

Members

5<sup>th</sup> May, 1977

We Urambi Cooperative Community Advancement Society limited having regard to an agreement dated 8<sup>th</sup> April 1976 between ourselves as Vendor to sell home unit no. 21 on Block 1 Section 149 and Michael Edward Robbins and Janet Ruth Robbins as Purchaser to purchase the said unit and also having regard to the fact that both said Vendor and said Purchaser will complete the said agreement at 3pm on Wednesday 11<sup>th</sup> May 1977 we hereby and pursuant to clause 28 of the said agreement give permission to the said Purchaser to enter upon the subject property and carry out the following work; the laying of vinyl flooring in the kitchen; the removal of topsoil and depositing of sand in the private court area preparatory to paving the said area; and paving of said area; but for no other work whatsoever; until handover of the house by the builder to the Society no work will be done within the house.

The Society agrees to the above

On behalf of the Society

*John King*  
(Secretary)

5 May 1977

ABBOTT TOUT CREER & WILKINSON  
SOLICITORS

CANBERRA:  
DAVID C. D. HARPER, B.A., LL.B.

~~PAMELA M. COWARD, B.A., LL.M. (ASSOCIATE)~~

SYDNEY:  
JAMES NEILL CREER

PETER MARSHALL WILKINSON, LL.B.  
KENNETH LEA ADDISON  
VICTOR FRANCIS KELLY LL.B.  
KENNETH JOHN PALMER, B.A., LL.B.  
ROBERT WILLIAM MCCORMACK  
WILLIAM JAMES HENTY, LL.B.  
MICHAEL LANCASTER OATES  
JOHN DAVID EDELMAN

92-96 NORTHBOURNE AVENUE  
CANBERRA CITY

TELEGRAPHIC & CABLE ADDRESS  
"ABATOUT," CANBERRA

TELEPHONE: 49-7788

CANBERRA DOCUMENT EXCHANGE 22

PLEASE ADDRESS ALL CORRESPONDENCE TO  
P.O. BOX 828  
CANBERRA CITY, A.C.T. 2601

YOUR REF.

OUR REF. RM.8417

23rd May, 1977.

The Secretary,  
Urambi Co-operative Community Advancement Society Limited,  
P.O. Box 666,  
CIVIC SQUARE, A.C.T. 2608

Dear Sir,

Re: SALE OF UNIT 21 TO ROBBINS

We confirm that settlement of this matter was effected on the 11th May 1977. A settlement statement giving financial details of the transaction has been handed to you already.

As you are aware, the rates on the unit had not been paid at the time of settlement, and accordingly an appropriate undertaking was handed over at settlement. No doubt you will sort this matter out with purchasers in due course.

We have notified the Department of the Capital Territory of the change of ownership of the unit, and all future rates and notices should be forwarded to the new owners at their home address.

We enclose a memorandum of our costs and disbursements for acting for you on this sale.

Yours faithfully,

ABBOTT TOUT CREER & WILKINSON

Per:



21 Urambi Village  
Kambah ACT 2902

Urambi Village Body Corporate Committee  
Structures Officer

I hereby seek approval to erect two structures within the unit entitlement of 21 Urambi Village.

The first is a Solarhart 302 BCXII solar water heater similar to the ones installed on the roof of 19 and the roof of 33 Urambi Village.

The second is a two panel solar space heater.

The attached plan shows the proposed location of the two structures on the roof of 21 Urambi Village. The hot water heater will be sited so that the top of the tank is below the ridge tiles of the roof.

Therefore, the only position from which any part of these structures is likely to be visible is the lawn west of 22 Urambi Village.

I have consulted with the owners of units 17, 18, 19, 20 and 22 Urambi Village and all have consented to the installation of these structures. On this basis, and as we are currently without hot water for showers because our existing hot water system recently developed a serious leak, I have arranged for installation to proceed as soon as possible. This is likely to be Tuesday 19 August 1997.

Yours sincerely,  
Michael Robbins  
11 August 1997

Agreed Andrew Lopez 19  
E. Jones Edwards 20.

OK Sheila Mulpin

Agreed Hilary El Jones 18  
Agreed Julia Brown



21 Urambi Village  
Kambah

15/10/80

The Convenor  
Urambi Body Corporate Committee

Dear Sir,

I wish to make a formal complaint about Misty being brought to Body Corporate Committee Meetings and being left outside. At about 9pm I walked by the Community Centre on my way to check my mail box and was confronted by Misty, who I told to go home. On my way back I considered coming into the meeting to ask Roger to confine Misty and found my way in to the Community Centre barred by Misty who barked and adopted a threatening posture. I decide not to throw a brick at the dogs head or to come into the meeting but to write this letter instead.

Yours sincerely,  
Mike Rabbis

Urambi Village Body Corporate C'tee.  
40 20 Urambi Village  
10 July 1981

Dear Mike,

I refer to your letter of 15.10.80, concerning an incident involving Roger Swift's dog, Misty. Unfortunately, your letter was mislaid for some months, and has only now come officially to the Committee's notice. We hope you will accept our very sincere & shame-faced apologies for the delay.

Roger will be officially notified that a complaint has been received, & that the consequences of further complaints may be that he will be asked to find another home for Misty.

Yours sincerely,

A. Ryan

Secretary.

Urambi Village S.C.C.,  
No 20 Urambi Village.

10 July 1981

Dear Roger,

I am writing to inform you that the Body Corporate Committee has received a formal complaint from the joint owner of No 21, about your dog. A copy of Mike Robbins' letter is attached, so that you can see the grounds of his grievance.

As you will note, the incident occurred a long time ago. The letter was unfortunately mislaid, so action has been delayed until now.

Permission to keep any animal in Urambi is at the discretion of the Body Corporate. The Committee seldom receives formal complaints about pets from residents, who are on the whole very tolerant of minor nuisances. However, should more such complaints be lodged, the Committee would have to consider whether you should be asked to find another home for your pet.

We do hope that this will not occur, & that there will be no more need of formal communications from anyone on this subject!

Yours sincerely,

Ann Ryan  
Secretary

Annie Lang  
Structures Coordinator  
Urumbi BCC

## STRUCTURES

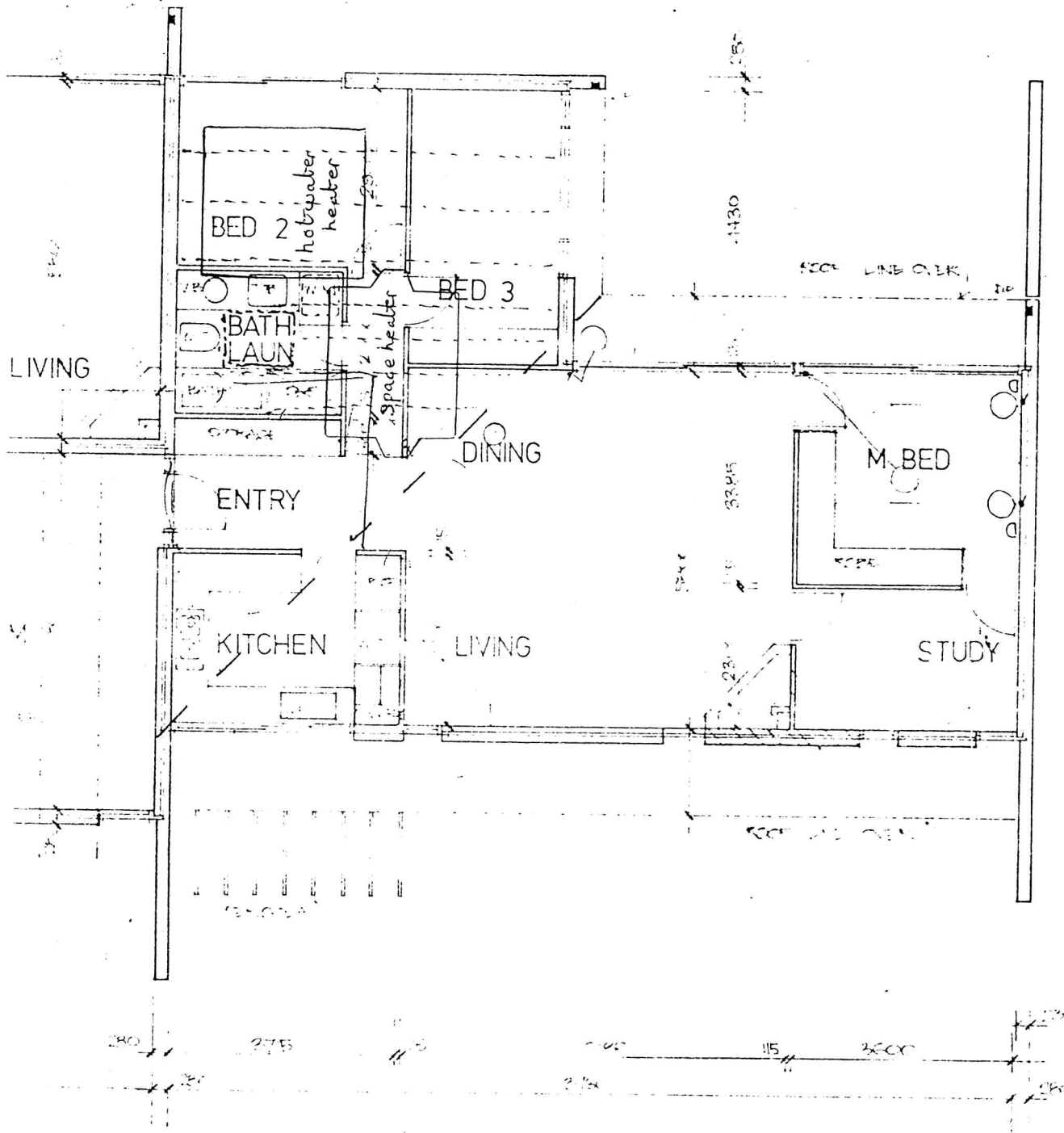
Following the discussion of structures at the BCC meeting on Tuesday 11 January 1983 (see Urumbi BCC Minutes 11.1.83 p.2), Barry Clarke and I toured the site on Wednesday morning, 12 January 1983. Our purpose was to determine if the structures adjacent to Houses 34 (post-and-rail fence) and to House 21 (adventure playground) were on Urumbi land. To assist us we had a Urumbi Village plan showing the sewage and storm water junctions and the boundary of Urumbi Village and crown land.

Using the plan and a tape measure we concluded that parts of the structures adjacent to House 34 and to House 21 are on Urumbi land.

While inspecting the structure at House 21 we spoke to Digby Gascoine, and told him about our conclusions. At his request we left the sewage plan with him. He told us that he intended to discuss our views with Mike Robbins (owner of House 21).

I have not discussed this report with Barry Clarke.

*Annie Lang*  
C.M. Lang  
1 February 1983.



proposed siting of solar hot water and space heaters

Agreed Monday 19, Miland Alfonso 18.

Spone Edwards 20

UCSP-21 Shalpine 17



Structures Rec. to be approved

Structures Committee

Residents of no. 21 request permission to erect

① Aviary on south facing wing wall outside master bedroom  
- netting, perspex, and Cambi-brow wood. Dimensions: approx 4'6" wide x 2'3" deep x 4' high.

To house two African love-birds  
- Ellyards consulted + o.k'd.

② Lean-to glasshouse on west-facing wall - dimensions 10' long x 6' wide x 6'6" high at peak. ~~By~~ Aluminium + glass. Ryans + Ellyards consulted + agreeable.

③ Pergola outside west-facing bedroom - 6' wide constructed of brown aluminium (to match Ryans pergola to which it is closest) and to be covered with grapevine  
J. Robbins

Michael Robbins  
21 Urambi Village

As the person responsible for structures on the Body Corporate, I received your letter dated 11 August last night.

Your request for the installation of a solar water heater and solar space heater was approved at the meeting of the Body Corporate Committee held last night.

I apologise that it has taken so long to get this approval to you. However, I assume that the installation has taken place, and I hope that all is working satisfactorily.

David Keightley  
17 September 97

## Proposal to install photovoltaic panels at Unit 21 Urambi Village

To reduce our carbon footprint by generating most of the power we use, we the owners of Unit 21, Units Plan 119 (Jan and Michael Robbins) request permission to install 2.1 kW peak wattage of photovoltaic panels on the north-facing roof of the extension at Unit 21 Urambi Village.

The Urambi Village Structures Guidelines 2004 do not deal specifically with photovoltaic panels. However, "roof protuberances" are covered under the section "Television aerials ..." which says, "Other proposed roof protuberances (flagpoles, weather vanes, statues, sculptures etc) are subject to EC (Executive Committee) approval in the usual way." (see below) ACT Government approvals will be handled by the installer.

The panels would cover most of the 5.1m x 3.5m north-facing roof of our extension in a rectangular array 5 panels across and 2 deep. They would be installed parallel to the roof, about 50mm above the roof surface, to ensure they don't get too hot. They are mainly black with a black edging which will be about 0.3m in from the sides of the roof, and about 0.15m from the gutter and the ridge cap tiles. All wiring and fixing to the roof is under the panels. (see attached photograph, leaflet, and diagram).

Unit 21's extension's roof faces the common land west of Unit 22 (the grassed area towards the golf course next to Unit 22, and north of the hedge bounding Unit 21). The edge of the panels may be slightly visible through the hedge from the south west corner room of Unit 22. The grassed area is the only place in the Village from which the panels will be clearly visible. The attached photo of an installation of the same size, using the same type of panels, but on a larger roof, gives an idea of what the panels would look like if you were standing on top of a table west of Unit 22. The amount of tile shown in the photograph to the left of the photovoltaic panels, is about the amount of tile that will be showing at the edges of Unit 21's extension roof. The other parts of the photovoltaic system, the meter, circuit breakers and inverter would not be visible.

If any owner of a unit in Urambi Village considers objecting to this proposal would they please first contact us, and/or the Structures member of the EC (Alastair Swain, Unit 41) to discuss the proposal. Hopefully any concerns can be addressed and there will be no need to lodge an objection.

Should any owner of a unit in Urambi Village feel they have concerns with the proposal that have not been adequately answered by ourselves or a member of the EC they will need to lodge a written objection with the Structures member of the Urambi Village EC clearly stating the reasons for their objection within 21 days of the display of this notice, that is by 8 October 2008. The EC will then call a meeting of all members of the corporation to coincide with an EC meeting and at that meeting a vote shall be taken; and a two-thirds majority of the members present and voting shall be required for the proposal to be permitted to proceed.

Jan and Michael Robbins,  
5 September 2008

Jan R Robbins Michael E Robbins Unit 21

Andrew Unit 19

OK. Watson UNIT 25

Geraldine Robertson # 27

Blair Mitchell # 16.

Libby Amiel #15

Deborah #23

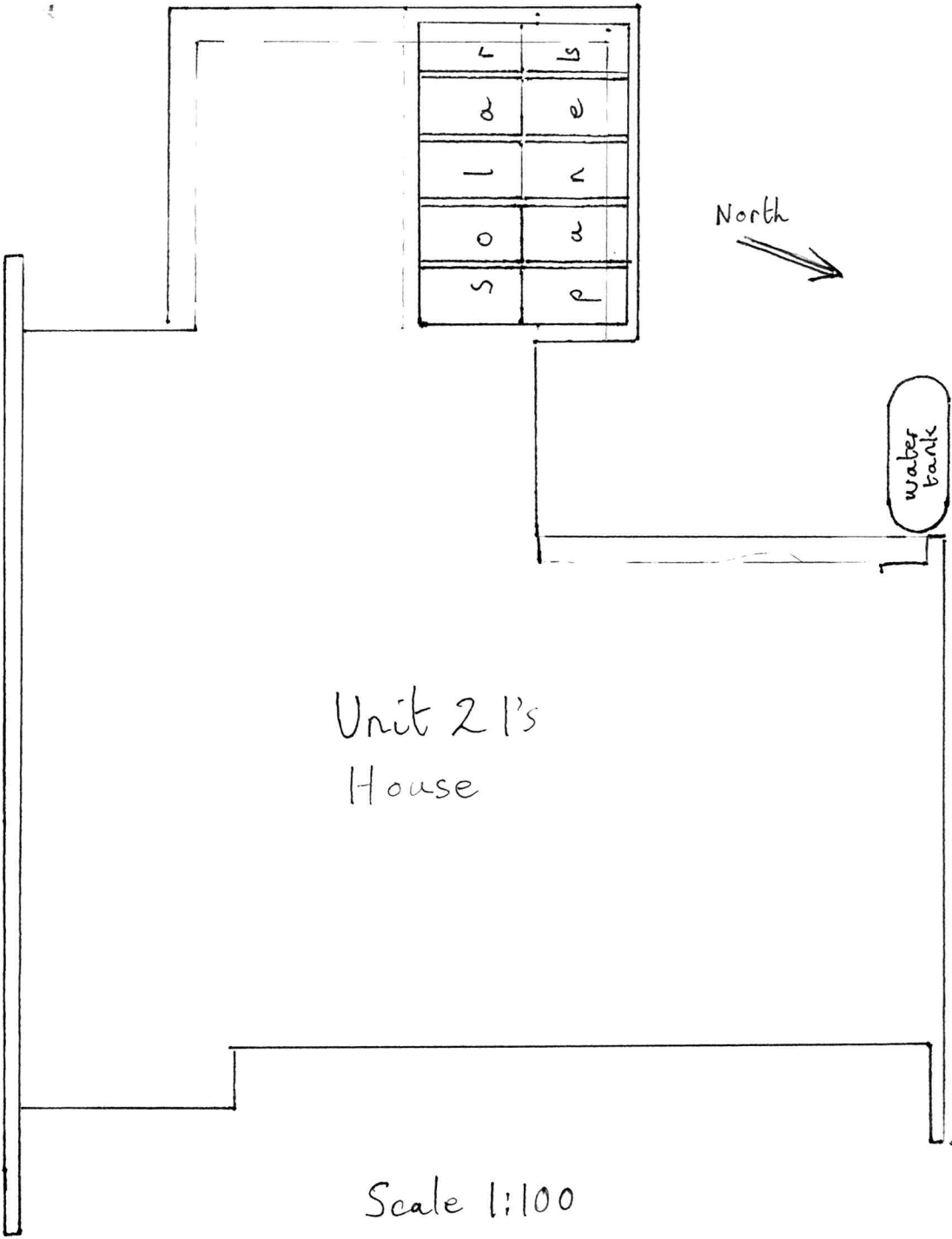
Richard #28

Jaya Wainwright # 17

Alastair Swain #22

Alastair Swain #41 + 24

Unit 20



North

Unit 21's House

water tank

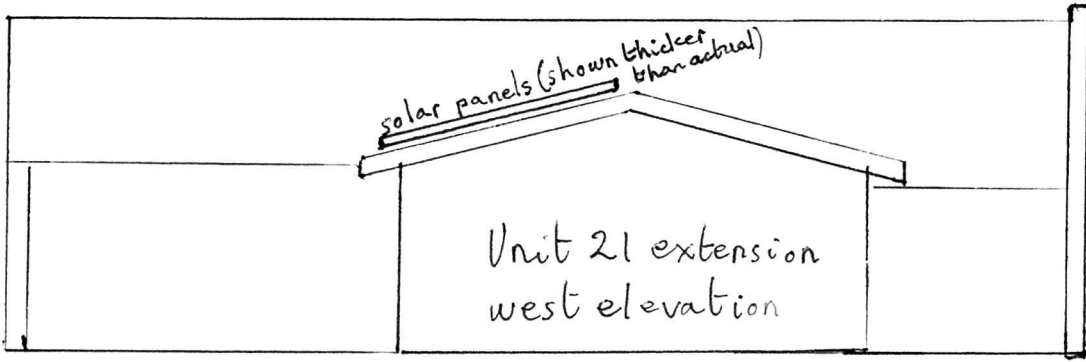
Hedge

grassed area

south west corner

Unit 22

Scale 1:100



Unit 21 extension west elevation

solar panels (shown thicker than actual)

## Urambi AGM, Sunday 15 August 2010

### Notice about alienation of common land and unapproved structures

The EC **will not support** the motions proposed for Sunday's AGM as set out in the note placed in letterboxes on Tuesday. That said, we welcome discussion at the AGM of the issues raised.

On those issues, the EC believes the advice cited about using section 88B of the *Unit Titles Act 2001* is **wrong**. That section of the Act applies to **minor use** of common land that will not unreasonably interfere with others' reasonable use and enjoyment of that land. Nor do the proposed resolutions properly and accurately reflect these **legal requirements**.

Section 88B states:

#### **Decisions about use of common property**

*The executive committee of an owners corporation may consent to an application by a member of the corporation to use the common property if—*

- (a) the use applied for is minor; and*
- (b) the use will not unreasonably interfere with the reasonable use and enjoyment of the common property by other members of the corporation.*

*Example—minor use*

*installation of airconditioner or awning on unit that extends over common property*

*Note An example is part of the Act, is not exhaustive and may extend, but does not limit, the meaning of the provision in which it appears (see Legislation Act, s 126 and s 132).*

There are potential **legal, financial and insurance implications** for us all following any EC approval of alienation of body corporate land. There also is the loss of amenity, as much of the charm and value of Urambi comes from its common areas that are open to all. Alienation of common land must not be approached lightly.

The proposed AGM motions seek to make it easier for any owner to alienate body corporate land. They also seek to bind the incoming Executive Committee to consenting to any application for alienation of common land under conditions that may not be minor and therefore would **not comply with the requirements of the Act**. Nor do they require the applicant to address the requirements of section 88B or provide details such as the area of land proposed to be used.

This issue has been triggered by a proposal from Michael Robbins (house 21) to fence off a large area of common land the width of his property and several metres deep, almost the size of an average back yard for a tri-level Urambi house. The 'back fence' he refers to is deep into body corporate land. Not all neighbours agree with his proposal. No valid reason has been given as to why the fence is needed.

Fencing in common land can increase the marketability of an individual property at the expense of the interests of others.

We are not opposed to Michael's continued use of the body corporate land that has already been alienated by the substantial stone wall he has built. We are opposed to his fencing it off. We are opposed to making it easier for people to alienate land that belongs to us all and that is such a critical part of what makes Urambi special.

*David Keightley (#55), on behalf of the 2010 Executive Committee  
12 August 2010*

**From:** Ellen Shipley [eshipley2002@yahoo.com.au](mailto:eshipley2002@yahoo.com.au)  
**Subject:** Fence on Common Land at Unit 21  
**Date:** 27 November 2010 at 8:10 PM  
**To:** Mike Robbins [mrobbins@home.netspeed.com.au](mailto:mrobbins@home.netspeed.com.au)  
**Cc:** David Keightley [david@dara.com.au](mailto:david@dara.com.au), Nic Brown [nic.k.a.brown@home.netspeed.com.au](mailto:nic.k.a.brown@home.netspeed.com.au), Hilary Edwards [hilary-edwards@hotmail.com](mailto:hilary-edwards@hotmail.com), Noel Pratt [angophera1@hotmail.com](mailto:angophera1@hotmail.com), John Bevan [johnandcoralbevan@grapevine.com.au](mailto:johnandcoralbevan@grapevine.com.au), Phillip McLauchlan [phillip.mclauchlan@yahoo.com.au](mailto:phillip.mclauchlan@yahoo.com.au), Steve Rabey [rabeypedler@velocitynet.com.au](mailto:rabeypedler@velocitynet.com.au), Rob Riley [smileyriley@netspeed.com.au](mailto:smileyriley@netspeed.com.au)

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ES

Dear Michael,

Thank you for attending the Executive Committee meeting on 16 November to discuss the fence you are constructing on Common Land behind Unit 21.

As discussed, the fence will be a substantial construction, on land that belongs to the village corporately. The EC expressed its concern that the fence construction was going ahead.

We note that you sought permission for such a fence and this was refused as EC cannot approve such structures on common land. The discussion on this matter at the AGM was heated, and as you are aware there continue to be discussions and divisions in the Village about how structures on common land should be treated.

Concerns were expressed during our meeting that your decision will produce a structure which is at odds with the architectural harmony of the Village and will detract from the amenity of the Village as a whole.

It is also disappointing that you chose to interpret the fact that the EC cannot approve such structures as “don’t ask, don’t tell”, and that you acted before the matter could be discussed at length by the community. Several suggestions were made in the discussion at the AGM about non-permanent solutions to your situation. It is also disappointing that, as a long term resident, and former member and convenor of the EC, you have chosen to build such a substantial structure.

Your decision to proceed sets a precedent which undermines the fabric of three decades of cooperative living in the Village.

The EC’s preference is that you cease constructing the fence and remove the posts. There are a number of un-intrusive, informal and easily demountable means that you could use to discourage dogs from coming onto common land abutting your property. As noted above, at the AGM one resident suggested planting as an option. We encourage you to find an effective non -intrusive and non structural approach to this problem.

However, it is clear from our discussion that you intend to continue with the construction of the fence. Your decision places the EC in a difficult position. Your behaviour could be construed as deliberately provocative, confrontational and divisive – and the EC has no desire to escalate this

issue.

As discussed at the meeting, the EC places you on notice that this or future Executive Committees may direct you to remove the fence at your own expense. Moreover, in any transfer of your property, you must not claim to own the land enclosed by the fence.

Ellen Shipley  
Convenor