

REGISTRATION CONFIRMATION STATEMENT

NATURAL RESOURCES AND WATER, QUEENSLAND

Title Reference : 19301712

This is the current status of the title as at 08:50 on 25/01/2007

REGISTERED OWNER

BODY CORPORATE - GS 1712

LAND DESCRIPTION

Estate in none

LOT 0 GROUP TITLES PLAN 1712
 County of WARD Parish of COOMERA
 Local Government: GOLD COAST CITY

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. EASEMENT No 601179061 (J187491G) 27/07/1987
BURDENING THE LAND
TO LOT 9 ON RP211820
OVER EASEMENTS A,D & C ON RP212048
2. PLAN OF RESUBDIVISION OF BUP No 601179053 (7946) 04/09/1987
LOT 1 ON GTP 1712
IS SUBDIVIDED INTO
LOTS 3 TO 9 ON BUILDING UNITS PLAN OF RESUBDIVISION NO 7946
3. PLAN OF RESUBDIVISION OF GTP No 601179052 (1747) 09/11/1987
LOT 2 ON GTP 1712
IS SUBDIVIDED INTO
LOTS 10 TO 16 ON GROUP TITLES PLAN OF RESUBDIVISION NO 1747
4. PLAN OF RESUBDIVISION OF BUP No 601179054 (8072) 02/12/1987
PART OF THE WITHIN COMMON PROPERTY ON GTP 1712
IS SUBDIVIDED INTO
LOTS 17 & 21 ON BUILDING UNITS PLAN OF RESUBDIVISION NO 8072
5. PLAN OF RESUBDIVISION OF BUP No 601179055 (8143) 23/12/1987
PART OF THE WITHIN COMMON PROPERTY ON GTP 1712
IS SUBDIVIDED INTO
LOTS 27,28,30 & 31 ON BUILDING UNITS PLAN OF RESUBDIVISION
NO 8143
6. CHANGE OF BY-LAWS No 601179062 (J311304C) 05/02/1988
THE BY-LAWS HAVE BEEN CHANGED
7. EASEMENT No 601179063 (J449069H) 22/04/1988
BURDENING THE LAND
TO LOT 9 ON RP211820
OVER EASEMENT E & F ON RP216095

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EASEMENTS, ENCUMBRANCES AND INTERESTS (Continued)

8. PLAN OF RESUBDIVISION OF BUP No 601179056 (8349) 03/05/1988
PART OF THE WITHIN COMMON PROPERTY ON GTP 1712
IS SUBDIVIDED INTO
LOTS 41 & 45 ON BUILDING UNITS PLAN OF RESUBDIVISION NO 8349
9. PLAN OF RESUBDIVISION OF BUP No 601179057 (8685) 04/10/1988
PART OF THE WITHIN COMMON PROPERTY ON GTP 1712
IS SUBDIVIDED INTO
LOTS 71 & 75 ON BUILDING UNITS PLAN OF RESUBDIVISION NO 8685
10. PLAN OF RESUBDIVISION OF BUP No 601179058 (8755) 27/10/1988
PART OF THE WITHIN COMMON PROPERTY ON GTP 1712
IS SUBDIVIDED INTO
LOTS 81,82,84 & 85 ON BUILDING UNITS PLAN OF RESUBDIVISION
NO 8755
11. PLAN OF RESUBDIVISION OF BUP No 601179059 (8832) 12/12/1988
PART OF THE WITHIN COMMON PROPERTY ON GTP 1712
IS SUBDIVIDED INTO
LOTS 95 & 99 ON BUILDING UNITS PLAN OF RESUBDIVISION NO 8832
12. PLAN OF RESUBDIVISION OF BUP No 601179060 (8978) 06/02/1989
PART OF THE WITHIN COMMON PROPERTY ON GTP 1712
IS SUBDIVIDED INTO
LOTS 105,106 & 108 ON BUILDING UNITS PLAN OF RESUBDIVISION
NO 8978
13. CHANGE OF BY-LAWS No 601179064 (K167500E) 07/02/1990
THE BY-LAWS HAVE BEEN CHANGED
14. CHANGE OF BY-LAWS No 601179065 (K586442K) 02/04/1991
THE BY-LAWS HAVE BEEN CHANGED
15. CHANGE OF BY-LAWS No 701046898 07/12/1995 at 11:05
The by-laws have been changed
16. CHANGE OF BY-LAWS No 701769525 21/01/1997 at 16:18
The by-laws have been changed
17. CHANGE OF BY-LAWS No 710238836 09/01/2007 at 09:00
The by-laws have been changed

ADMINISTRATIVE ADVICES - NIL

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UNREGISTERED DEALINGS

Dealing	Type	Lodgement Date	Status
710280711	CH BY-LAWS	23/01/2007 16:11	UNVERIFIED

CERTIFICATE OF TITLE ISSUED - No

DEALINGS REGISTERED

710238836 CH BY-LAWS

Caution - Charges do not necessarily appear in order of priority

** End of Confirmation Statement **

M G Locke
Registrar of Titles and Registrar of Water Allocations

Lodgement No: 2219035
Office: GOLD COAST

Email: Sasha.Knight-Smith@hyneslawyers.com.au
HYNES LAWYERS - GOLD COAST
PO BOX 359
SURFERS PARADISE
QLD 4217

NOTIFICATION OF CHANGE OF BY-LAWS

The Proprietors "Livingstonia" Group Titles Plan No. 1712 certify that in pursuance of the provisions of section 30 of the Building Units and Group Titles Act 1980, by special resolution duly passed on 16/11/2006, the By-laws were amended, added to or repealed as follows:

- 1) That the existing By-laws 1 to 21 inclusive and 23 to 26 inclusive be repealed in their entirety and replaced with the following By-laws numbered 1 to 21 inclusive and 23 to 42 inclusive.

PART 1

GENERAL BY-LAWS

These By-laws may be amended, repealed or replaced by Special Resolution of the Livingstonia Body Corporate pursuant to The *Building Units and Group Titles Act 1980 (as amended)*.

By-Law 1 Definition & Interpretation

a) Interpretation

- i) Headings throughout these By-Laws are for guidance only and are not to be used as an aid in the interpretation of these By-Laws;
- ii) Words importing the singular include the plural and vice versa;
- iii) Words importing a gender include a reference to the other gender;
- iv) Reference to any person includes reference to any individual, company, body corporate, association, partnership, firm, joint venture, trust and governmental agency;
- v) Reference to an act of Parliament or to any regulation will be read as if the words 'and any statutory modification or re-enactment of it or substitution of it' were added to the reference; and
- vi) Reference to the whole includes any part of the whole.

b) Definition

Throughout these By-Laws, the following terms will have the following meanings unless the contrary intention appears:

- i) '**Act**' means the Building Units and Group Titles Act 1980;

- ii) **'Air Conditioning Equipment'** means the plant, electrical, installations, ductwork, and diffusers used for the manufacture and reticulation of conditioned air and includes all mechanical ventilation;
- iii) **'Body Corporate'** means the Body Corporate established upon the registration of the Scheme;
- iv) **'Building'** means the building of which the Scheme forms part;
- v) **'By-Law'** means these 'By-Laws' or any specified part of them;
- vi) **'Common Property'** means that area in the Scheme which is not comprised in any Lot in the Scheme and includes all improvements, fixtures and fittings erected or constructed on the common property;
- vii) **'Committee'** means the committee of the Body Corporate appointed pursuant to the Act and includes its servants, agents, employees and contractors engaged from time to time by the Body Corporate;
- viii) **'Garbage'** means house and kitchen offal, food, waste and any matter determined by the Body Corporate likely to create a nuisance by the emission of smell or by putrefaction;
- ix) **'Lot'** means a Lot in the Scheme;
- x) **'Motorised Buggy'** means an electric or motorised cart or buggy used to transport persons, luggage or golf clubs;
- xi) **'Occupier'** means an occupier of a Lot and has the meaning given to it in the Act;
- xii) **'Owner'** has the meanings given to it in the Act;
- xiii) **'Primary Thoroughfare (Body Corporate) By-Laws'** means the Sanctuary Cove Primary Thoroughfare Body Corporate as defined in the Sanctuary Cove Resort Act 1985.
- xiv) **'Principle (Body Corporate) By-Laws'** means the Sanctuary Cove Principal Body Corporate as defined in the Sanctuary Cove Resort Act 1985.'
- xv) **'Recreational Areas'** means all improvements on the Common Property used for, or intended to be used for, recreation and/or leisure activities including any swimming pools, tennis courts and gym area.t
- xvi) **'Recreational Vehicle'** means any vehicle used as a temporary or long termed accommodation, including but without limitation to motor-home, camper trailer, fifth-wheel trailer and travel trailer;
- xvii) **'Secretary'** means the Secretary of the Body Corporate.
- xviii) **'Scheme'** means the integrated residential development known as Livingstonia GTP 1712.
- xix) **'Tenancy Agreement'** means a lease, licence, sublease or other written agreement granting an occupation right over a Lot or any part of a Lot.

By-Law 2 Use of Lot

- a) The Lots must be used for residential purposes only.
- b) The lots must not be used for any purpose which may be illegal or disrepute the scheme.

By-Law 3 Right to Enter

- a) The Committee will, upon one (1) days notice in writing, be permitted to.-
 - i) Inspect the interior of any Lot;

- ii) Test the electrical, gas or water installation or equipment therein;
 - iii) Trace and repair any leakage or defect in the said installations or equipment (at the expense of the Owner and/or Occupier in cases where such leakage or defect is due to any act or default of the said owner or to his tenants, guests, servants, agents);
 - iv) Detect, control and eradicate insects, pests and other vermin;
 - v) Secure, lock, fasten any external doors and windows of a Lot whilst the Lot is unoccupied;
- b) If not permitted, the Committee may effect any entry.
- c) The Committee in exercising this power will ensure that its servants, agents and employees cause as little inconvenience to the Owner or Occupier as is reasonable in the circumstances.

By-Laws 4 Vehicles and Visitor's Car Park.

- a) Unless authorised by a valid By-Law made pursuant to the Act and with the written consent of the Body Corporate, an Owner or Occupier will not park or stand any motor or other vehicles (which will for the purposes herein includes a motorcycle and Motorised Buggy), Recreational Vehicle and boats upon the Common Property other than:
- i) In the garage of a Lot;
 - ii) In case of a motor vehicle (which will for the purposes herein excludes Recreational Vehicle) only, on Golf Cart bays;
 - iii) In Case of a Motorised Buggy only, on the Golf Cart bays; and
 - iv) In areas provided by the Body Corporate.
- b) An Owner or Occupier will:
- i) Ensure that the Owner or Occupier's guests use the visitor's car parking areas only for its intended purpose of casual parking within the rules set from time to time by the Body Corporate;
 - ii) Ensure that the Owner's or Occupier's garage be used as a garage for general purposes only and that it will not be converted into any other use;
 - iii) Not park or stand a vehicle of a commercial type (including but not limited to a dump truck, cement mixer truck, delivery truck, coach and bus) upon the Common Property other than for the purpose of commercial deliveries; and
 - iv) Not conduct repairs or restorations to a motor or other vehicle (including a motorcycle, Motorised Buggy and Recreational Vehicle) and boat upon any portion of any Lot or upon any Common Property except wholly within the Owner's or Occupier's garage provided that such activity does not interfere with the quiet enjoyment of any other Owner or Occupier and provided further that such activity will at no time be permitted if it is determined by the Body Corporate at its sole discretion to be a nuisance.
- c) An Owner or Occupier and his agents, guests or employees are not permitted to drive or otherwise operate a Motorised Buggy upon the Scheme without a valid driver's licence.

By-Law 5 Noise

- a) An Owner or Occupier:-
- i) Will not upon the Scheme create or permit to be created any noise likely to interfere with the quiet enjoyment of other Owners or Occupiers or any other person lawfully using the Common Property.

- ii) Must request that guests leaving after 10.00 pm do so quietly. Quietness must also be observed when an Owner or Occupier returns to or leaving from the Lot late at night or early in the morning.
 - iii) Must not hold or permit to be held any social gathering in the Lot which would cause any noise which unlawfully interferes with the peace and quietness of any other Owner or Occupier, at any time of day or night, and in particular shall comply in all respects with the *Environmental Protection Act 1994 and Environmental Protection Regulation 1998*
 - iv) Subject to By-Law 5 (a)(i), ensure that any maintenance, renovations or repairs to a Lot be conducted between the hours of 8.00 am and 5.00 pm on Mondays to Fridays and 8.00 am and 1.00 pm on Saturdays. No maintenance, renovations or repairs to a Lot can be conducted on Sundays or public holidays.
- b) In the event of any unavoidable noise in a Lot at any time the Owner or Occupier of that Lot shall take all practical means to minimise annoyance to other Owners or Occupiers of Lots by closing all doors, windows and curtains of the Owner or Occupier's Lot and also take such further steps as may be within the Owner or Occupier's power for the same purpose.

By-Law 6 Nuisance

- a) An Owner or Occupier will not carry on any noxious or offensive trade or activity on or upon any Lot nor will anything be done thereon which may be, or may become an annoyance or nuisance to other Owners or Occupiers or which may in any way interfere with the quiet enjoyment of the Lots.
- b) Without limiting the generality of the foregoing, no auction sale, loud noise, noxious odour, exterior speaker, horn, whistle, bell or other sound device, noisy or smoky vehicle, large power equipment, unlicensed off-road vehicle or item which may unreasonably interfere with the television or radio reception of other Owners or Occupiers be conducted, located, used or placed on any part of the Lot or Common Property.

By-Law 7 Behaviour of Guests

- a) The Owner or Occupier must take all reasonable steps to ensure that his guests do not behave in a manner likely to interfere with the peaceful and enjoyment of other Owners or Occupiers or of any person lawfully using the Common Property.
- b) The Owner or Occupier will be jointly and severally liable to compensate the Body Corporate in respect of any damages to the Common Property or properties of the Body Corporate caused by the Owner, Occupier or his guests.
- c) The Owner which is the subject of a Tenancy Agreement will take all reasonable steps, including any action available to him under any such Tenancy Agreement, to ensure that any tenant or the tenant's guests comply with the provisions of the By-Laws.
- d) The duties and obligations imposed by these By-Laws must be observed not only by the Owner or Occupier but also by the guests, servants, employees, agents, children, invitees and other authorised persons of the Owner or Occupier.

By-Law 8 Instructions to Contractors

- a) An Owner or Occupier must not give any instructions to any contractors of the Body Corporate.
- b) All requests are to be submitted in writing to the Secretary of the Body Corporate.

By-Law 9 Rules Relating Common Property

- a) The Committee may make rules relating to the Common Property and in particular in relation to the use of any improvements on the Common Property including Recreation Areas and other facilities, not inconsistent with these By-Laws and the same must be observed by the Owners or Occupiers of Lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

By-Law 10 Obstruction

- a) An Owner or Occupier will not obstruct lawful use of Common Property by any person.

By-Law 11 Damage to Lawns and Plants on Common Property

- a) An Owner or Occupier will not:
 - i) Damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property; or
 - ii) Except with consent in writing of the Body Corporate, use for his own purposes as a garden any portion of the Common Property.

By-Law 12 Damage to Common Property

- a) An Owner or Occupier of a Lot shall 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 except with the consent in writing of the Body Corporate.
- b) This By-Law does not prevent an Owner or Occupier or persons authorised by him from installing:
 - i) Any locking or other safe device for the protection of his Lot against intruders; or
 - ii) Any screen or other device to the internal of his Lot to prevent entry of animals or insects upon his Lot.

Any such device must be constructed in a workman-like manner, maintained in a state of good and serviceable repair by the Owner or Occupier, not detract from the amenity or fire rating of the Scheme and be consistent with the architectural theme, design, type and colour agreed to by the Committee from time to time.

By-Law 13 Depositing Rubbish on Common Property

- a) An Owner or Occupier will not deposit, throw or permit to be thrown upon the Common Property any rubbish, refuse, cigarette butt, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.
- b) Any damage or costs of repair or cleaning caused by a breach hereof will be borne by the Owner or Occupier of the Lot jointly and severally.

By-Law 14 Renovation to Common Property by Owners or Occupiers

- a) An Owner or Occupier will not conduct any renovation, restoration or similar works to any part of the Common Property.

By-Law 15 Aerials

- a) Outside wireless and television aerials may not be erected without the written permission of the Committee.
- b) Outside wireless and television aerials may not be erected on any part of the Common Property.

By-Law 16 Storage of Flammable Materials

- a) An Owner or Occupier will not, except with the prior written consent of the Body Corporate, use or store upon his Lot or upon the Common Property, any flammable chemical, liquid, gas or other material, other than chemicals, liquids, gasses or other materials used or intended to be used:-
 - i) For domestic purposes;
 - ii) In an internal combustion engine; or
 - iii) In a fuel tank of a motor vehicle, Recreational Vehicle, Motorised Buggy, boat or other vehicle.
- b) An Owner or Occupier will not bring to, do or keep anything in his Lot which shall invalidate, suspend, or increase the premium for any policy of insurance on the Scheme or any property on the Scheme or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon the Scheme or any property on the Scheme or the regulations or ordinances of any public or governmental authority for the time being in force.

By-Law 17 Garbage Disposal

- a) An Owner or Occupier will:
 - i) Except where the Body Corporate provides some other means of disposal of Garbage, maintain within his Lot or on such part of the Common Property as may be authorised by the Body Corporate, in clean and dry condition an adequately covered receptacle for Garbage;
 - ii) Comply with all local and governmental authority By-Laws and ordinances relating to the disposal of Garbage;
 - iii) Ensure that the health, hygiene and comfort of the Owner or Occupier of any other Lots is not adversely affected by his disposal of Garbage; and

By-Law 18 Appearance of Building

- a) Except as may be otherwise expressly provided for in these By-Laws and with the prior written consent of the Body Corporate, an Owner or Occupier will not:
 - i) Hang any washing, towel, bedding, clothing or other article, item or object (for example a satellite dish);
 - ii) Display any sign, advertisement, placard, banner, pamphlet or like matter on any part of the Common Property or his Lot in such a way as to be visible from any other Lot, the Common Property or outside of the Scheme; or
 - iii) Do anything else whatsoever to alter the external appearance of any Lot or part of the Common Property.

By-Law 19 Keeping Lots clean

- a) All Lots shall be kept clean and all practicable steps shall be taken to prevent infestation by vermin and/or insects.

By-Law 20 Keeping of Animals

- a) Subject to section 181(1) of the Act and the Guide Dogs Act 1972, an Owner or Occupier will not without the prior written consent of the Committee, bring or keep any pet or animal upon his Lot or the Common Property.
- b) The Committee may impose conditions on the keeping of any animals including the size, identification and conduct of the animal on the Lot and the Common Property. Any approval granted may be withdrawn if any condition to the approval is breached and not remedied as required by the Committee.

By-Law 21 Water Wastage

- a) An Owner or Occupier will ensure that all water taps in his unit are properly turned off after use.

By-Law 23 Water Apparatus

- a) The water closets, conveniences, pipes, drains and other water apparatus including waste pipes and drains will not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substances will be deposited therein.
- b) An Owner or Occupier are jointly and severally liable for any costs or expenses resulting from the damage or blockage to such water closets, conveniences, pipes, drains and other water apparatus due to a misuse or negligence by an Owner, Occupier or his guests, contractors, employees or agents.

By-Law 24 Structural Alterations

- a) An Owner or Occupier must not undertake or permit to be undertaken any structural alterations to any Lot (including any alteration to gas, water, electrical installation or work for the purposes of enclosing in any manner whatsoever the balcony of any building on a Lot and including the installation of any air conditioning system) without the prior written consent of the Body Corporate.
- b) The Body Corporate may request certificates, plans or other information from an independent engineer or other qualified persons prior to considering any request for structural alteration.

By-Law 25 Windows and Glass

- a) An Owner or Occupier must:
 - i) Keep windows clean; and
 - ii) Promptly replace any broken or cracked window with a glass of the same kind, colour and weight as at present.

By-Law 26 Repairs

- a) All repairs to Lots will be carried out promptly and in a workmanlike manner by the Owners or Occupiers.

By-Law 27 Infectious Disease

- a) In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person in any Lot, the Owner or Occupier of such Lot must give or cause to be given written notice and any other information which may be required relative to such infectious disease to the Committee.
- b) The Owner or Occupier of the said Lot will be jointly and severally liable for the cost of:
 - i) Disinfecting the said Lot and/or any part of that Common Property infected by the infectious disease where necessary; and
 - ii) Replacing any damaged object, article or things caused by the infectious disease.

By-Law 28 Notice of Accident and Default

- a) An Owner or Occupier must give the Committee prompt notice of any accident to or default in the water pipes, gas pipes, electrical installations or other fixtures situated on any part of the Common Property or the Scheme which comes to his knowledge.
- b) The Committee and its agents shall have authority having regard to the circumstances or urgency involved to examine or effect such repairs or renovations as they may deem necessary for the safety and preservation of the affected Lot, Building or any part of the Common Property as often as may be necessary.

By-Law 29 Rules for Use of Recreational Areas

- a) For the purposes of this clause, the word '*Users*' means Owners, Occupiers and the guests, servants, employees, agents, children or licensees of the Owners or Occupiers, or any of them.
- b) All Owners and Occupiers when making use of the Recreational Areas must ensure that:-
 - i) Their guests do not use any part of the Recreational Areas unless accompanied by an Owner or Occupier;
 - ii) Children below the age of fourteen (14) years or as determined by the Body Corporate from time to time do not use the Recreational Areas unless accompanied by an adult Owner or Occupier exercising effective control over the children;
 - iii) They reserve the relevant Recreational Area through any reservation system provided by the Body Corporate prior to using the Recreational Area;
 - iv) All Users do not use the Recreational Areas between the hours of 10.00 pm and 7.30 am or such other lawful hours as determined by or agreed between the Committee and the Caretaker;
 - v) All Users do not, unless with the proper authorisation from the Caretaker, adjust or interfere with the operation of any fixture, fittings, equipment, lightings or systems installed in (including but not limited to air conditioning system), associated to or located in the Recreational Areas;
 - vi) All Users use any plant and equipment in accordance with the directions or instructions prescribed by the Body Corporate;
 - vii) All Users exercise caution at all times and not behave in any manner that is likely to interfere with the use and enjoyment of the Recreational Areas by other persons;
 - viii) All Users do not create excessive noise or behave in a manner that is likely to interfere with the use and quiet enjoyment of other Owners or Occupiers or of any person lawfully using the Common Property.
 - ix) All Users be suitably attired and observe the dress code prescribed for the Recreational Areas.

- x) All Users comply with any rules (including signage) with respect to the Recreational Areas made from time to time by the Committee;
 - xi) No alcoholic beverages are consumed in or around the pool area or other parts of the Recreational Areas as determined by the Body Corporate from time to time;
 - xii) No food, glass, fragile objects and pets are brought into the pool area or other parts of the Recreational Areas as determined by the Body Corporate from time to time.
- c) The Body Corporate may close any parts of the Recreational Areas for a reasonable period necessary for the cleaning and maintenance of the said Recreational Areas.

By-Law 30 Security of Lots

- a) All doors and windows to Lots must be securely fastened on all occasions when the Lots are left unoccupied.
- b) The Committee reserves the right to enter and fasten same if not securely fastened.
- c) An owner or occupier must;
 - i) Ensure that the security equipment (including video surveillance, camera and cabling) installed on the lot remains connected to the central security system for the scheme operated by the Body Corporate or its agents; and
 - ii) Not disconnect such security equipment without the consent of the Body Corporate.

By-Law 31 Committee may employ

- a) The Committee may employ for and on behalf of the Body Corporate such agents and servants as it thinks fit in connection with the exercise and performance of the powers, authorities, duties and functions of the Body Corporate.

By-Law 32 Recovery of costs

- a) An Owner (which expressions shall extend to a mortgagee in possession) will be liable to the Body Corporate and will pay on demand the whole of the Body Corporate costs and expenses (including Solicitor and own client costs), such amount to be deemed a liquidated debt, incurred in:-
 - i) Recovering contributions or monies payable to the Body Corporate pursuant to the Act duly levied upon that Owner by the Body Corporate or otherwise pursuant to the By-Laws.
 - ii) All proceedings including legal proceedings concluded in favour of the Body Corporate taken by or against the Owner or Occupier, including but not limited to, originating applications and appeals to any tribunal and court of competent jurisdiction.
- b) In the event that the Owner (or his mortgagee in possession) fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the Body Corporate may:-
 - i) Treat any such costs and expenses as a liquidated debt and take action for the recovery of same in any Court of competent jurisdiction; and
 - ii) Enter such costs and expenses against the levy account of such Owner in which case the amount of same shall be paid to the Body Corporate upon a subsequent sale or disposal of the Owner's Lot failing which the purchaser of such Lot will be liable to the Body Corporate for the payment of same.

By-Law 33 Recovery by Body Corporate

- a) An Owner and Occupier will be jointly and severally liable to the Body Corporate for any monies expended by the Body Corporate to make good damage caused by a breach of the Act or of these By-Laws by the Owner or Occupier or the tenants, guests, servants, employees, agents, children or licensees of the said Owner or Occupier or any of them, the Committee will be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Owner or Occupier at the time when the breach occurred.

By-Law 34 Tenants to have Notice of By-Laws

- a) A copy of these By-Laws (or a précis thereof approved by the Committee) must be exhibited in a prominent place in any Lot made available for letting.
- b) An occupier who is a tenant pursuant to a Tenancy Agreement ('Tenant') must sign an acknowledgement confirming receipt of these by laws and such acknowledgement is to be kept by the owner.
- c) A Tenancy Agreement with respect to a Lot must allow the owner to terminate the Tenancy Agreement in the event of a Repeated Breach by the Tenant or upon written request of the Body Corporate due to a Repeated Breach by the Tenant.
 - i) The words "Repeated Breach" means the Tenant committing a breach of these By-Laws on at least one (1) occasion subsequent to being served by the Body Corporate notices detailing breaches of these By-Laws committed by the Tenant on at least two (2) prior occasions.
- d) At the expiration or earlier termination of a Tenancy Agreement, the Owner must ensure that the Lot is securely locked and all electrical appliances, lighting and water taps are turned off.

By-Law 35 Air Conditioning

- a) Where an Air Conditioning Equipment is installed in a Lot, the Owner or Occupier must ensure that such Air Conditioning Equipment complies with all relevant statutes, regulations and ordinances (including but not limited to the *Environmental Protection Act (Qld) 1988*);
- b) An Owner or occupier must not operate or permit to be operated any Air Conditioning Equipment within the hours of 10 pm and 7 am if the said Air Conditioning Equipment creates any noise likely to interfere with the quiet enjoyment of other Owners or Occupiers or any other person lawfully using the Common Property.

By-Law 36 Restricted Access Area

- a) Any areas of the Common Property used for:
 - i) Electrical substations, switchrooms or control panels;
 - ii) Fire service control panels;
 - iii) Telephone exchanges; and
 - iv) Other services to the Lots and Common Property (or either of them)may be kept locked by the Committee (or its appointed representative) unless otherwise required by law. Access to such locked areas is prohibited without the prior written consent of the Committee.
- b) The Committee may use appropriate areas of the Common Property to store plant and equipment used for the performance of the Body Corporate's duties in respect of the Common Property. Any such areas may be locked and access is prohibited without the prior written consent of the Committee.

By-Law 37 Security

- a) All security equipment (including video surveillance, cameras and cabling) installed on Common Property and used in connection with the provision of security for the Scheme, shall be and remain the property of the Body Corporate.

- b) The Caretaker shall operate and monitor the video surveillance system (if any), and for that purpose the Caretaker shall have the special right to use such parts of the Common Property on which, or in which, there exists any video surveillance equipment, including cameras and cabling.
- c) In no circumstances shall the Body Corporate be responsible to an Owner (and the Owner is not entitled to make claim for compensation or damages) in the event of a failure of all or any of the security systems on the Scheme to operate in the manner in which they are intended.
- d) Where the failure to operate arises from a malfunction of the security equipment in a Lot, then the Owner must allow the Body Corporate and its agents to enter upon the Lot (upon one (1) day's notice except in the case where the circumstances require immediate entry, when no notice is required) and attend to the maintenance, repair and replacement of the security equipment:

By-Law 38 Security Keys

- a) If the Committee in the exercise of any of its powers under the Act and these By-Laws restricts the access of Owners or Occupiers to any part of the Common Property by means of any lock or similar security device it may make such a number of keys or operating systems ("**Security Access**") as it determines available to the Owners or Occupiers free of charges and thereafter may at its discretion make additional numbers available to the Owners or Occupiers upon payment of such reasonable charge as may be determined by the Committee from time to time.
- b) An Owner must exercise a high degree of caution and responsibility in making such Security Access available for use by any Occupier and must take reasonable precautions (which will include an appropriate covenant in any Tenancy Agreement) to ensure return thereof to the Owner or the Body Corporate upon the Occupier ceasing to be an Occupier.
- c) An Owner must not duplicate or permit to be duplicated any Security Access without the prior written consent of the Committee and must take all reasonable precautions to ensure that such Security Keys are not lost, handed to any other person other than another Owner or Occupier, or otherwise disposed with the exception that same are returned to the Body Corporate.
- d) An Owner or Occupier who is issued with a Security Access must immediately notify the Body Corporate if same is lost or misplaced. Any costs regarding the replacement or supply of additional Security Access will be borne by the said Owner or Occupier.

By-Law 39 Joint Liability

- a) If at the time a person becomes the Owner of a Lot, another person is liable in respect of the Lot to pay contribution, levies, charges, fees, interest or penalty on a contribution, the Owner is jointly and severally liable with such other person for the payment of the contribution, levies, charges, fees, interest or penalty.

By-Law 40 Observance of By-Laws and Other By-Laws

- a) All Owners or Occupiers will at all times observe and comply with and ensure that their guests, servants, employees, agents, children or licensees, or any of them observe and comply with:
 - i) The Primary Thoroughfare (Body Corporate) By-Laws
 - ii) The Principal (Body Corporate) By-Laws; and
 - iii) These By-Laws
- b) A breach of the said Primary Thoroughfare (Body Corporate) By-Laws and or Principal (Body Corporate) By-Laws will constitute a breach of these By-Laws.

By-Law 41 Notices

- a) All Owners or Occupiers must observe and ensure that their guests, servants, employees, agents, children or licensees, or any of them observe the terms of any notice displayed in the Common Property by authority of the Committee or of any statutory authority.

By-Law 42 Fire Control

- a) An Owner or Occupier must not use or interfere with any fire safety equipment except in the case of any emergency, and must not obstruct any fire stairs or escapes.
- b) The Body Corporate, an Owner or Occupier must in respect of the Scheme or the Lot, as appropriate:
 - i) Consult with any relevant authority and install an appropriate fire alarm and sprinkler for the Scheme or the Lot;
 - ii) Ensure that provision of all adequate equipment to prevent fire or the spread of fire in or from the Scheme or the Lot to the satisfaction of all relevant authorities; and
 - iii) Take all responsible steps to ensure compliance with fire laws in respect of the Scheme or the Lot.

THE COMMON SEAL OF
THE PROPRIETORS "LIVINGSTONIA"
GROUP TITLES PLAN No.1712
Was affixed on the 15th
Day of December 2006
In the presence of:

B. Paras

