

Members file

16 March, 1977.

16/3

Mr. Chris Lang,

URAMBI HOUSE NO. 1 - END WINDOW

I would like to draw the attention of the Urambi Board and the architect to a difference in the exterior appearance of the end windows of my house (No. 1) and that of No. 6, both of which are on the southern ends of blocks 1 and 2. House No. 6 has two sections of wood panelling - under the kitchen window (exterior) and on the mezzanine level (exterior and interior). In contrast, my own house has no such timber panel finish under either of the windows.

The architect's plan for south-facing end units includes provision for exterior wood panelling beneath the kitchen side window. However, this feature has been omitted from my house, which has brickwork in the area up to the kitchen window. This, I contend, is not in conformity with the plan (the reason given is a difference in plumbing lay-outs, but why should this occur on identical houses?).

An inspection of house No. 6 also reveals similar wood panelling (inside and outside) at floor level on the mezzanine 'study'. Since I consider myself to be disadvantaged by the failure to provide the timber panels under the kitchen window, I am writing to request that this feature be included on the mezzanine, in the same manner as that on house No. 6. This would avoid the need (and cost) to remove the brickwork under my kitchen window (to conform to the plan's specification), whilst at the same time removing an unnecessary (in my view) window at floor level on the mezzanine and enhancing the external appearance of the house.

In short, I believe there is a lack of consistency in the ends of these two houses.

W. Hickson

Warren Hickson

Mr Christie

Do you have a reaction?

h

I doubt whether ^{significant} changes are possible in ~~the~~ house at this stage.
(a) Is the house built in accord with P + S.?
(b) If not, is there any reason for change (see Bell)?
(c) Refer query to Bell for advice.
Hil

Power Conn & Co

Barristers & Solicitors

1st Floor, Maitland House, London Circuit, Canberra City ACT
PO Box 589 Canberra City ACT 2601
Telephone (062) 48 0888
DX.5629

J.D. Power LL.B.
T.W. Conn LL.B.
M.R. Conn B.A.(Hons)
LL.B.(Hons)

Our ref: TWC:1901

Your ref:

14 October, 1982

(Copy)

The Secretary,
The Proprietors of Units Plan 119,
C/- Allen Curtis and Partners Pty. Limited,
128 Bunda Street,
CANBERRA CITY ACT 2601

Dear Sir,

RE: HICKSON to MALLOY
Unit 1 Units Plan 119 Kambah

We refer to previous correspondence in this matter.

We advise that it is a condition of our client's sale of the above unit that the fire place in the unit become approved by the Department of the Capital Territory.

Before the Department will approve the plans for the fire place they require the affixing of the common seal of the Body Corporate on the plans noting the Body Corporate's consent to the plans. Please find enclosed two (2) copies of the plan for the affixing of the common seal by the Body Corporate as a matter of urgency and return to us.

If there are any enquiries please do not hesitate to contact the writer.

Yours faithfully,
POWER CONN & CO.,

per:



T.W. Conn

Encl.

(65)
Send on to R Jolesteri urgent

23 October 1982

Power Conn & Co
Barristers & Solicitors
PO Box 589
Canberra City ACT 2601

Dear Sirs

HICKSON TO MALLOY

I have your letter of 14 October 1982.

I can find no record of the previous correspondence to which you refer; nor of any previous application for approval of a fireplace in No 1 Urambi.

I have therefore accepted your letter as an application for such approval, and have referred it to Ms Annie Lang, our Structures Convenor, for consideration.

The Body Corporate Committee next meets on 1 November 1982; I trust the matter will be considered at that meeting. If it is, you may expect to know the outcome early in November.

Yours faithfully

Ralph Goldstein)
Secretary.

cc: Annie Lang
Allen Curtis.

Annie: Can you please let the Committee have your recommendation on 1 November, and ask whoever acts for me next month to inform Power Conn of the outcome?

Ralph.

18/1 GOW ST

ABBOTSFORD NSW
2046

26.10.82.

Dear Mrs Lang,

My solicitor, Mr Terry Carr of Power Carr & Co has informed me that Allen Curtis & Partners have referred my application for fireplace approval to you (through the Secretary of the Body Corporate). I have been advised that you will be considering this application at the meeting of the Structures Committee on 1 November 1982.

I am writing merely to request that this matter receive attention at the meeting as I am currently in the process of selling my Urambi Unit (No 1). The fireplace was included in the plans for the unit but was not installed at the time of construction due to technical difficulties and other factors. I subsequently contracted for the work to be done in late 1978 but, because of an inter-state job relocation, failed to have the unit passed by D.C.T.

You will now have the plans before you for approval. I would be grateful if you ^{would} give this application favourable consideration so that settlement can proceed forthwith.

Yours sincerely
W. J. Hickson
(W. J. Hickson).

Structurals.

1 Krambi Village
(Ph. 45.8431 b.h)

Dear Ian,
CARPORT HOUSES 1-3.

Guy Robert has provided me with the relevant section of the Unit Titles Ordinance in regard to our carport proposal. It appears that this requires a "unanimous resolution".

Since owners of 1, 2 & 3 still wish to have a flat-roofed car-port erected, I am writing to request that a meeting be convened to discuss the issue of a carport on this site. It appears that a number of members of the Body Corporate are in favour of such a ~~port~~ structure in this area and a recommendation along these lines might be sufficient to get the resolution needed.

If you have any ideas or ^{matter} suggestions as to the way in which such a restrictive covenant in the Ordinance can be circumvented, please let me know.

Yours sincerely,
W. J. Hixson.

THE SCHEDULE

Section 78

Amended by
No. 10, 1971,
s. 10.

ARTICLES

1. In these Articles, unless the contrary intention appears, "the Ordinance" means the *Unit Titles Ordinance 1970*.

2. (1) In this article, "authorized agent" means a person authorized by the Corporation for the purposes of this article.

(2) Subject to this article, an authorized agent may, at all reasonable times—

- (a) inspect a unit for the purpose of ascertaining whether or not the Ordinance and these Articles are being observed;
- (b) carry out in, on or to a unit any maintenance, repairs or work that the corporation is, by the Ordinance or these Articles, required to carry out in, on or to the unit;
- (c) carry out in, on or to a unit the functions imposed, exercise the powers conferred, and perform the duties imposed, by the Ordinance and these Articles on the Corporation in so far as they relate to the unit,

and may, for any of those purposes, enter and remain in or on the unit for such period as is reasonably necessary for the purposes of doing any act referred to in this article.

(3) An authorized agent shall not do any act referred to in this article unless—

- (a) the Corporation or the authorized agent has given to the proprietor of the unit or to the occupier or user of the unit reasonable notice of his intention to enter in or on the unit or to do the act; or
- (b) by reason of an emergency, it is essential that the act be done without notice having been so given.

3. Each member of the Corporation shall—

- (a) pay all rates, taxes, charges, outgoings and assessments payable in respect of his unit;
- (b) repair and maintain his unit and keep his unit in a state of good repair;
- (c) if he agrees to transfer the lease of his unit to another person, forthwith give notice of the fact to the Corporation;
- (d) comply with any requirement made by or under any law in force in the Territory to carry out repairs or to do any work or thing in relation to his unit;
- (e) if his unit is to be unoccupied for a continuous period exceeding thirty days, give notice of the fact to the Corporation;
- (f) if a change occurs in the occupancy of his unit, notify the Corporation of that fact and of the name of the person who will occupy the unit.

4. A member of the Corporation shall not—

- (a) use the common property or permit it to be used so as unreasonably to interfere with the use and enjoyment of the common property by another member of the Corporation, by the occupier or user of another unit or by an invitee or licensee of such a member or person;
- (b) use his unit or permit it to be used in such a manner as to cause a nuisance, hazard or substantial annoyance to another member of the Corporation or an occupier or user of another unit or to an invitee or licensee of such a member or person;
- (c) make within his unit or on the common property such a noise as might reasonably, in the circumstances, cause substantial annoyance to another member of the Corporation or to the occupier or user of another unit;
- (d) use his unit, or permit it to be used, in a manner that results in there being a contravention of a law in force in the Territory;
- (e) except in accordance with the express permission contained in a unanimous resolution of the Corporation and in accordance with the provisions of any law in force in the Territory applicable in the circumstances, erect or alter any structure in or on his unit; and