

SP 8057 – Debra Court

STRATA SCHEMES MANAGEMENT REGULATION 2016

Schedule 2 –By-Laws for pre-1996 strata schemes

(Clause 35)

1. Noise

An Owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

Note: This by-law was previously by-law 12 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 13 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

2. Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with written approval of the owners corporation.

Note: This by-law was previously by-law 13 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 14 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

3. Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

Note: This by-law was previously by-law 14 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 15 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

4. Damage to lawns & plants on common property

An owner or occupier of a lot must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

Note: This by-law was previously by-law 15 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 16 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

5. Damage to common property

(1) An owner or occupier of a lot 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 without the approval in writing of the owners corporation.

Note: This by-law is subject to sections 109 and 110 of the *Strata Schemes Management Act 2015*.

(2) An approval given by the owner's corporation under clause (1) cannot authorize any additions to the common property.

(3) This by-law does not prevent an owner or person authorized by an owner from installing;

- (a) any locking or other safety device for protection of the owner's lot against intruders, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children.

(4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(5) Despite section 106 of the *Strata Schemes Management Act 2015*, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

Note: This by-law was previously by-law 16 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 17 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

6. Behaviour of owners and occupiers

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

Note: This by-law was previously by-law 17 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 18 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

7. Children playing on common property in building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

Note: This by-law was previously by-law 18 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 19 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

8. Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

Note: This by-law was previously by-law 19 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 20 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

9. Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any persons lawfully using the common property.

Note: This by-law was previously by-law 20 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 21 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

10. Drying of laundry items

An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

Note: This by-law was previously by-law 21 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 22 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

11. Cleaning windows and doors

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

Note: This by-law was previously by-law 22 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 23 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

12. Storage of inflammable liquids and other substances and materials

(1) An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

Note: This by-law was previously by-law 23 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 24 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

13. Moving furniture and other objects on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

Note: This by-law was previously by-law 24 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 25 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

14. Floor coverings

(1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

Note: This by-law was previously by-law 25 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 26 in Schedule 3 to the *Strata Titles (Leasehold Development) Act 1986*.

15 Garbage disposal

(1) An owner or occupier of a lot:

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry conditions and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and
- (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

Note: This by-law was previously by-law 26 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 27 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

16. Keeping of Animals

(1) Subject to section 157 of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or common property.

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

Note: This by-law was previously by-law 27 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 28 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

17. Appearance of lot

(1) The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

(2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

Note: This by-law was previously by-law 29 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 30 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

18. Notice-Board

An owners corporation must cause a notice-board to be affixed to some part of the common property.

Note: This by-law was previously by-law 3 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 3 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

19. Change in use of lot to be notified

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

Special By-Law 1

Car Space Lots 3 & 4

Dealing Number 2396628

The proprietors of lots 3 & 4 shall have the right of exclusive use to the common area along the exterior side boundary of their respective car spaces for a distance to 5230mm from the southern boundary of each car space but not extending beyond the extension of the perimeter of the building and to 50% of the common area situated along the internal side boundary of their respective car spaces for the distance mentioned and that consent be given to the proprietors of lots 3 & 4 to enclose their car space subject to the following conditions:

1. Consent be obtained from Great Lakes Council
2. That all costs incurred be the responsibility of the proprietors of lots 3 & 4
3. That the northern wall (rear wall) of the garage be constructed 260mm within the northern boundary of each car space so that the area available for the adjoining passageway at the rear of the garage is 750mm wide.
4. That wall construction to enclose the car spaces be of single brick with strengthening nibs if required.
5. That outfacing brickwork be of face brick to match existing brickwork as near as possible.
6. The existing common lighting be relocated as determined by the body corporate but at the expense of the proprietors of lots 3 & 4.
7. That the two common taps presently situated on the rear wall of the building be relocated to positions determined by the body corporate but at the expense of the proprietors of lot 3 & 4.
8. That the proprietors of lots 3 & 4 for the time being be responsible for all maintenance of the completed work on their respective car spaces.

Special By-Law 2

Car Space Lot 10

Dealing Number 7667852

- 1) That the Owners Corporation confer upon the Owners of Lot 10 exclusive use of the common area along the exterior side boundary of their car space for a distance of 5385mm from the southern boundary of car space but not exceeding beyond the extension of the perimeter of the building and to 50% of the common area situated along the internal side boundary of their car space for the distance mentioned.
- 2) Exclusive Use created subject to the following conditions:
 1. That consent be obtained from Great Lakes Council
 2. AMENDED that the owner Lot 10 shared the cost of any previously constructed shared walls

3. That the northern wall (rear wall) of the garage be constructed 260mm within the northern boundary of the space so that the area available for the adjoining passageway at the rear of the garage is 750mm wide.
4. That wall construction to enclose the car spaces be of single brick with strengthening nibs if required.
5. That outfacing brickwork be of face brick to match existing brickwork as near as possible.
6. The garage door to match existing paintwork (Wattyl "Rivergum") and existing doors to be painted to match.
7. The existing common lighting be relocated if necessary, as determined by the Owners Corporation but at the expense of the proprietors of Lot 10.
8. That the lighting within the garage be connected to the individual meter of Lot 10.
9. That the owner of Lot 10 for the time being be responsible for all maintenance of the completed work on their car space.

Special By-law 3 Unit Renovations

- 1) All renovation work undertaken prior to the registration of this by-law shall be the responsibility of the owner of the lot in which the renovation was undertaken and that all repairs and maintenance of the renovated areas shall be at the cost of that owner in accordance with 2) below.
- 2) All renovations undertaken after the registration date of this by-law shall be undertaken in accordance with the following:
 - a) Pursuant to Section 116 (2) and By Law 13 of the Strata Schemes Management Act 1996, any owner renovating a lot must make application to the Owners Corporation for consent and enter into an agreement which includes indemnity for any works performed prior to this by-law.
 - b) To protect the foyer and landings, all materials in and out of the building, are to proceed on protected flooring. This will be closely supervised by owners and the Executive Committee/Caretaker.
 - c) That any building problem resulting from the renovation be the responsibility of the proprietor of the lot current and future and that the owners corporation be authorized to take steps to carry out all work necessary to perform this obligation if that proprietor fails to comply with this by-law and the cost be charged to the owner of that lot.
 - d) Security of the building is to be maintained at all times.
 - e) The owner or agent of the unit must control and be responsible for actions of the contractor/tradesmen.
 - f) The owner is responsible to advise and ensure that the contractor/tradesmen confine any soil, dirt, dust or materials to the owners own lot by keeping the door shut and providing a dust curtain.
 - g) Common Property such as landings, stairwells, carpets and lifts etc must be kept clean on a daily basis.
 - h) If a structural change is involved, this must include architect schemes, and a written certification by a structural engineer that the alterations will not affect the structural integrity of the building.
 - i) The Owners Corporation may require a Development Approval or Building Approval.
 - j) Approved hours of works are strictly 8.30am to 4.30pm Monday to Friday with **no work permitted on weekends, public holidays or school holidays**.
 - k) The application is to include the commencement date and the duration of the works, as well as a 24 hour contact phone number/s in the event of any problem.

Special By-Law 4 Air Conditioning

- 1) All air conditioning units installed prior to the registration of this By-Law shall be the responsibility of the Owner of the lot in which the air conditioning unit is installed and that all repairs and maintenance of the air conditioning units shall be at the cost of that owner.
- 2) All air conditioning units installed after the registration date of this by-law shall be installed in accordance with the following:
 - a) Consent must be obtained in writing from the owners corporation after the matter has been referred to a general meeting for consideration.
 - b) Any air conditioning unit so approved must be installed wholly within the lot in a workmanlike manner by suitably qualified and licensed trades people at the cost of the registered proprietor and in this regard

the owners corporation shall have the power from time to time to adopt air conditioning specifications in relation to the installation of air conditioning units.

- c) That the cost of ongoing maintenance of the system be the responsibility of the proprietor of the lot current and future
- d) That any building problem resulting from the installation be the responsibility of the proprietor of the lot current and future and that the owners corporation be authorized to take steps to carry out all work necessary to perform this obligation if that proprietor fails to comply with this by-law.
- e) That the noise level be properly and regularly maintained so as not to exceed the manufacturers specifications or council requirements.
- f) That the condensed water be captured and drained into the drainage system with no water to be allowed to drain onto common property.

Special By-Law 4 Wet Area Works November 2021

Purpose of By-law

(1) This Common Property Rights By-law confers on the Owner Special Privileges to perform Wet Area Works on their Lot and so much of the common property that is necessary for the benefit of that Owner and assigns responsibility for the repair and maintenance of the Wet Area Works undertaken in accordance with the conditions in this Common Property Rights By-law.

Defined Terms and Interpretation

(2) "**Cosmetic Works**" means work items as defined in section 109 of the *Strata Schemes Management Act 2015*.

(3) "**Lot**" is lots 1-12 respectively on the strata scheme.

(4) "**Minor Renovations**" means work items as defined in section 110 of the *Strata Schemes Management Act 2015* and under Regulation 28 of the *Strata Schemes Management Regulations 2016*.

(5) "**Owner**" means the owner or owners of the Lot from time to time on strata plan no.8057.

(6) "**Special Privileges**" means the privilege to alter and add to the common property by performing Wet Area Works that involve waterproofing and include Cosmetic Works or Minor Renovations.

(7) "**Wet Area Works**" means the alterations and additions, including Minor Renovations, performed by the Owner (at the Owner's expense and to remain the Owner's fixture) as detailed below:

(a) Retiling and/or waterproofing the bathroom (including ensuite and water closet), kitchen or laundry floors of the Lot.

(b) Retiling and/or waterproofing the bathroom (including ensuite and water closet) or laundry walls located on a common wall within the lot.

(c) Retiling and/or waterproofing the kitchen splash back walls located on a common wall within the Lot.

(d) Retiling and/or waterproofing the balconies, terraces and / or courtyards of the Lot.

(e) Replacement, installation and relocation of any bathroom (including ensuite and water closet), kitchen or laundry fixtures (without undertaking structural changes, including penetrating into the slab and/or installing pipework outside of the Lot) including hot water service units, showers, bathtubs, cisterns, taps, toilets and/or any other bathroom, kitchen or laundry items affixed to the common property.

(f) Installation of an exhaust or heat fan/ventilation system within the bathroom (including ensuite and water closet), kitchen or laundry area of the Lot.

(g) Removal of any non-load bearing and internal walls within the bathroom (including ensuite and water closet), kitchen or laundry area located within the Lot.

(h) Installation of a false ceiling within the bathroom (including ensuite and water closet), kitchen or laundry area located on the Lot, including installation of recess lighting.

(i) Plumbing and/or any electrical works within the bathroom (including ensuite and water closet), kitchen or laundry area of the Lot (without undertaking structural changes, including penetrating into the slab and/or installing pipework outside of the Lot).

(8) In this Common Property Rights By-law, unless the context otherwise requires:

(a) headings do not affect the interpretation of this Common Property Rights By-law;

(b) words importing the singular include the plural and vice versa;

(c) words importing a gender include any gender;

(d) words defined in the Act have the meaning given to them in the Act; and

(e) references to legislation includes references to amending and replacing legislation.

(9) This Common Property Rights By-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this Common Property Rights By-law prevails.

Retrospective application for unauthorised Wet Area Works

(10) Where any Wet Area Works covered under **clause (7)** of this by-law were undertaken by an Owner before this by-law was made, and no by-law has been made in respect of the Wet Area Works undertaken, then any conditions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those Wet Area Works.

Grant of Special Privileges

(11) On the conditions set out in this Common Property Rights By-law, the Owners Corporation provides its consent for the Special Privileges granted to the Owner.

CONDITIONS

Before undertaking Wet Area Works

Planning, Approvals and Certificates

(12) The Owner must, if required by law, obtain written approval for the Wet Area Works from the relevant consent authority under the Environmental Planning and Assessment Act 1979 and any other relevant statutory authority whose requirements apply to performance of the Wet Area Works.

(13) The Owner must, if required by law, obtain a construction certificate for the Wet Area Works under Part 4A of the *Environmental Planning and Assessment Act 1979* and any other documents or certificates which are required to permit the Wet Area Works prior to commencement, providing those documents or certificates to the Owners Corporation.

Specification of Wet Area Works

(14) The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the performance of the Wet Area Works prior to commencing the Wet Area Works, including but not limited to:

(a) further specifications of the Wet Area Works;

(b) details of the contractor(s) performing the Wet Area Works; and

(c) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the Wet Area Works which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim.

Carrying out the Wet Area Works

Hours of Works

(15) The Owner must perform the Wet Area Works as prescribed by the local authority, or during such other times as may be approved by the Owners Corporation.

Compliance with Codes

(16) The Owner when performing the Wet Area Works must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.

(17) The Owner when performing the Wet Area Works must ensure compliance with the standards as set out in the Building Code of Australia (BCA) or any other standards as required by the Owners Corporation, current at the time the Wet Area Works are undertaken.

General Conditions

(18) When performing the Wet Area Works, the Owner must:

(a) ensure that the Wet Area Works are performed in accordance with the drawings and specifications approved by the Owners Corporation and the local authority (if relevant).

(b) ensure that a duly licensed insured contractor undertake any Wet Area Works, and if any Wet Area Works involve plumbing works that it is undertaken by a duly licensed insured plumber.

(c) must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.

(d) ensure the Wet Area Works be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.

(e) keep all areas of the building outside their Lot reasonably clean and tidy throughout the performance of the Wet Area Works.

(f) must only perform the Wet Area Works when the door between the Lot and the common property is completely closed.

(g) ensure that the corridor serving the Lot is protected from damage for the duration of the Wet Area Works.

(h) ensure that any carpeted area is protected by the use of floor protection and kept reasonably clean during any Wet Area Works.

(i) repair promptly any damage caused or contributed to by Wet Area Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

After Completion of the Wet Area Works

(19) Immediately upon completion of the Wet Area Works, the Owner must restore all other parts of the common property affected by the Wet Area Works as nearly as possible to the state they were in immediately before the Wet Area Works.

(20) Upon completion of the Wet Area Works, the Owner must deliver to the Owners Corporation (at the Owner's cost) the following documents relating to the Wet Area Works:

(a) Certification of waterproofing from a duly licensed and insured contractor; and

(b) any other documents or requisite certificates reasonably required by the Owners Corporation relating to the Wet Area Works and the occupation of the Lot.

Owner's Enduring Obligations

Maintenance and Repair

(21) The Owner must, at the Owner's expense, properly maintain the Wet Area Works and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Wet Area Works

(22) A duly licensed plumber must undertake the maintenance of any Wet Area Works involving plumbing works.

(23) The maintenance, repair, replacement of any Wet Area Works will be at the cost of the Owner.

(24) If the Owner removes the Wet Area Works or any part of the Wet Area Works made under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.

Liability and Indemnity

(25) The Owner indemnifies the Owners Corporation against –

(a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Wet Area Works;

(b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Wet Area Works; and

(c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Wet Area Works.

(26) To the extent that section 106 (3) of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Wet Area Works performed under this Common Property Rights By-law.

(27) Where there is water leakage or ingress from the Owner's lot following any Wet Area Works, the Owner shall be responsible for the cost of any investigation and/or reports in respect of determining the cause of any water leakage or ingress to any other lot from the Owner's lot.

(28) Where the water leakage or ingress has not been caused by the Wet Area Works performed by the Owner, the Owners Corporation shall reimburse any cost of any investigation and/or reports incurred by the Owner as required under **clause (27)** above.

Repair of Damage

(29) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Wet Area Works no matter when such damage may become evident.

(30) Any loss and damage suffered by the Owners Corporation as a result of making and using the Wet Area Works, including failure to maintain, renew, replace or repair the Wet Area Works as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

Breach of By-law

(31) If the Owner fails to comply with any obligations under this by-law, then the Owners Corporation may:

(a) Carry out all works necessary to perform that obligation, pursuant to s120 (2) of the *Strata Schemes Management Act 2015*;

(b) Enter into arrangement with third parties to carry out all works necessary to perform that obligation;

(c) Subject to s122 (4) of the *Strata Schemes Management Act 2015*, enter onto any part of the parcel to carry out that work; and

(d) Recover the costs of carrying out that work from the Owner as a debt due to the Owner Corporation, pursuant to s120 (5) of the *Strata Schemes Management Act 2015*.