Colski. (16/4/74)

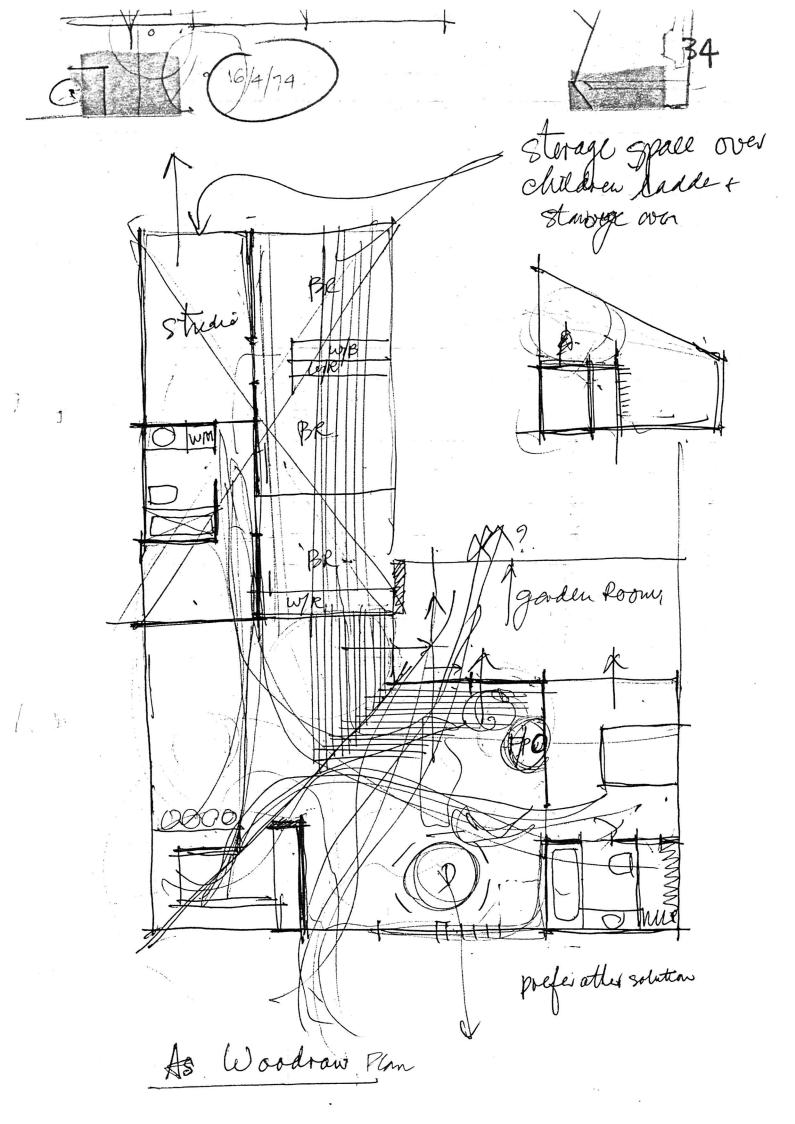
delete wall to BRS and make studios in crease in wall to live with work wall to living out truber living air lock and both lobby, to more?

standand kitchen

No cout cupt at enting

Plan Mase angle + corners! paintings!

Likylight to IR place Somewhere.



HOUSE NO: 34

HOUSE TYPE: UC Special

A CONTRACTOR OF THE PROPERTY O

MEMBER: GOLSKI

The Contractor shall prepare a price based on the layout and dimensions of the house, which confirms with the General Specification with the following exceptions.

Omit Roof framing, as generally specified to Engineers detail to Dining, Study, Entry and Living Rooms.

Ceiling Lining as generally specified to the above areas. Omit

Add Provide sloping roof framing to engineers detail.

Add Extra height of face brickwork up to soffite of sloping . ceiling.

DDA Line ceiling with 75 x 25 nom t & g boarding alpine ash mitred at the valley, secret fixing.

Door to Master bedroom and brick partition to leave an Omit opening 1500 wide.

> An Atlas rooflight Type TD 481 size 1220 x 405 shall be supplied and built into the roof in accordance with the manufacturers instructions.

Extend wall to Dining area.

Kitchen cupboards shall be as Clause F30 with Conquest fronts and Dark Blue Tops.

Wall and floor tiles shall be as Clause L2 & L4 supplied by client and fixed by builder.

Provide Simpson Katani oven and grill with 4 plate hotplate in blackglass.

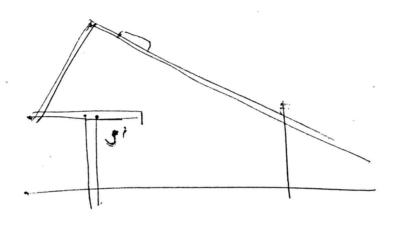
Provide shower rose and tops over each bath.

Provide 1 garage a.b.s.

Provide fireplace a.b.s.

Golski

Elemate wall between Study + BZ 3c doos to BR 3 and 4 pllatform inluding sloping roof space extend in Le space 5' (derign). down light to all deeles.



URAMBI

SELECTION SCHEDULE

On the wall of the exhibition are five boards showing various wall, floor and general fitments selected as part of the basic house. Urambi members are invited to make a selection on the following items:

Ovens and hotplates Wall and floor tiles Kitchen veneers and laminates

OVENS & HOTPLATES : SHEET A

We have refined the oven and hotplate selection to two well known makes - Simpson and Westinghouse and prices for both these products are very competitive due to the bulk purchase situation.

We ask members to make a choice of one of the three models within manufacturers range. Current prices are shown against each item. Upright stoves are only available for the Ul houses.

SIMPSON	PRICE	SELECTION	WESTINGHOUSE	PRICE.	SELECTION
KAMBARI Double Oven	\$352		POR 248 Double Oven	\$337	
KATANI Oven & Grill	\$237	✓	POR 246 Oven & Grill	\$251	
KARAMBI Auto Upright	\$ 329		EQUARIA Auto Upright	\$327	
Hotplate 4 plate Blackglass	\$140		Hotplate 4 plate Enamel Ring Elements	te \$130	,

Golski

34

BATHROOMS : SHEETS C & D

Contained on sheets B & C are elements of the bathroom prices for the houses currently reflect a medium range of tiles. In consultation with our interior designer we have suggested a range of wall tiles to blend with the Topaz tinted shower screen and the bronze floor tiles shown in two sizes. Plentiful use of cedar boarding with matching cedar towel rails will provide warm tones to interiors.

Bench tops will be plain white marbletone with recessed countertop basins with Raymor T4 taps. Laundry tubs will be a satin stainless steel flush fitting 10 gallon bowl.

FLOOR TILES	SELECTION	WALL TILES	SELECTION
Bronze 1" square mosaic		l. Camel .	
Bronze 2" square mosaic		2. Tan	
Shower Screen Satin Chron	ne	3. Light Stone	
Shower Screen Bronze	. • .	4. Sand	, ,
		5. Bamboo	¥ ,
		6. White	

Will Choose own tiles
A and Littings

HOUSE NO: GOLSKI

2 Showers over each

KITCHENS : SHEET B

Two timber veneers, teak and walnut are shown together with a range of Formica colours for the kitchen benches. Floors to the kitchens could ultimately be cork, vinyl, or quarry tiles, walls could be natural brick, and should be kept in mind in selecting colours.

					-
	BENCH FRONT VENEERS	SELECTION	BENCH TOP	SELECTION	
*	Blackbeam		Polar White	Dark Blue	.] A
	Teak		Cumquat		
	White Laminate ?		Butterscotch		
	- Congress		Jet Brown		
1:	led Sur Lac	· ·	Linden Green		
	led Surface bench (Sple	1 6.1)	Adobe		
ON1. +3	Dench (Spie	sh blak)	Buckskin		
	m. 10 4	-: 100		<u> </u>	_

	· ·	
CLIENT:	Coolski	
HOUSE NO:	34	

To Urambi Co-operative Community Advancement Society Ltd.

I/we hereby request that, in accordance with clause 20 of the Agreement dated the day of 1975, you provide the following items additional to, varying from, or giving detail to, items specified in the plans and specifications approved by the Building Controller, in or on house Number 34 as shown on the said plans and specifications to be erected on Section 149 Division of Kambah.

I/we agree to pay the costs for such items as estimated below, and I/we agree that such cost may be varied in accordance with clause 20 of the said Agreement.

ITEM			COST (\$)
1. Fireplace	1		520
2. Covered car space	, 1		1200
3. Kitchen fitments Dark / -tops (colour) Blue -stove (type) Katan	fronts (colour) Gonque	nat est.	
4. Bathrooms -walls tiles supplie -floor tiles (size)		ur) Bronze	
5. Lights .total	18		
-two-way switches	2.		
-down-lights	Э	F. 1	O
-dimmer switches	4	RECEIVE 28 NOV 19	75
-other		K S HON IA	19
Power points	2 waterproof outside	10	/ /
-double	26		1.1
-single	4		in the state of
T.V. points	L .	1	
Telephone points	3		
	•	9	
6. Extractor fan			

Other

Shower rose over each end of each bath.

in bathroom

Bidet. - subject to cost

Loft over Dressing Room/Ensuite, rooflight over

Sloping ceiling, ash boarding. - while house underflow electic heating from day of

Tyrolenax

Dated this

-over fan

36

Accepted by and on behalf of Urambi Co-operative Com

Director/Secretary

HOUSE NO:

34

HOUSE TYPE:

UCSF UCSF

MEMBER:

Golski

GROUP H

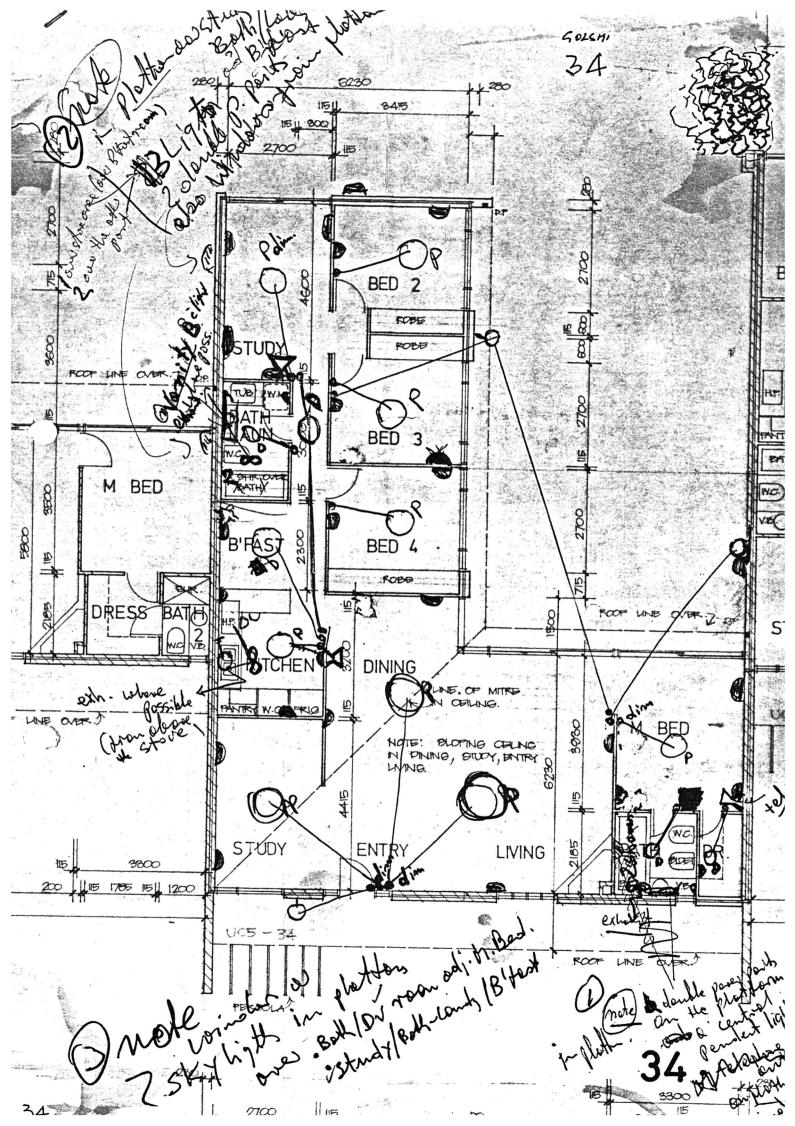
Asa

delete FfRau betoeen VR+FR (open space).

dow to corridor to form lock.

1 6.5.75 no doa fram LR to MBR open at 51
Amended 8.5-75. to ceiling

6.5-15 tiles by Golski codered from Portugal supplica by him to bulde tiles when required



Michael Dysart, B.Arch., FRAIA. Peter Bell, B.Arch., DIP. TCP. Brian Cullum, ARAIA., ARIBA.

Architects and Planners.

105 George Street, Sydney Cove, N.S.W., 2000. Telephone 241 2157

Architects Instruction

URAMBI COOPERATIVE

TO: STOCKS - HOLDINGS (Omborn) P/L

NO:

Project No:

Date: MAN 11/16

This instruction is issued on the understanding that the contractor shall inform the architect in writing if compliance with this instruction involves a variation to the contract. If a variation to the contract is involved the contractor shall obtain a contract variation before proceeding with the work unless otherwise instructed by the architect.

Max Tiledome TD 323 (810×810) That be built in to the following houses in accordance with The manufactivets, instruction, and the contract societications.

over Kitchens

18, 23, 25, 26, 27, 29, 30, 31, 32, 34, 35, 36 38, 41, 42, 43 (total 16)

Notex There are inaddition to the filedones already allowed for paths FITTE

TIKEPLADES:

James NP 1, 5, 6, 7, 9, 10, 14, 16, 17, 8, 19, 20, 21 22, 24, 25, 26, 28, 31, 32, 33, 34, 35 26,38,39,44,47,61,71,72 (+otal 31)

ribi	ribution

General Contractor Project Manager Client Clerk of Works Quantity Surveyor Structural Engineer

1	
	Electrical Engineer Hydraulic Engineer
V	Air Cond. Mech. Eng
	Architect
	File
	Other

Authorised

Michael Dysart & Associates Pty. Ltd.

Architects and Planners.

Michael Dysart, B. Arch., FRAIA. Peter Bell, B. Arch., DIP. TCP. Brian Cullum, ARAIA., ARIBA.

Distribution

General Contractor Project Manager Client Clerk of Works Quantity Surveyor Structural Engineer 105 George Street, Sydney Cove, N.S.W., 2000. Telephone 241 2157

Architects Instruction	NO: 34
Project: UNAMBL COCRERATIVE	Project N ^O :
TO: OTOKS+HOLDINGS(CANGERA) PA	Date: 11 to 7 24 176.
This instruction is issued on the understanding that the contractor shall writing if compliance with this instruction involves a variation to the co contract is involved the contractor shall obtain a contract variation be work unless otherwise instructed by the architect.	ntract. If a variation to the
1. HOUSE Nº29	
Include Latra elight point and	4
in alarmor incharact fan to, cerlin	
2. HOUSE Nº34 -	
Telete 2/60pe low pressure	Zip Keaters.
Add 2/30get many press	
3. HOWE NP4.	
But wallities to be Manyo	
(Pormancleotron. TAN)	
4. HOUSE Nº 37	
Replace damaged plastic	Cannate
Benditop to Kitchen - 1000	thion
Notplate opening behind !	maraze
- alles Danie, of Ratchin Livin	Lew.

Electrical Engineer Hydraulic Engineer Air Cond. Mech. Eng. Architect

File Other Authorised

Michael Dysart & Associates Pty. Ltd.

Michael Dysart, B. Arch., FRAIA. Peter Bell, B. Arch., DIP. TCP. Brian Cullum, ARAIA., ARIBA. **Architects and Planners.**

105 George Street, Sydney Cove, N.S.W., 2000. Telephone 241 2157

Architects Instruction	Arc	hite	cts	Inst	ruct	ion
------------------------	-----	------	-----	------	------	-----

Project.

To:

KAMBI

COPERATIVE

STOCKS-1 HOLDING (Camberra) P/L

NO:

Project No:

Date: 3496/76

This instruction is issued on the understanding that the contractor shall inform the architect in writing if compliance with this instruction involves a variation to the contract. If a variation to the contract is involved the contractor shall obtain a contract variation before proceeding with the work unless otherwise instructed by the architect.

VE: HOUSES Skritings to be ex 75x 20 in lun of shirting spec. Delete wall in 18 between Store Rm. and Study. Windows to Study of both 17 218 positioned goo from corner to be adjusted to suit brickwork) RE: POISE supply and instal additional filedone James all filedomes to be clear (if ipossible), and to be openable. Offset reduced from 2500 to 1500 to provide letter clevance of screen wall schoon A4 and 43.

Distribution

General Contractor Project Manager Client Clerk of Works Quantity Surveyor

Structural Engineer

	Electrical Engineer
	Hydraulic Engineer
	Air Cond. Mech. Enc
	Architect
] ~	File
	Other

Authorised

Michael Dysart & Associates Pty. Ltd.

Michael Dysart, B.Arch., FRAIA. Peter Bell, B.Arch., DIP. TCP. Brian Cullum, ARAIA., ARIBA.

Architects and Planners.

105 George Street, Sydney Cove, N.S.W., 2000. Telephone 241 2157

Architects Instruction

Project: // And Ell Organizative

To: Stocks + beld reg (Canberra) P/

NO: 4

Project NO:

Date:

This instruction is issued on the understanding that the contractor shall inform the architect in writing if compliance with this instruction involves a variation to the contract. If a variation to the contract is involved the contractor shall obtain a contract variation before proceeding with the work unless otherwise instructed by the architect.

HOINE Nº 34.

the exponential extra of \$1800 as to the exponent of the contractors butter by August 25/16.

the thorse details including too the sketch in the ady worded will be proposed in the second as possible.

Distribution

General Contractor Project Manager Client Clerk of Works Quantity Surveyor Structural Engineer ☐ Electrical Engineer
☐ Hydraulic Engineer
☐ Air Cond. Mech. Eng.
☐ Architect
☐ File
☐ Other

Authorised

Michael Dv

Michael Dysart & Associates Pty. Ltd.

August 26, 1976.

Dr. Alex Golski, 41 Mayo Street, WEETANGERA, ACT 2614.

Dear Alex,

Modifications to House 34, Urambi Village

Following your verbal acceptance of the proposed modifications to Unit 34, Urambi, and to the revised price of \$58,500 plus "Rise and Fall" from December 1, 1975, the Society has agreed to instruct the Architect to proceed with the revised design.

To assure the Society of your intention to proceed with the revised contract, would you please sign the attached letter.

Yours sincerely,

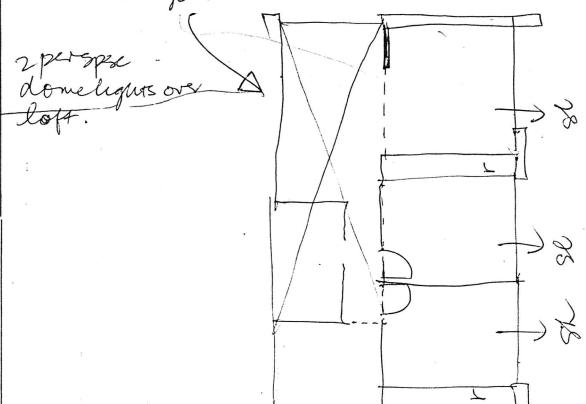
A. G. Christie,

Secretary.

Goldski VCSP 34. June 17/76.

- 1. timber lined cecling?
- 2. exposed joiots?
- 3. loft over MBCA But / To continue through over Entry / Ling / Study.
- 4. loft of over Batt/land to continue, Strdy wall between stray/Bed 2 togo.

rearrange them.



5. length of wall in \$2/Study to be. length of Atran heaks and approx 2'3" high.

* Wehal D-definitely no sooghights. 20.7.76

1

Mrs Goldski

Prop earling of bathroom to increase ceiling of childrens bedroom

Lange hotward size bogalls each bogalls each

Seems a but large for Ensente. FAB

The attached drawing are copies

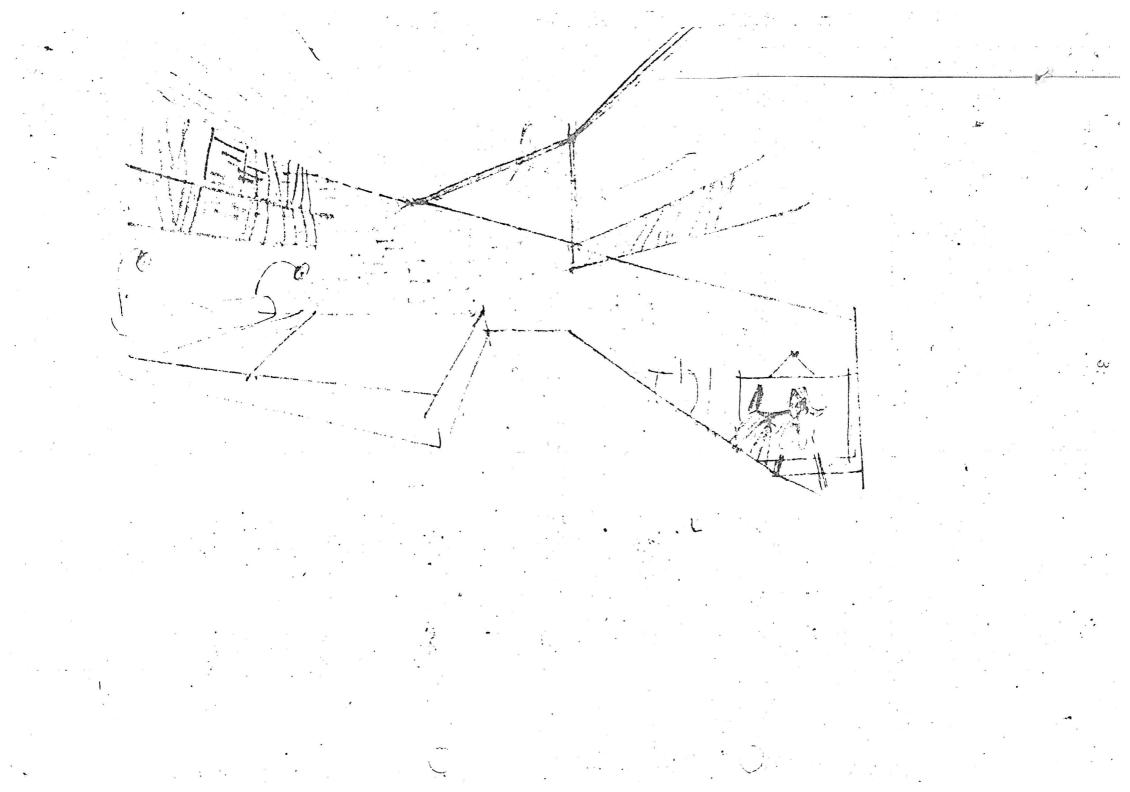
of sketcher given to two. Goldshi (18/12/75)

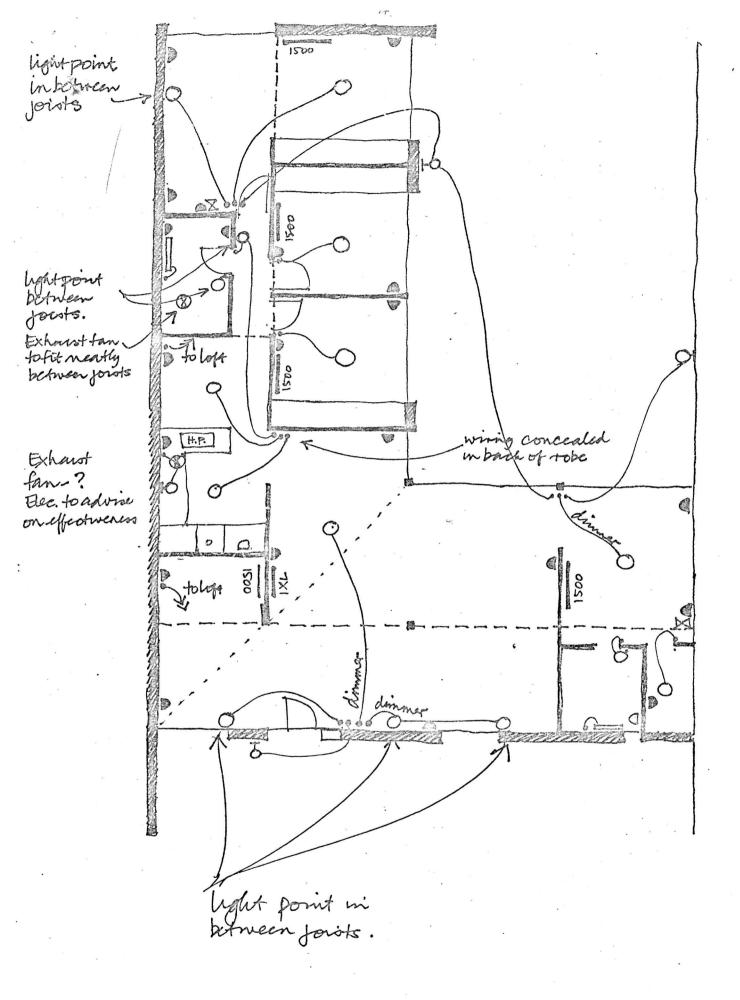
as an interpretation of what

she thought who was going to

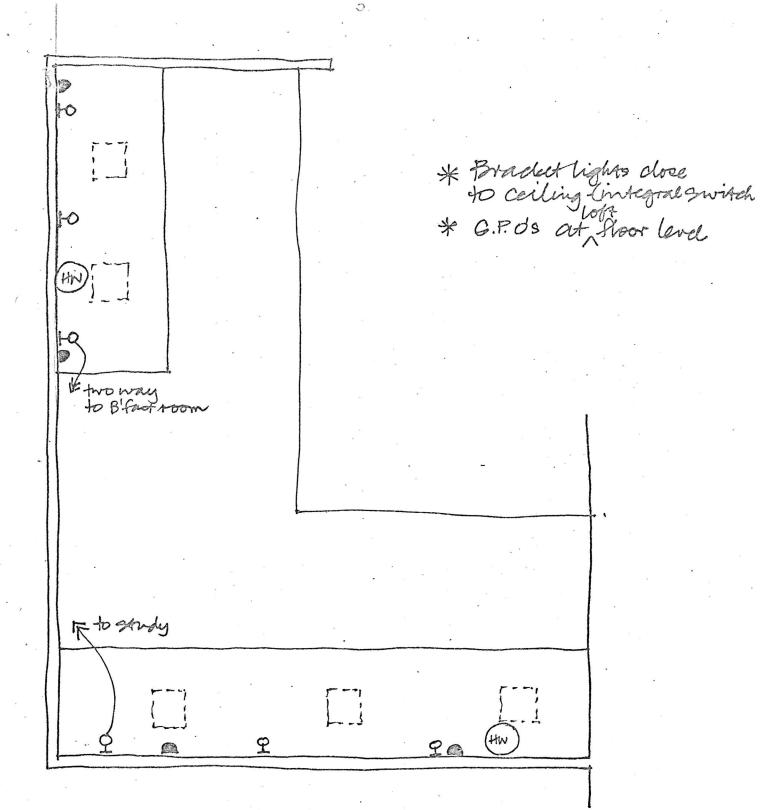
get (together with Peter mullersinggeotion)

à



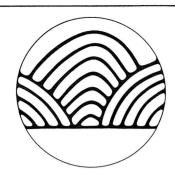


ELECTRICAL LAYOUT - Nº34.



LOFT - ELECTRICAL LAYOUT

N°34.



URAMBI CO-OPERATIVE COMMUNITY ADVANCEMENT SOCIETY LIMITED P.O. BOX 666 CIVIC SQUARE A.C.T. 2608 TEL: IAN LOWE 45 2566 A/H 86 3700 JIM BATTY 45 2554

August 30, 1976.

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

Dear Sir,

I hereby confirm my intention to purchase Unit No. 34 of the "Urambi Village" development at Section 149, Kambah. I agree that:

- Revised Contract Price \$58,500
- Rise and Fall clause to continue from December 1, 1975 (amount expected to be around \$3,000)
- Plans as submitted to and approved by Department of Capital Territory and modified by drawings presented to me by Peter Bell (Michael Dysart & Associates) on or about August 20 1976.
- Sources of funds:
 - Own (including deposit):\$ 14.500.
 1st Mortgage from Cyvic:\$ 35.000
 2nd Mortgage from Book (44:\$ 12.000

TOTAL: \$61,500

Yours faithfully,

Sneaden Hall & Gallop

Barristers & Solicitors

1st Floor, T & G Building, 39 London Circuit, Canberra City, A.C.T. 2601 P.O. Box 794 Telephone 488 111 STD 062 Stuart F.C. Wilcox LL.B.
William N. J. Swan LL.B.
E. David Landner LL.B.
Gregory A. Stretton B.A. LL.B.
Raymond J. Jenkins

Associate
John D. Harris LL.B.

Your Ref

Our Ref 37112:SW

25th February, 1977

Messrs. Abbott, Tout, Creer & Wilkinson, Solicitors, DX 5622, CANBERRA.

RECEIVED

28 FEB 1977

Dear Sirs,

A. T. C. & W.

re: Doctor Alexander and Mrs. Katharine Golski

We act for the abovenamed of Weetangera who are the purchasers of Home Unit No. 34 of Urambi Village pursuant to a contract with the Urambi Co-operative Unit Advancement Society Limite dated 9th April 1976. We understand that you act for the Society.

Our clients have had discussions with your clients and with the architect over a number of weeks concerning the construction of the mezzanine floor in the premises and about that construction being unsatisfactory.

The writer went to inspect the mezzanine floor with our clients last week and it is clear that the mezzanine floor is too high in that there is no standing room even up against the back wall and even allowing for the fact that our clients are not tall people. Our clients have in discussions been promised that the mezzanine would be constructed so that there would be adequate standing room but it now appears and now your clients admit it that the mezzanine is too high by about four courses of bricks. Our clients have now been told that the only alteration which could be made is to lower the level of the mezzanine by one course of bricks but that amendment will not make much difference and will not provide the standing room which our clients were promised.

In the result the mezzanine is virtually useless and our clients are now faced with the situation that they will not be getting what they bargained for.

We understand that the mezzanine floor costs in the vicinity of \$6,000.00 to construct and in the circumstances we are instructed that our cients are seeking a reduction in the purchase price of \$6,000.00 by virtue of the mezzanine floor

No No

2/...

Messrs. Abbott, Tout, Creer & Wilkinson

25th February, 1977

re: Doctor Alexander and Mrs. Katharine Golski

being useless and being unable to be satisfactorily reconstructed.

Would you kindly obtain your clients instructions at an early date.

Yours faithfully, SNEDDEN, HALL & GALLOP

ABBOTT TOUT CREER & WILKINSON

SOLICITORS

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

92-96 NORTHBOURNE AVENUE CANBERRA CITY

TELEGRAPHIC & CABLE ADDRESS "ABATOUT," CANBERRA

TELEPHONE: 49-7788

CANBERRA DOCUMENT EXCHANGE 22

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

AND AT 60 MARTIN PLACE SYDNEY

YOUR REF.

OUR REF.

RM.8248

PLEASE ADDRESS ALL CORRESPONDENCE TO P.O. BOX 828

CANBERRA CITY, A.C.T. 2601

10th March 1977

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

Dear Sir,

re: URAMBI TO GOLSKI - UNIT 34

We refer to our discussions with Mr. David Watson of your Board on Wednesday the 9th March 1977.

We now enclose a photocopy of the letter we received recently from Messrs. Snedden Hall & Gallop, the new solicitors for Dr. and Mrs. Golski, concerning the mezzanine floor in Unit 34, which was read to Mr. Watson,

Could you please consider the points raised in that letter, and let us have your written comments as soon as possible.

Yours faithfully,

ABBOTT TOUT CREER & WILKINSON

Per:

Phoned P Bell at site. He under took to supply of Sakvant info asap.

Legal file.

6 April 1977

Abbott Tout Creer and Wilkinson, P.O. Box 828, CANBERRA CITY A.C.T. 2601

Attention: Mr Moloney

Dear Sir,

Your ref: RM 8248 Urambi to Golski - Unit 34

In response to the points made in the letter to you from Sneddon Hall and Gallop re the above.

Height of mezzanine floor: The insistence by the Golskis for the construction of the mezzanine was of concern to the Urambi Board and was only agreed after a long period of discussion between the Golskis, the Board and the architect. The Board refuted any suggestion concerning promises that the mezzanine would be constructed so that there would be adequate standing room. During the design phase the dimensions of the mezzanine were made clear to the Golskis: Attachment A indicates this, particularly pages 2 and 3. (You will note that page 2 shows a reverse pitch in the roof: the Golskis later agreed with the Board that this suggestion not be proceeded with.)

Attachment B (a folio document, 560 mm x 770 mm rolled) is a copy of a plan given to Mrs Golski on or about 20 August 1976 by Peter Bell. This plan should be viewed in relation to the copies of letters, from the Board to Golskis and from Golskis to the Board, paovided at Attachment C.

Cost of mezzanine: the figure of \$6,000 relates to the total cost of extras for House 34, of which the mezzanine is one part. The cost of the mezzanine is thus less than \$6,000. In any event, the Board down not agree to any reduction in price, in view of the agreement by the Golskis to the construction of the mezzanine.

Yours sincerely,

C.M. Lang (Secretary)

vot attach

This shid hold 'en!

ABBOTT TOUT CREER & WILKINSON

SOLICITORS

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

92-96 NORTHBOURNE AVENUE CANBERRA CITY

TELEGRAPHIC & CABLE ADDRESS "ABATOUT." CANBERRA

--- ROBERT JOHN McCOURT, B.A., LL.B. (ASSOCIATE) SYDNEY:

AND AT 60 MARTIN PLACE SYDNEY

TELEPHONE: 49-7788

JAMES NEILL CREEK

PETER MARSHALL WILKINSON, LL.B.

YOUR REF. 35112:SW

CANBERRA DOCUMENT EXCHANGE 22

KENNETH LEA ADDISON

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

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

OUR REF. RM.8248

12th April 1977

Messrs. Snedden Hall & Gallop, Solicitors,

DX 5630, **CANBERRA**

Dear Sir,

re: URAMBI TO GOLSKI - UNIT 34

We refer to our telephone conversation with your office of 22nd March 1977, and now reply fully to the points raised by you in your letter of 25th February 1977, acting on instructions received from our client.

The insistence by the Golskis on the construction of the mezzanine floor was of concern to the Board of the Urambi Society, and was only agreed to after a long period of discussion between the Golskis, the Board and the At all times, the Golskis were warned of the Architect. possibility that the mezzanine may not have sufficient room above it for people to stand, and the Board refutes any suggestion concerning promises that the mezzanine would be constructed so that there would be adequate standing room. During the design phase the dimensions of the mezzanine floor were made clear to the Golskis, and we refer you to Attachment "A", particularly pages 2 and 3, which show this. (You will note that Page 2 shows a reverse pitch in the roof; the Golskis later agreed with the Board that this feature not be dropped).

Attachment "B", (a folded folio document, 560 mm. $\ensuremath{\mathbf{x}}$ 770mm) is a copy of a plan given to Mrs. Golski on or about the 20th August 1976 by Mr. Peter Bell, the Architect handling the project of Messrs. Michael Dysart & Associates Shortly after this plan was provided, correspond-Pty. Ltd. ence passed between the Board and the Golskis, and copies of this correspondence are provided as Attachment "C".

You will thus see that our client feels that the Golskis proceeded with the modification with their eyes open, and cannot turn round and complain at this stage.

The Board also points out that the figure of \$6,000 quoted in your letter relates to the total cost of extras for House 34, of which the mezzanine is only one. The cost of the mezzanine is thus somewhat less than \$6000.

contd/....

In conclusion, we point out that the folio plan Attachment "B" is the only copy we have of this plan, and we would thus appreciate your returning it to us when you have finished with it.

We look forward to hearing from you shortly.

Yours faithfully,

ABBOTT TOUT CREER & WILKINSON

Per:

Sneuden Hall & Gallop

Barristers & Solicitors

1st Floor, T & G Building, 39 London Circuit, Canberra City, A.C.T. 2601 P.O. Box 794 Telephone 488 111

Stuart F.C. Wilcox LL.B.
William N. J. Swan LL.B.
E. David Landner LL.B.
Gregory A. Stretton B.A. LL.B.
Raymond J. Jenkins
Associate
John D. Harris LL.B.

Your Ref

RM-8248

Our Ref

35112:SW

29th April, 1977

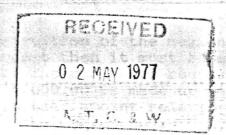
Messrs. Abbott Tout Creer & Wilkinson, Solicitors, D.X. 5622, CANBERRA.

are locally to the feeten

tions are going to write to you less to resure the control of

taking procession and company however be considerable over the

Dear Sirs,



re: Golski from Urambi - Unit 34

We have your letter of the 12th April on which we are obtaining our clients instructions. We note with some alarm that before our clients have even had an opportunity of replying to your letter you are writing to us on the 27th April on behalf of your clients talking about settlement and putting a time period on our clients for completion. It is quite apparent to us that your clients are not seriously considering the complaints that have been raised at all. Your clients are instructing you to complete the contract with our clients and have obviously no concern for the very real difficulties in which our clients find themselves.

The point has been made before and we make it again, namely that the mezzanine floor is too close to the ceiling and is not in accordance with the drawings upon which the contract was based. One of the architects drawings supplied by you quite clearly shows that the distance between the floor and the mezzanine floor is 2,300 millimetres. As it has been constructed the distance measures 2,550 millimetres approximately. This means that the sleeping accommodation is now so close to the roof of the premises the people using the mezzanine floor for sleeping purposes will virtually have to be careful that they don't bang their heads when they turn over in bed at night. It is quite true that our clients were aware that with a sloping roof it would not be possible for there to be standing room on all sections of the mezzanine floor and our clients were prepared to put up with that degree of inconvenience. The situation is however that our clients cannot stand up without hitting their heads on the roof on any section of the mezzanine floor at all.

Messrs. Abbott Tout Creer & Wilkinson.

29th April, 1977

re: Golski from Urambi - Unit 34

This is a major fundamental breach of design specifications and is not a mere matter of detail. Our clients are going to write to your clients direct concerning plans to restructure the roof at our clients expense after taking possession and completing the contract. There will however be considerable expense involved and our clients are looking to the Society for an appropriate reduction in the purchase price.

If the amount for the construction of the mezzanine floor is not \$6,000.00 as you suggest then it must be a figure very close to it and we are instructed to request that you itemise how the sum of \$6,000.00 is made up in view of the fact that you say that that amount relates to the total cost of extras of which the mezzanine is only one.

Your urgent attention to this matter is requested.

Yours faithfully, SNEDDEN, HALL & GALLOP

Gnecien Fall & Gallop Barristers & Solicitors

1st Floor, T&G Building, 39 London Circuit, Canberra City, A.C.T. 2601 P.O. Box 794 Telephone 488 111 STD OS2

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Stuart FC. Wilcox II B William N. J. Swan LL.B. E. David Landner LL.B. Gregory A. Stretton B.A. LL.B.

Raymond J. Jenkins John D. Harris LL.B.

Your Ref

RM.8248

Our Ref 35112:SW

29th April, 1977

Messrs. Abbott Tout Creer & Wilkinson, Solicitors, D.X. 5622. CANBERRA.



Dear Sirs,

Golski from Urambi - Unit 34

We have your letter of the 12th April on which we are obtaining our clients instructions. We note with some alarm that before our clients have even had an opportunity of replying to your letter you are writing to us on the 27th April on behalf of your clients talking about settlement and putting a time period on our clients for completion. It is quite apparent to us that your clients are not seriously considering the complaints that have been raised at all. Your clients are instructing you to complete the contract with our clients and have obviously no concern for the very real difficulties in which our clients find themselves.

The point has been made before and we make it again, namely that the mezzanine floor is too close to the ceiling and is not in accordance with the drawings upon which the contract was based. One of the architects drawings supplied by you quite clearly shows that the distance between the floor and the mezzanine floor is 2,300 millimetres. As it has been constructed the distance measures 2,550 millimetres approximately. This means that the sleeping accommodation is now so close to the roof of the premises the people using the mezzanine floor for sleeping purposes will virtually have to be careful that they don't bang their heads when they turn over in bed at night. It is quite true that our clients were aware that with a sloping roof it would not be possible for there to be standing room on all sections of the mezzanine floor and our clients were prepared to put up with that degree of inconvenience. The situation is however that our clients cannot stand up without hitting their heads on the roof on any section of the mezzanine floor at all.

Messrs. Abbott Tout Creer & Wilkinson.

29th April, 1977

re: Golski from Urambi - Unit 34

This is a major fundamental breach of design specifications and is not a mere matter of detail. Our clients are going to write to your clients direct concerning plans to restructure the roof at our clients expense after taking possession and completing the contract. There will however be considerable expense involved and our clients are looking to the Society for an appropriate reduction in the purchase price.

If the amount for the construction of the mezzanine floor is not \$6,000.00 as you suggest then it must be a figure very close to it and we are instructed to request that you itemise how the sum of \$6,000.00 is made up in view of the fact that you say that that amount relates to the total cost of extras of which the mezzanine is only one.

Your urgent attention to this matter is requested.

Yours faithfully, SNEDDEN, HALL & GALLOP ha clooks

Surgery

Level 3 Woden Churches Centre Woden Valley Phillip A.C.T. 2606

Telephone 81 5394

29th. April 1977.

Dear Alister,

I am glad that my house is now completed and am looking forward to the move. There are however a few unresolved problems.

1. Mezzanine.

This has been built about 10 inches higher than originally anticipated and this left the height of the platforms tow low for moving about.

Some time ago it was suggested to me that one way of overcoming this was to put either a long dormer window e.g.

Je sheuld disaste or to take up the Peter

or to take up the rise from the beginning e.g.

Peter Bell is aware of the possibilities but asked me to have it approved in principal by the Urambi Board.

Wowdered in my conversations with various people no one objected to it, and I would like to have it approved officially, rather than have to take it up with future body corporate.

2: Cost: I feel that I deserve a reduction in the price I am paying for the mezzanine. The mezzanine has been built at the wrong level and cannot function as originally intended without a possibly costly conversion, which I will have to do in the future. I believe that by the time Peter Bell took over, the windows etc. were made and it was impossible to adhere to the original drawings

As soon as the above matters are sorted out I will exchange the contracts and take possession of the house.

Yours sincerely

Alexander Golski.

this water is a determent. It so a few monde

this wasn't so serious, I'd laugh.

Surgery

Level 3 Woden Churches Centre Woden Valley Phillip A.C.T. 2606

Telephone 81 5394

2nd May 1977.

5/5

Mr. Alastair Chrichton, Chairman of Urambi Board.

Civic Square. 260

Dear Alastair,

I called briefly at No. 34 at the

weekend.

There is no exhaust system in the kitchen and no fireplace in the sitting room. I had expected them to be installed before the house was ready for occupation.

The exhaust we had in mind is 'Dishl@x' (same as Woodrows) and the fireplace red if possible.

Yours sincerely,

Alex Golski.

DIn view of his discussions with W Lewis, agree to refund him \$24 and ash him to make his own anangements for a 'Dishler' (2) Explain that once we have a definite settlement date we will install the fireplace, but that it will be black - if he wants red, that his problem.

Z

RM. 8248

3rd May 1977

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

Dear Sir,

re: URAMBI TO GOLSKI - UNIT 34

We enclose a photocopy of the reply we received from Snedden Hall & Gallop to our letter of the 12th April 1977.

Could you please consider its contents, and provide us with instructions on the matters raised by it as a matter of urgency.

Yours faithfully,

ABBOTT TOUT CREER & WILKINSON

Per:

Legal

ABBOTT TOUT CREER & WILKINSON

SOLICITORS

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

92-96 Northbourne Avenue CANBERRA CITY

TELEGRAPHIC & CABLE ADDRESS "ABATOUT," CANBERRA

TELEPHONE: 49-7788

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

SYDNEY: [ASSOCIATE] AND AT 60 MARTIN PLACE SYDNEY

CANBERRA DOCUMENT EXCHANGE 22

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

OUR REF. RM. 8248

YOUR REF.

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

3rd May 1977

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

Dear Sir,

re: URAMBI TO GOLSKI - UNIT 34

We enclose a photocopy of the reply we received from Snedden Hall & Gallop to our letter of the 12th April 1977.

Could you please consider its contents, and provide us with instructions on the matters raised by it as a matter of urgency.

Yours faithfully,

ABBOTT TOUT CREER & WILKINSON

Molonee

Per:

P.O. Box 666, CIVIC SQUARE A.C.T. 2608

5 May 1977

DB Alex Golski, Level 3, Woden Churches Centre, WODEN VALLEY A.C.T. 2606

Dear Alex,

Purchase of House 34, Urambi Village

Thank you for your letter of 29 April in which you raise the issues of the approval of dormer or skylight windows for your house and of the price.

Firstly, I should point out that approval of any changes to houses subsequent to purchase by an individual is a matter for the Proprietors: Units Plan 119, i.e. the Body Corporate. The Urambi Co-Operative Community Advancement Society Ltd has no role and does not have the power to approve or disapprove. The most that the Society can do is to recommend to the Body Corporate and to exercise its vote in accordance with the number of Units owned by the Society at the time that the matter arises.

In practice, however, I do not see that these should be a significant problem and I can advise you that the Board (acting on behalf of the Society) is in favour of you making the modification, provided the design is approved by our Architect, Michael Dysart and Associates. I have passed your proposal to the Body Corporate.

The second point raised in your letter is your request for a reduction in the price of your house to compensate for your view that the mezzanine (or loft) cannot function as originally intended. The Society does not agree to any reduction in the price of your house as all the modifications requested by you in August 1976 are now built as planned at that time. The Society is facing an extremely difficult financial situation as costs have escalated significantly. Not only does the Board believe that there are no grounds for a reduction in your price, but it is simply not in a position to do so.

The contracts signed by all members are unconditional and require settlement to take place within 28 days of the

issue of the Certificate of Fitness for each house. I believe that this occurred in the case of house No. 34 on Thursday 28 April, your solicitors will have been informed of this by the Society's solicitors Abbott, Tout, Creer and Wilkinson. Your house has been accepted by the Architect as being complete and the Society now requires settlement to occur as soon as possible in order to meet outstanding debts to the builder.

In the event that settlement does not occur by 26 May, the Society will have no option but to take action in accordance with the provisions of the contract but of course, it is hoped that this will not be necessary.

We look forward to having you in residence.

Yours faithfully,

A.G. Christie, (Chairman) Member file.

URAMBI CO-OPERATIVE COMMUNITY ADVANCEMENT SOCIETY LIMITED

P.O. Box 666, CIVIC SQUARE A.C.T. 2608

24 May 1977

Alexander Golski, Level 3, Woden Churches Centre, PHILLIP A.C.T. 2606

Dear Alex,

I refer to your letter of 2 May 1977.

You had originally requested an expelair fan exhaust system in the kitchen but we are informed that you cancelled this in a conversation with Mr W. Lewis the Clerk of Works. In view of your preference for a Dishlex system, the Board agrees to refund you \$24 (the allowance for the fan) but is unable to make further arrangements for the Dishlex installation. If you wish to go ahead with the Dishlex you should make your own arrangements for its installation.

The hearth for the fireplace will be installed once a firm settlement date on your house is arranged. The Society has arranged a bulk deal with Burning Log and a black fireplace will be installed shortly. If you have any queries, please phone me on 45.2137 (W) or 31.7353 (H).

Regards,

C.M. Lang (Secretary) hegal.

Snedden Hall & Gallop

Barristers & Solicitors

1st Floor, T & G Building, 39 London Circuit, Canberra City, A.C.T. 2601 P.O. Box 794 C.D.E DX 5630 TEL. 488-111 STD 062 Stuart F.C. Wilcox LL.B.
William N.J. Swan LL.B.
E.David Lardner LL.B.
Gregory A. Stretton B.A. LL.B.
Raymond J. Jenkins
Associate

John D. Harris LL.B.

Your Ref

RM.8248

Our Ref 35112/07/26

June 15, 1977

Messrs Abbott Tout Creer & Wilkinson, Solicitors, DX 5622, CANBERRA Discussed with R Moloney
on 17/6

17/6.

Dear Sirs,

Re: Golski from Urambi - Unit 34

We refer to your letter of the 26th May 1977 and our subsequent telephone conversations in this matter.

We confirm that our clients are in a position to finalise the purchase and will in fact proceed to do so subject to your client agreeing to your firm retaining in your Trust account an amount of \$2,000-00 pending completion of the undermentioned items to our clients satisfaction:

- Install fire place.
- Install kitchen exhaust fan system similar to that installed in the Woodrow's unit i.e. a closed circulating Sunbeam system.

We are instructed by our clients that the previous exhaust fan system proposed to the unit was cancelled as the Clerk of Works on the site advised our clients that the previous system was not effective.

We are also instructed by our clients that on settlement an allowance of \$240-00 is to be made in their favour by way of re-imbursement of a cheque which they had given to Urambi some time ago for the installation of light fittings. Furthermore, apart from the mezzanine floor, there are a number of minor maintenance matters which require attention in the unit and we expect to be in a position to furnish you with a list of these shortly.

....2/

Re: Golski from Urambi - Unit 34

Would you please advise us by return whether your client is prepared to finalise the matter on the basis indicated above upon which we shall submit a Memorandum of Transfer to you for execution in readiness for settlement.

Yours faithfully,

SNEDDEN HALL & GALLOP

MICHAEL J. PHELPS

ABBOTT TOUT CREER & WILKINSON

SOLICITORS

N.R.M.A. House 92-96 Northbourne Avenue

CANBERRA CITY

TELEGRAPHIC & CABLE ADDRESS

"ABATOUT." CANBERRA

TELEPHONE: 49.7788 DX 5622 CANBERRA

SYDNEY PARTNERS

ASSOCIATES ROBERT JOHN M. COURT, B.A. LL.B.

CANBERRA PARTNER

DAVID CLEMENT DAROLD HARPER. B.A., LL.B.

RICHARD CHARLES FITZGERALD MOLONEY, LL.B. LAURENCE GUY PROBERT. B.EC., LL.B.

JAMES NEILL CREEK 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 PAUL JOHN GREGORY, LL.M. ROBERT JOHN GEORGE MILES. LL.B. JOHN KERIN MORGAN, B.A., LL.M.

AND AT 60 MARTIN PLACE SYDNEY

YOUR REF.

OUR REF. RM. 8248

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

12th August 1977

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

Dear Sir,

re: SALE OF UNIT 34 TO GOLSKI

Settlement of this matter took place on Thursday, the 30th June 1977, and a settlement statement is enclosed. Rates on the unit were not adjusted at settlement, and no doubt you will sort this matter out with the purchaser in due We have notified the Department of the Capital Territory of the change of ownership of the unit.

We hold \$600.00 of the settlement monies in our trust account for release to you upon installation of the purchasers' fireplace.

We enclose a memorandum of our costs and disbursements.

Yours faithfully,

ABBOTT TOUT CREER & WILKINSON

Per:

c.c. Stocks & Holdings (Canberra) Pty. Ltd., Canberra



The Department of Territories and Local Government has contacted the Body Corporate Committee to advise that several problems exist with uncompleted building work, especially fire-places, in several Urambi Village units. These could have serious implications in terms of insurance, for example, if the cause of a house-fire is traced to an un-approved fire-place which has not been inspected and approved after installation. There is also the question of a breach of the Building Ordinances 1972 (fine for an individua householder of up to \$500 on conviction).

The Department explained that the following steps have to be gone through for the building of fireplaces, pergolas and structural alterations. These are:-

- (a) Form "Application for Approval of Plans", together with the plans to be submitted. The plans must show the endorsement of the Urambi Body Corporate Committee (endorsement of the Form by the BCC is optional provided that the plans have been endorsed);
- (b) Form "Application for a Building Permit" this is often completed by the builder, but the owner has to sign it.
- (c) If an owner/builder is involved, a separate form "Application for Owner-Builder Permit" has to be submitted. This form has to be endorsed by the BBC because of insurance requirements. Home insurance does not normally cover owner/builders, and a separate public liability cover might need to be taken out. Alternatively the BCC, by endorsing the application, has to agree to cover the owner/building under the present Urambi public liability cover. (There are no problems with tradesmen or licensed builders because they are required

to carry their own insurance cover.)

Individuals notes given to houses 62, 31, 34, 44, 27, 60, 49, 53, 41, 69 & 56 4 the Line 1 (d) Form "Application for Certificate of Occupancy or Use" must be submitted on completion of the work. This will enable an inspection of the work to be carried out by a Department inspector who, hopefully, will approve the finished work.

Forms, and further advice, is available from the Building Section, Department of Territories and Local Government, First Floor, North Building, Civic Offices. (Post - G.P.O. Box 158, Canberra 1601, tel. 49.1355).

About 12 units are at present involved in the above and are being contacted individually.

If there are any queries please contact Terry Goggin, House 13, Tel. 31.9537.

House N° 34

This refer to the pergola - permit wer give
in 1981. The Bept said that you need to complete
the form "application for Certificate of Occurpancy on
thee" so that an inspection can be made of
your pergola.

Terry gargen