane has not been compromised, or that a new membrane has been applied.
- (10) As set out in Rule 2.3(1), owners are responsible for any costs arising from clean up, damage and garbage disposal required because their trades people and workers failed to comply with the Rules. No building or demolition material of any kind is to be placed in the Viridian garbage rooms, garbage skips, or recycling skips.

## **The Approval Process**

- (11) The EC's decision to approve a proposal from an owner for erections or alterations will be based on the completed Application Form and the supporting documents provided to the Strata Manager.
- (12) Works may not commence until the approval is granted. Therefore it is in the interests of owners to provide complete information to support the Application Form. Depending on the nature of the works, information to provide might include:
  - (a) sketches or plans of the proposed modifications with a clear indication of their location and how the proposed works will affect the appearance of the property, including any part of a proposed structure that will be visible externally;
  - (b) a sample of colours proposed to be used on structures, accompanied where possible by colour charts or brochures;
  - (c) plans and specifications for the proposed works prepared by suitably qualified persons, e.g. a structural engineer to address any impacts on the structural integrity of the building;
  - (d) permits, approvals or consents required for the proposed works under territory laws;
  - (e) confirmation that appropriately qualified trades people will be used, and/or that manufacturer's requirements and guidelines will be followed;
  - (f) confirmation that the proposed works will not affect adversely any fire safety and/or physical safety aspects of the property;
  - (g) details demonstrating that the proposed works relates to sustainable infrastructure;
  - (h) a schedule of the timing of the works and any special requirements that may cause disturbance to other residents of the complex during installation with the proposed dates and times.

- (13) The owner must pay the Owners Corporation's reasonable costs, fees or expenses in having relevant experts review the plans, specifications and/or supporting documents if such review is considered necessary.
- (14) In signing the Application Form, the owner agrees to indemnify the Owners Corporation from any claims against insurance or otherwise for loss, damage, wear and tear, fault or defect suffered by any person or the Owners Corporation in connection with the works. Owners and contractors must have their own insurance.
- (15) Written authorisation for inspection by a member of the EC and/or their representative to enter the unit for the purposes of the approval process and/or to follow up after completion, eg to confirm the approved products or materials have been installed, inspect waterproofing, etc.
- (16) On receipt of an Application Form for erections or alterations, the EC may approve the request, or, due to the significant impact of the proposal on the property, may decide to put a motion on the agenda for the next General Meeting as to whether the request should be approved. Any such motion will be distributed with all documents submitted by the owner in support of the application.
- (17) Such applications will be considered at the next scheduled General Meeting unless the owner agrees in writing to pay for the administrative costs of convening an earlier meeting to consider the request.
- (18) Approval of an application, either by the Executive Committee or at a General Meeting, will include the following conditions :
  - (a) the owner must comply, and ensure their contractors comply, with applicable territory laws and the plans and specifications relating to the works; and
  - (b) the owner will be responsible for the ongoing repair and maintenance of the works and any property affected by the works, and this responsibility transfers to future owners of the unit.
- (19) If an owner fails to adhere to the conditions, or fails to comply with any other aspect of the Viridian Rules, the Owners Corporation may require changes to be made at the owner's expense.

# APPLICATION FORM – Erections and Alterations

I/we, ....., the owners of unit ....., seek the approval of the Executive Committee to the following erections/alterations:

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The following documents are provided in support of the application:

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We would like the works to commence on.....(date). *Note: The EC's approval is dependent on the provision of all supporting information with this application.*

I/we

1. have read and agree to comply with the Owners Corporation Rules – Units Plan 2839 (June 2024) which include the Guidelines for Erections and Alterations, and accept that this application will be assessed on that basis;
2. acknowledge that I/we are bound by the Owners Corporation Rules – Units Plan 2839 under section 107 of the *Unit Titles (Management) Act 2011*; and
3. indemnify the Owners Corporation from any claims against insurance or otherwise for loss, damage, wear and tear, fault or defect suffered by any person or the Owners Corporation in connection with the building erections and/or alterations at the above address.

Signed .....

Date.....

Name .....

**Executive Committee Use only**

The above application was considered by the Executive Committee on  
..... and is:

- Approved, subject to the following:
  - (a) the owner must comply, and ensure their contractors comply, with any applicable territory law and the plans and specifications relating to the works; and
  - (b) the owner will be responsible for the ongoing repair and maintenance of the works and any property affected by the works, and this responsibility transfers to future owners of the unit.
- Approved, subject to the above & the additional conditions attached.
- Referred to a General Meeting of the Owners Corporation.
- Not Approved. Reasons are attached, noting the relevant Rule/s.

**Signed on behalf of the Executive Committee**

Signed .....

Date.....

Name .....

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**Contact details for the Strata Manager**

*Grady Strata & Facilities*  
*Unit G7 / 65 Canberra Avenue, Griffith*  
*Phone: 02 6251 1214*  
*Email: [patrick.gills@gradystrata.com.au](mailto:patrick.gills@gradystrata.com.au)*