

Units Plan 1641

Manuka Arcade, 22 – 30 Franklin Street.

Details of 'Special Privileges' granted at the General Meeting
held on 19 December 2018

In accordance with the *Unit Titles Act 2001* (ACT) the 'common boundary' of a unit is indicated in section 14 to lie '*along the centre of the floor, wall or ceiling, unless otherwise specified in the relevant unit title application or units plan*'. The exterior face of the floor, wall or ceiling is part of the common property. The Owners Corporation is responsible for the management of the common property.

The *Unit Titles (Management) Act 2011* (ACT) requires, section 19(2), the Owners Corporation to give all members of the corporation, or their tenants '*opportunity for the reasonable use and enjoyment of the common property*'. The Executive Committee of an Owners Corporation may also approve an application by a member of the corporation to use the common property in accordance with clause 2.4 in Schedule 2 of the Act 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.

The Unit Plan rules also clearly require the express permission of the Executive Committee for the erection or alteration of any structure, including signs, on common property.

The *Unit Titles (Management) Act 2011* (ACT) provides the ability in section 22 for 'special privileges' to be granted 'for the enjoyment of the common property, or any part of the common property' to a unit owner. In accordance with this provision the following 'special privileges' were granted at the General Meeting of the Units Plan held on 19 December 2018 –

To the occupiers of Units 1 and 12 for a period of up to three years, or the expiration of any current lease or closure or transfer of the current businesses, whichever comes sooner, but subject to renewal at those times which will not be unreasonably withheld, to receive deliveries before 9am in the stairwell between units 11 and 12 provided that the conditions listed below are met and, in the event they are not met subject to revocation by the Executive Committee:

- All deliveries to this area must be removed prior to 9am
- No trolleys must be used in this area,
- No garbage must be stored in this area,
- Access to the stairs is not impeded at any time to comply with fire safety requirements,
- Any damage to the common property must be paid for.

To the occupiers of Units 1 and 12 for a period of up to three years, or the expiration of any current lease or closure or transfer of the current businesses, whichever comes sooner, but subject to renewal at those times which will not be unreasonably withheld, to affix a canvas extendable awning to the Arcade awning in Franklin Street provided that:

- The installation is undertaken in compliance with applicable building standards and all ACT regulatory requirements;
- The awning is maintained in good order and condition to meet the requirements of the *Work Health & Safety Act 2011* (ACT);
- The occupiers indemnify and hold harmless the Owners Corporation, for any loss, damage or liability caused by the awning.

To the occupiers of Units 1 and 12 for a period of up to three years, or the expiration of any current lease or closure or transfer of the current businesses, whichever comes sooner, but subject to renewal at those times which will not be unreasonably withheld, to affix heaters to the Arcade awning in Franklin Street provided that:

- The installation is undertaken in compliance with applicable building standards and all ACT regulatory requirements;
- The heaters are maintained in good order and condition to meet the requirements of the *Work Health & Safety Act 2011* (ACT);
- The occupiers indemnify and hold harmless the Owners Corporation for any loss, damage or liability caused by the awning.

To the occupiers of Unit 1 for a period of up to three years, or the expiration of any current lease or closure or transfer of the current businesses, whichever comes sooner, but subject to renewal at those times which will not be unreasonably withheld to place seating in the Arcade passageway area outside the area of the current subsidiary for the unit provided that the seating does not extend beyond 1200mm from the boundary of the unit or, in the opinion of the Executive Committee, impede access to the Arcade.

To the occupiers of Unit 12 for a period of up to three years, or the expiration of any current lease or closure or transfer of the current businesses, whichever comes sooner, but subject to renewal at those times which will not be unreasonably withheld to place seating in the Arcade passageway area outside the unit provided that the seating does not extend beyond 600mm from the boundary of the unit or, in the opinion of the Executive Committee, impede access to the Arcade.

To the occupiers of Units 4, 5, 6, 7, 10 and 11 for a period of up to three years, or the expiration of any current lease or closure or transfer of the current businesses, whichever comes sooner, but subject to renewal at those times which will not be unreasonably withheld to place merchandise, displays or advertising in the Arcade passageway area outside the unit provided that the said items do not extend beyond 750mm from the boundary of the respective units and do not, in the opinion of the Executive Committee, impede access to the Arcade.

[Note: Units 2, 3, 8, and 9 have a 'subsidiary' of equivalent size as part of their unit entitlements]