

QUEENSLAND TITLES REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

GENERAL REQUEST

Duty Imprint

FORM 14 Version 4
Page 1 of 1

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Mailing Number

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1. Nature of request

Request to Record New Community Statement for SPHERE Southport Living Community Titles Scheme 37951

Lodger (Name, address, E-mail & phone number)

Hickey Lawyers
PO Box 5559
GCMC 9726
Tel: (07) 5556 7400
hickeylawyers@hickeylawyers.com.au

Lodger Code

BE3362

2. Lot on Plan Description

Common property for SPHERE Southport Living Community Titles Scheme 37951

Title Reference

50704693

3. Registered Proprietor/State Lessee

Body Corporate for SPHERE Southport Living Community Titles Scheme 37951

4. Interest

NOT APPLICABLE

5. Applicant

Body Corporate for SPHERE Southport Living Community Titles Scheme 37951

6. Request

I hereby request that the New Community Management Statement deposited herewith which amends Item 4, Item 6, Schedule A, Schedule B and Schedule D of the existing Community Management Statement be recorded as the Community Management Statement for SPHERE Southport Living Community Titles Scheme 37951.

7. Execution by applicant

24/2/2023
Execution Date


Applicant's or Solicitor's Signature

Note: A Solicitor is required to print full name if signing on behalf of the Applicant

Julie Pei-Hsuan Lee
Solicitor

37951

DEPOSITED WITH:

- A FORM 14 GENERAL REQUEST; AND
- A FORM 18C (IF NO EXEMPTION TO THE PLANNING BODY CMS NOTATION APPLIES).

A NEW CMS MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

Office use only

This statement incorporates and must include the following:

- Schedule A - Schedule of lot entitlements
- Schedule B - Explanation of development of scheme land
- Schedule C - By-laws
- Schedule D - Any other details
- Schedule E - Allocation of exclusive use areas

CMS LABEL NUMBER

1. Name of community titles scheme SPHERE Southport Living Community Titles Scheme 37951	2. Regulation module Accommodation Module
3. Name of body corporate Body Corporate for SPHERE Southport Living Community Titles Scheme 37951	
4. Scheme land Lot on Plan Description See Enlarged Panel	Title Reference
5. #Name and address of original owner Not Applicable	6. Reference to plan lodged with this statement SP323692

first community management statement only

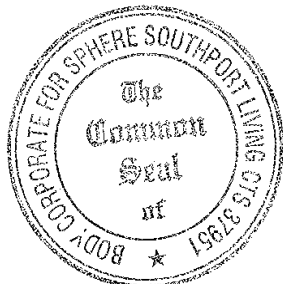
7. New CMS exemption to planning body community management statement notation (if applicable*)

Insert exemption clause (If no exemption – insert 'N/A' or 'not applicable')
Not applicable pursuant to s60(6) of the *Body Corporate Community Management Act 1997*

*If there is no exemption or for a first community management statement (CMS), a Form 18C must be deposited with the Request to record the CMS.

8. Execution by original owner/Consent of body corporate

**Body Corporate for SPHERE Southport Living
Community Titles Scheme 37951**



17/02/23
Execution Date

Nicole Johnston
NICOLE JOHNSTON Committee Member
CHAIR

Kelsie Brown
Committee Member of the Body Corporate
Kelsie Brown *Execution

*Original-owner to execute for a first community management statement
*Body corporate to execute for a new community management statement

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Title Reference 50704693

4. Scheme land

Lot on Plan Description			Title Reference
Common Property of SPHERE Southport Living Community Titles Scheme 37951			50704693
Common Property of Banksia SPHERE Community Titles Scheme 37952 and Lots 1-21 on SP 212273			50704703, 50704704 to 50704724 inclusive
Common Property of Melaleuca SPHERE Community Titles Scheme 37953 and Lots 1-18 on SP 212274			50704729, 50704730 to 50704747 inclusive
Common Property of Acacia SPHERE Community Titles Scheme 37954 and Lots 1-18 on SP 212275			50704748, 50704749 to 50704766 inclusive
Common Property of Wattle Olive SPHERE Community Titles Scheme 37955 and Lots 1-28 on SP 212276			50704784, 50704785 to 50704812 inclusive
Common Property of Willow SPHERE Community Titles Scheme 38365 and Lots 1-37 on SP 212277			50717218, 50717219 to 50717255 inclusive
Common Property of Casuarina SPHERE Community Titles Scheme 38364 and Lots 1-37 on SP 212278			50717289, 50717290 to 50717326 inclusive
Common Property of Kingfisher Curlew SPHERE Community Titles Scheme 39106 and Lots 1-39 on SP 220067			50741427, 50741428 to 50741466 inclusive
Common Property of Lorikeet Corella SPHERE Community Titles Scheme 39107 and Lots 1-34 on SP 220068			50741467, 50741468 to 50741501 inclusive
Common Property of Cirrus SPHERE Community Titles Scheme 40446 and Lots 1-12 on SP 227341			50779244, 50779245 to 50779256 inclusive
Common Property of Aura Horizon SPHERE Community Titles Scheme 40448 and Lots 1-18 on SP 227338			50779260, 50779261 to 50779278 inclusive
Common Property of Dawn SPHERE Community Titles Scheme 40548 and Lots 1-22 on SP 227340			50782420, 50782421 to 50782442 inclusive
Common Property of Breeze Vista SPHERE Community Titles Scheme 40644 and Lots 1-36 on SP 227339			50784745, 50784746 to 50784781 inclusive
Common Property of The Hedges SPHERE Community Titles Scheme 43677 and Lots 1-42 on SP 235707			50881470 to 50881512 inclusive
Common Property of SPHERE Garden Terraces Community Titles Scheme 54641 and Lots 1001-1036 on SP320231 Lots 1037-1049 on SP323682 Lots 1050-1074 on SP323692			51259371 to 51259407 51285743 to 51285755 To issue from Title Reference 50879666

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS		
Lot on Plan	Contribution	Interest
Banksia SPHERE Community Titles Scheme 37952	21	21
Melaleuca SPHERE Community Titles Scheme 37953	18	18
Acacia SPHERE Community Titles Scheme 37954	18	18
Wattle Olive SPHERE Community Titles Scheme 37955	28	28
Willow SPHERE Community Titles Scheme 38365	37	37
Casuarina SPHERE Community Titles Scheme 38364	37	37
Kingfisher Curlew SPHERE Community Titles Scheme 39106	39	39
Lorikeet Corella SPHERE Community Titles Scheme 39107	34	34
Cirrus SPHERE Community Titles Scheme 40446	12	12
Aura Horizon SPHERE Community Titles Scheme 40448	18	18
Dawn SPHERE Community Titles Scheme 40548	22	22
Breeze Vista SPHERE Community Titles Scheme 40644	36	36
The Hedges SPHERE Community Titles Scheme 43677	42	42
Sphere Garden Terraces Community Titles Scheme 54641	74	74
TOTALS:	436	436

Explanation of Contribution Schedule Lot Entitlements

The contribution schedule lot entitlements are determined in accordance with the relativity principle and the relevant factor is the nature, features and characteristics of the lots.

Explanation of Interest Schedule Lot Entitlements

The interest schedule lot entitlements do not reflect the market value principle. They do not because the scheme was established before the commencement of section 66(1)(dc) of the *Body Corporate and Community Management Act 1997*.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Not Applicable

SCHEDULE C BY-LAWS

The by-laws in Schedule 2 of the Act will not apply to the Scheme and the following By-laws will apply:

1 Interpretation

- (a) 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.

Plurals include the singular and singular the plural. Reference to either gender shall include a reference to the other gender.

Reference to the whole includes any part of the whole.

Where any By-law applies to an Owner, it will also apply to an Occupier (if the context permits).

Where any By-law applies to an Occupier, it will also apply to an Owner (if the context permits). This does not apply to any special rights or exclusive use that is given to an Owner, it being acknowledged that these can only be given to an Owner.

- (b) If it is held by any Court that any By-law (or any part of a By-law) is void, voidable, unlawful or invalid, it will be severed from this Schedule.

Throughout these By-laws, the following terms will, where the context so admits, have the meanings herein ascribed to them.

Act means the *Body Corporate and Community Management Act 1997* and the Regulation Module applying to the Scheme;

Boat will include sailboard, jet ski and similar pleasure craft;

Body Corporate means the Body Corporate for SPHERE Southport Living Community Titles Scheme.

Body Corporate Asset has the meaning given to it in the Act.

Buggy means a golf buggy or similar form of vehicle which is approved in writing from time to time by the Committee.

By-laws means these By-laws or any specified part of them.

Caretaker means the person or corporation appointed by the Body Corporate from time to time under a Caretakers Agreement.

Caretaker's Agreement means an agreement entered into between the Body Corporate and the Caretaker under which the Caretaker agrees to keep the Common Property which is the responsibility of the Principal Body Corporate, in good order. It includes any agreement from time to time that replaces or extends a Caretakers Agreement.

CMS means a community management statement.

Common Property means the common property in the Scheme and any Subsidiary Scheme (where the context permits). Where any land, other than the Scheme Land, is a Body Corporate Asset, Common Property includes that land, where the context permits.

Committee means the Committee of the Body Corporate appointed pursuant to the Act.

Committee's Representative means a member of the Committee appointed from time to time for the purpose of representing the Committee.

Development Lot means any Lot being part of the Scheme, that is owned by Sitting Bear Pty Ltd ACN 010 795 561 (or Assignee or a person nominated by it) and is not a Subsidiary Scheme.

Facilities means (if applicable) any swimming pool, gym, sauna, spa, meeting or function room, kitchen area, barbecue area, toilets, landscaped areas and any other miscellaneous facilities on the Common Property or property owned, leased, licensed or under the control of PBC.

Facilities Costs means all the costs, both capital costs and regularly recurring costs, of the Facilities including the cost of maintenance, repair, renewal and replacement of parts, so that the Facilities are kept in a good standard of repair and condition.

GST means any value added, consumption, turnover or similar tax, impost or duty on goods and/or services which is introduced by the Commonwealth or any State or Territory.

Improvements means buildings, pergolas, walls, windows, garage roller doors, doors, fly screens, security screens, gates, walkways, paths, driveways, yard, lawn, landscaping, garden, plants and irrigation and drainage facilities and other improvements located within a Lot or an area of Common Property which attaches to a Lot by virtue of an exclusive use By-law.

Lot means a lot in the Scheme and, where the context permits, any lots and Common Property derived from those lots.

Lot Owner has the same meaning as **Owner**.

Maintenance Lot (if any) means a lot allocated for the purposes of By-law 31.

Motor Vehicles includes motor bikes but does not include caravans, campervans or mobile homes.

Occupier has the meaning given to it in the Act.

Original Owner means Sitting Bear Pty Ltd ACN 010 795 561 (and includes any other person or company nominated by Sitting Bear Pty Ltd from time to time).

Owner has the meaning given to it in the Act and includes a body corporate for a Subsidiary Scheme.

Person includes a company.

Principal Body Corporate is also referred to as the PBC.

Recreation Areas includes any part of the **Facilities** on the Scheme Land.

Scheme Land means all the original Land parcel known as Lot 210 on WD 5860 excluding subsequent land dedications to the Crown or Gold Coast City Council and includes all land described in Schedule B in this CMS;

Scheme means SPHERE Southport Living Community Titles Scheme. (principal scheme).

Secretary means the Secretary of the Body Corporate.

Security Alarm means an alarm (or similar device) in or on a Lot that emits a noise when activated, which can be heard from outside the Lot.

Share Facilities Agreement means the Agreement referred to in By-law 36 whereby the PBC facilitates the use of the Facilities and Recreational Areas referred to therein for the purpose specified therein.

Subsidiary Scheme means any community titles scheme, the scheme land for which forms part of the land for the principal Scheme.

Vehicle means any type of car, motor bike or other form of transport.

2 General Appearance of Lots

There must be no alteration to the exterior appearance of lots in Subsidiary Schemes unless the prior approval of the Committee has been obtained. For example, and without limitation:

- (a) the colour and architectural appearance or theming of such lots must not be changed;
- (b) windows must not be altered and no window covers, shutters or awnings, reflective material or similar is to be affixed to windows, without the approval (which approval is not to be unreasonably withheld or delayed) of the Committee.

3 Maintenance of Lots

- (a) An Owner or Occupier of a Lot will:
 - (i) be responsible for the proper maintenance and decoration of his Lot so that it is of a standard required by the Committee (acting reasonably), taking into account, other developments on the Scheme Land;
 - (ii) maintain in good condition and repair any Improvements constructed or installed on the Lot (including where necessary, renewal or replacement of the whole or part thereof);
 - (iii) maintain the interior of his Lot in a clean condition and take all practical steps to prevent infestation by vermin and/or insects.
- (b) The Committee may give written notice to an Owner or Occupier of a Lot requiring that:
 - (i) the Improvements be put in a state of good condition and repair (including where necessary, renewal or replacement of the whole or part thereof); and
 - (ii) the obligations under By-law 3(a) be complied with,and if such notice has not been complied with to the reasonable satisfaction of the Committee within 14 days of the date of that notice, the Committee may in its absolute discretion, cause the Improvements to be put in such a state and the Owner or Occupier (as the case may be) will forthwith pay the costs incurred or payable by the Body Corporate in that regard on demand.
- (c) An Owner or Occupier of a Lot will allow the Committee and the servants and contractors of the Body Corporate access to the Lot and the Improvements at all reasonable times for the purpose of inspection and carrying out works under this By-law provided that the Committee gives the Owner or Occupier reasonable notice of its intention to enter upon the relevant Lot and Improvements and carry out works under this By-law.
- (d) For the purpose of this By-law:
 - (i) Lot includes any area the subject of an exclusive use By-law, in a Subsidiary Scheme CMS, that attaches to a lot in that Subsidiary Scheme;
 - (ii) the Committee may require the Body Corporate of the Subsidiary Scheme in which the relevant lot is contained, to carry out the obligations of the Owner of that lot under this By-law.

4 Items visible from Lots

Subject to By-law 23 (Construction/Sale of Lots), an Owner or Occupier of a Lot will not hang washing, towels, bedding, clothing or other articles or display any sign, advertisement, placard, banner, pamphlet or like matter on the Common Property or on any part of his Lot in such a way as to be visible from outside the Lot unless it has been approved in writing by the Committee.

5 Water Apparatus

- (a) An Owner or Occupier of a Lot will see that all water taps on his Lot are properly turned off after use.
- (b) The water closets, conveniences and other water apparatus including water pipes and drains in each Lot must not be used for any purpose other than the purpose for which they were constructed or installed and no sweepings or rubbish and other unsuitable substances shall be deposited therein.
- (c) Any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence will be borne by such Owner or Occupier whether the same is caused by his own acts or those of members of his household or his servants or agents or guests.

6 Animals on Common Property

An animal brought onto the Scheme Common Property must be restrained so as to not present any nuisance to any person. Any fouling of such Common Property must be immediately removed by the animal's attendant.

7 Antennae

No television radio or other electronic antenna or device of any type may be erected, constructed or placed or permitted to remain on any Lot or on the Common Property unless and until the same has been approved in writing by the Committee unless the same is contained within a Lot and not visible from the exterior of such Lot.

8 Insurance

An Owner or Occupier of a Lot must not bring to, do or keep anything on his Lot (or the Scheme Common Property) which may increase the cost of insurance for the Body Corporate, or prevent adequate insurance being obtained.

9 Obstruction

An Owner or Occupier of a Lot must not obstruct the lawful use of the Common Property by any person. The pathways and driveways on the Common Property and any easement giving access to the Common Property must not be obstructed by any such Owner or Occupier or used by them for any other purpose than the reasonable ingress and egress to and from their particular Lot.

10 Depositing Rubbish on Common Property

- (a) An Owner or Occupier must not:
 - (i) deposit or throw upon the Common Property or the exterior of a Lot any rubbish, dirt, dust or other material likely to interfere with the peaceful use and enjoyment of another Owner or Occupier or of any person lawfully using the Common Property;
 - (ii) throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of any window, door, skylight or balcony (if any) of his Lot.
- (b) Any damage or costs for cleaning or repair caused by breach hereof will be borne by the Owner or Occupier concerned.

11 Garbage disposal

An Owner or Occupier of a Lot must:

- (a) save where the Body Corporate provides some other means of disposal of garbage, maintain within his Lot, or on such part of the Scheme Land as may be authorised by the Body Corporate, in a clean and dry condition and adequately covered, a receptacle for garbage;
- (b) comply with all local authority By-laws and ordinances relating to the disposal of garbage;
- (c) ensure that the health, hygiene and comfort of the Owner or Occupier or any other Lot is not adversely affected by his disposal of garbage;
- (d) ensure that garbage is regularly left for collection at a time and place indicated by the Caretaker from time to time;
- (e) ensure that garbage bins left out for garbage collection are removed from Common Property and returned to relevant Lots as soon as practical after garbage collection.

12 Damage to Lawns, etc. on the Scheme Land

An Owner or Occupier of a Lot must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon the Scheme Land or damage any Body Corporate Asset; or
- (b) except with the prior written consent of the Body Corporate, use for his own purposes as a garden any portion of the Common Property.

13 Damage to the Common Property

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 except with the consent in writing of the Committee.

14 Committee to be Notified of Accidents etc.

An Owner or Occupier of a Lot must give to the Committee prompt notice of any accident to or defect in any water pipes, gas pipes, electric installations or fixtures which comes to his knowledge and the Committee will have authority by its servants or agents in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of any Lot or any buildings on the Scheme Land as often as may be necessary.

15 Visitors' Car Parking

- (a) Subject to By-law 15(c), the Occupier of a Lot must not, without the Body Corporate's written approval:
 - (i) park a vehicle or allow a vehicle to stand, on the Common Property other than in a designated car park; or
 - (ii) permit an invitee to park a vehicle, or allow a vehicle to stand, on the Common Property other than in a designated visitor car park for more than four without the prior consent of the Committee.
- (b) An approval under By-law 15(a) must state the period for which it is given. Any approval given under By-law 15(a) may be cancelled by the Body Corporate by giving seven days written notice to the Occupier of a Lot.

- (c) A car parking space which is a designated visitor car park must remain available at all times for the sole use of invitees of Occupiers of Lots.

16 **Use of Caravans etc.**

An Owner or Occupier of a Lot must not:

- (a) permit any caravan, campervan, mobile home, boat or trailer or truck upon the Common Property or upon his Lot unless it is housed in a garage and is not visible from any part of the Common Property;
- (b) permit any occupation of a caravan, campervan or mobile home upon his Lot.

17 **Observance of these By-Laws**

The duties and obligations imposed by these By-laws on an Owner or Occupier of a Lot must be observed not only by such Owner or Occupier but by the tenants, guests, servants, employees, agents, children, invitees and licensees of such Owner or Occupier. An Owner or Occupier of a Lot must take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.

18 **Repairs by the Body Corporate**

Where the Body Corporate expends money to make good the damage caused by a breach of the Act or of these By-laws by an Owner or Occupier of a Lot or the tenants, guests, servants, employees, agents or children, invitees or licensees of such Owner or Occupier or of any of them, the Committee will be entitled to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the Owner of the Lot at the time when the breach occurred.

19 **Contractors**

An Owner or Occupier of a Lot must not directly instruct any contractors or workmen employed by the Committee unless so authorised, and all requests for consideration of any particular matter to be referred to the Committee shall be directed to the Committee's Representative, who shall in turn refer the same to the Committee for determination.

20 **Notification of Infectious Diseases**

In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person upon any Lot the Owner or Occupier of such Lot must give, or cause to be given, notice thereof and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses of disinfecting the Lot where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

21 **Notices to be Observed**

An Owner or Occupier of a Lot must observe the terms of any notice displayed on any part of the Common Property by authority of the Committee or of any statutory authority.

22 **Rules Relating to Common Property and Use of Facilities and Recreation Areas**

- (a) The Committee may make, in addition to those set out below, 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.

- (b) All Owners or Occupiers of Lots making use of the Recreation Areas or Facilities must ensure:
- (i) that his invitees and guests do not use the same or any of them unless he or another Owner or Occupier accompanies them;
 - (ii) that children below the age of 13 years are not in or around the same unless accompanied by an adult Owner or Occupier exercising effective control over them;
 - (iii) that Owner or Occupier of Lots and their invitees exercise caution at all times and not behave in any manner that is likely to interfere with the use and enjoyment of the same by other persons;
 - (iv) they book the relevant Recreation Area through any reservation system provided by the Caretaker under By-law 40;
 - (v) all users of a Recreation Area must be suitably attired and must observe a dress code suitable for the occasion;
 - (vi) alcoholic beverages must not be consumed within five metres of a pool;
 - (vii) that food, glass, breakable items (other than in a designated eating area) and pets must not be brought into the pool area, gym, sauna or spa area;
 - (viii) all users of the Recreation Areas comply with any rules (including signage) made from time to time by the Committee;
 - (ix) that an Owner or Occupier of a Lot must not without proper authority operate, adjust or interfere with the operation of any equipment associated with the Recreation Areas;
 - (x) they do not use the Recreation Areas between the hours of 10.00pm and 7.00am or such other lawful hours as agreed to by the Committee and the Caretaker;
 - (xi) they use any plant and equipment in accordance with directions or instructions given by the Committee or the Caretaker;
- (c) All Owners or Occupiers of Lots acknowledge that the Recreation Areas and Facilities are subject to an occupation authority and the Caretaker has the right to operate a reservation system.

23 Construction/Sale of Lots

- (a) Whilst the Original Owner (and any person to whom the Original Owner assigns its rights under this By-law) remains an Owner of any Lot in the Scheme Land it and its contractors, agents and those authorised by it, will be entitled:
- (i) to place such signs and other advertising and display material in and about the Lot, and about the Common Property which signs will in all respects be attractive and tasteful having regard to the visual and acoustic privacy of other Lots and the general aesthetics and amenity of the Scheme Land, and will not at any time, and from time to time be more, in terms of number and size, than is reasonably necessary;
 - (ii) together with persons authorised by it, to pass over the Common Property (with or without vehicles and equipment) to gain access to and egress from any part of the Scheme Land;
 - (iii) to carry out any building (including construction) of any improvements, or any other things done, on the Scheme Land and no objection will be made to the noise, nuisance or other inconvenience which might arise from that; and

- (iv) to use the Common Property or other lots in the Scheme to:
 - (A) give access to and egress from any part of the Scheme Land with or without vehicles and equipment (or either of them); and
 - (B) store building materials, vehicles, equipment or fill on the Scheme Land.
- (b) In exercising its rights under this By-law, the Original Owner will use reasonable endeavours to prevent undue interference with the enjoyment, by lot Owners, of their lots and the Common Property.
- (c) While any construction or building operations are occurring on the Scheme Land, Lot Owners, Occupiers and invitees to the Scheme Land must comply with the reasonable direction of the Original Owner (and persons authorised by it). In particular, they must comply with any altered traffic (vehicle and pedestrian) flow directions.

24 **No Objection**

The Original Owner is permitted to use and damage the Common Property for the purpose of developing the Scheme Land. If any damage is caused to the Common Property or anything on the Common Property, the Original Owner will make good the damage at its expense.

25 **By-Laws to be Exhibited**

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.

26 **Speed Limits**

An Owner or Occupier of a Lot must not exceed the speed limit nominated by the Committee from time to time (***Speed Limit***) while driving any Motor Vehicle on the Common Property and must use his best endeavours to ensure that his invitees do not exceed the Speed Limit. In the absence of speed limit signage, Owners and Occupiers, their guests and invitees, shall observe a maximum speed limit of 10km per hour within the Scheme Land at all times.

27 **Recovery of Monies**

If a person breaches the Act or these By-law and the Body Corporate spends money to rectify any damage caused by the breach, then the Body Corporate will be entitled to recover the amount spent as a liquidated debt from the Owner or Occupier of the relevant Lot at the time the breach occurred.

28 **Recovery of Costs**

- (a) An Owner must pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs plus any GST properly chargeable in respect of those costs and expenses) in connection with:
 - (i) recovering levies or monies payable to the Body Corporate pursuant to the Act or these By-laws duly levied upon an Owner by the Body Corporate, or otherwise pursuant to these By-laws;
 - (ii) all legal or other proceedings concluded by way of settlement or Court determination in favour of the Body Corporate taken by or against the Owner or Occupier of a lot;
 - (iii) the legal and other costs incurred by the Body Corporate in issuing a notice of breach of bylaw or similar notice and the cost of remedying any such breach.
- (b) The amount of any such costs shall be deemed to be a liquidated debt due by the Owner to the Body Corporate.

- (c) If the Owner fails to pay any such costs upon demand, the Body Corporate:
 - (i) may take action for the recovery of those costs in a Court of competent jurisdiction, and/or
 - (ii) enter such costs and expenses against the levy account of the Owner.
- (d) In this By-law, references to an Owner shall be deemed to include a reference to a mortgagee in possession of any Owner's Lot.
- (e) The Body Corporate may include any costs payable to it under this By-law on any certificate issued in respect of the lot under the Act, including but not limited to a notation of unpaid insurance premiums, telephone charges and excess water charges.

29 Bulk supply of electricity or other utility services

The Body Corporate may supply electricity or other utility services for the benefit of Owners and Occupiers and in such case this By-law will apply.

- (a) The Body Corporate may purchase reticulated electricity or other services on the most economical basis for the whole of the Scheme Land from the relevant authority.
- (b) The Body Corporate may sell reticulated electricity or other services to Occupiers. Occupiers are not compelled to buy electricity or other services from the Body Corporate.
- (c) The Body Corporate must arrange for the installation of a separate electricity or other service meter for each Lot.
- (d) The Body Corporate is not required to supply to any Occupier electricity or other service requirements beyond those requirements which the relevant authority could supply at any particular time.
- (e) Insofar as it is lawful, the price to be charged by the Body Corporate to an Occupier for the supply of reticulated electricity or other services will be the total of:
 - (i) the price paid by the Body Corporate for the electricity or the other services; and
 - (ii) any additional cost incurred by the Body Corporate reading meters and issuing accounts and doing other things required for the supply of the electricity or other services.
- (f) The Body Corporate may render accounts to an Occupier supplied with electricity or other services under this By-law and such accounts are payable to the Body Corporate within 14 days of delivery of such accounts.
- (g) In respect of an account which has been rendered pursuant to these By-laws, the Occupier is liable, jointly and severally with any person who was liable to pay that electricity or other services accounts when that Occupier became the Occupier of that Lot.
- (h) In the event that an account for the supply of reticulated electricity or other service is not paid by its due date for payment, then the Body Corporate is entitled to:
 - (i) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any court of competent jurisdiction; and/or
 - (ii) disconnect the supply of reticulated electricity or other services to the relevant Lot.
- (i) The Body Corporate is not, under any circumstances whatsoever, responsible or liable for any failure of the supply of electricity or other services due to break downs, repairs, maintenance, strikes, accidents or causes of any class or description.

- (j) The Body Corporate may, from time to time, determine a security deposit to be paid by each Occupier who is entitled to the supply of the reticulated electricity or other services as a guarantee against non-payment of accounts for the supply of reticulated electricity or other services.
- (k) In this By-law, references to the Body Corporate include any person engaged by the Body Corporate to supply the services.

30 **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; or
 - (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. Persons may not enter or open such locked areas 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 maybe locked and access prohibited without the prior written consent of the Committee.

31 **Special Rights – Marketing and Related Matters**

Despite anything else contained in these By-laws, the Occupier of a Maintenance Lot or a Development Lot have the special right to use the Common Property and erect and maintain signs on the Scheme Land for anything related to, directly or indirectly, the following:

- (a) Selling land and marketing any lots in any Subsidiary Scheme;
- (b) offering any other lawful service to Occupiers of any lots in any Subsidiary Scheme.

32 **Buggies**

Where any Owner or Occupier of a Lot wants to use a Buggy on any part of the Scheme Land (or any other land over which the Body Corporate has access rights), the following applies:

- (a) Buggies must be kept in good condition and repair at all times;
- (b) Buggies must be registered with any appropriate authority and have all relevant approvals, consents, authorisations and other things required by law (together called **Consents**) to allow them to be used, obtained before such use, Evidence of the Consents and registration must be attached to the Buggy at all times;
- (c) a comprehensive insurance policy with a reputable insurer must be in place to cover all damage and injury to property or persons caused by the use of the Buggies (including damage to the Buggies themselves). The conditions of insurance must be satisfactory to the Committee (acting reasonably), however, in respect of injury, insurance must be for cover of not less than \$10 million for any single occurrence. Evidence of the currency of the policy (and its terms) must be attached to the Buggy at all times. In addition, the Committee must, if requested, be given a copy of the relevant insurance policy (together with evidence that it is current) when demanded;
- (d) Buggies must only be used on buggy paths that are set aside, from time to time, for the use of Buggies;
- (e) Buggies must not be overloaded;

- (f) drivers of Buggies must hold an appropriate licence required by law and comply with any rules or regulations made from time to time by the Committee;
- (g) Buggies must only be parked on the Common Property and in any Subsidiary Scheme in areas designated for that purpose by the Original Owner to the Committee or, if the Original Owner does not make a designation, designated by the Committee to the secretary of the Body Corporate;
- (h) any rules of use (Including road rules) published by the Committee from time to time must be complied with, for example, speed limits and stop signs;
- (i) the relevant Owner and Occupier indemnifies the Body Corporate and its servants, agents and contractors against any loss, expense, cost, claim or damage the Body Corporate suffers or incurs due to the use or condition of the Buggy (regardless of who is in control of the Buggy at the time).

If the Committee decides that any of the provisions of this By-law are not being complied with, it may give a written notice to the Owner or Occupier of the Lot at which the Buggy is housed that the Buggy must not be used on the Scheme Land until the Committee is satisfied that such provision will be complied with. Upon the giving of that notice, the Buggy must not be used on the Scheme Land until the Committee gives a further written notice that it is so satisfied (acting reasonably and promptly).

The Committee can make rules and regulations from time to time, including its own registration system which apply to the use and operation of Buggies.

33 **By-laws Paramount**

Where any By-laws of a Subsidiary Scheme are inconsistent with these By-laws, the Subsidiary Scheme By-laws will be read down to the extent of the inconsistency.

34 **Maintenance Lot**

By-laws 2, 3 and 9 do not apply to the Owner or Occupier of the Maintenance Lot.

35 **Security Alarm**

An Owner or Occupier of a Lot may install a Security Alarm provided however that the style, type and noise or alarm omitted from same is firstly approved in writing by the Committee.

36 **Shared Facilities and Recreation Areas**

- (a) The Body Corporate for SPHERE Southport Living CTS principal scheme (PBC) grants to all Lot Owners and members of any Subsidiary Scheme the right to access and use the Facilities and Recreation Areas.
- (b) The Body Corporate for SPHERE Southport Living CTS principal scheme (PBC) grants to the Caretaker of any Caretaking and Letting Agreement of any Subsidiary Scheme the right to access and use the Facilities and Recreation Areas so far as it is necessary and appropriate for that Caretaker to provide and facilitate such rights, obligations and services to be undertaken and provided under the relevant Caretaking and Letting Agreement.
- (c) The PBC must not do any acts or make any by-laws, rules or regulations which would unreasonably restrict access to, or the use of, the Facilities or Recreation Areas by any Lot Owner or Occupier or Subsidiary Body Corporate.
- (d) The PBC must give to all Lot Owners all access codes and copies of keys and security passes required in order for the Lot Owner to access and use the Facilities and Recreation Areas.
- (e) The PBC must take reasonable steps to ensure that the Facilities and Recreation Areas are kept in good order and repair.

- (f) The PBC cannot make any changes to the Facilities and Recreation Areas which would permanently and adversely affect the rights of a Lot Owner to access and use the Facilities and Recreation Areas.

37 **Noise Sensitive Residential Housing (Noise By-Law)**

- (a) A Covenant over the Scheme Land has been granted by the Original Owner in favour of the Gold Coast City Council (**GCCC**) acknowledging that a Lot in the Scheme may only be used for Noise Sensitive Residential Housing (the usage), which expression means housing designed, situated and constructed in accordance with the Acoustic Management Plan lodged by the Original Owner with GCCC with respect to the Scheme Land.
- (b) For the purposes of facilitating the usage described above, this By-Law provides as follows:
- (i) the purpose of this By-law is to ensure efficient management of noise management practice and procedure as set out hereunder;
- (ii) the Body Corporate, to give effect to the said Covenant, will direct the Caretaker to liaise with the operators and convenors of local sporting groups, clubs and associations involved with organised sport, harness racing, greyhound racing, football clubs, commercial and non-commercial events (whether open to the public or otherwise), music and outdoor concerts, showgrounds, exhibitions and other commercial or industrial activity; and other social or related clubs and bodies who may be likely to generate a level of noise in the vicinity of the Scheme Land, which noise shall be the subject of this By-Law (**the events**).
- (c) In respect of these events the Caretaker shall prepare an event calendar for each calendar year and upgrade such calendar on a monthly basis. The Caretaker shall cause a copy of the calendar to be made available to all Lot Owners and Occupiers so that Lot Owners or Occupiers are fully informed of any forthcoming event.
- (d) Notification of any such event shall be accompanied by the following notice. -
- (i) *'In the event that noise levels from an event reach a level which the Lot Owner or Occupier, having regard to the Acoustic Management Plan and Event Calendar, considers to be a nuisance then the Lot Owner or Occupier must, in order to minimise noise effect, close all windows and doors during the course of the event and to utilise air-conditioning and/or ceiling fans to maintain internal climate amenity in the Lot in accordance with the Acoustic Management Plan.'*
- (ii) *'In the event of a Lot Owner or Occupier suffering distress from excessive noise, then such Lot Owner or Occupier must give notice of same, either orally or in writing to the Caretaker in which event, and as soon as practicable thereafter, the Caretaker shall inspect the relevant Lot to ensure that the Lot Owner or Occupier has complied with the above notice. If the Lot Owner or Occupier has not complied with the said notice, then the Caretaker shall request the Body Corporate issue a reminder notice to the Lot Owner or Occupier to comply with the said notice.'*
- (e) The Lot Owners or Occupiers shall be given a special notice of any major upcoming event in addition to any ordinary notice, within a reasonable period in advance of that particular event with instructions to comply with the direction referred to in paragraph 37(d) to minimise any such anticipated disruption. In the event any such Lot Owner or Occupier fails to observe the notice, then the Caretaker shall request the Body Corporate issue to that Lot Owner a Notice to Remedy Breach of By-law.
- (f) (i) in the event that such Lot Owner or Occupier having complied with the directions in paragraph 37(d) gives notice to the Caretaker of ongoing distress to the noise, then the Caretaker shall commission acoustic logging of the noise source and a report which determines whether or not the noise source exceeds the acoustic design requirements of the Development Approval for the Scheme Land issued by GCCC.

- (ii) Upon receipt of such report the Caretaker shall table the report to the Body Corporate at its next Committee Meeting and the Caretaker shall take the following action:
 - (A) in the event the noise source causing the complaint is within the acoustic design parameters of the Development Approval for the Scheme Land, the Body Corporate shall advise the Lot Owner or Occupier in writing of same and no further action shall be required by either party;
 - (B) in the event the noise source exceeds the acoustic design parameters of the Development Approval for the Scheme Land, the Body Corporate shall write to GCCC registering the complaint for the noise source and provide a copy of the Acoustic Engineers Report to it;
 - (C) copies of relevant correspondence to and from GCCC and the Body Corporate and the acoustic engineer shall be provided to the Lot Owner or the Occupier.
- (g) Where the Body Corporate considers it appropriate, it will refer the Lot Owner or Occupier to the Acoustic Management Plan relevant to the Scheme and recorded with GCCC and in respect of which a copy will be available for inspection by the affected Lot Owner or Occupier at the offices of the Body Corporate and the Caretaker.
- (h) The responsibilities of the Caretaker in relation to the notification of events, monitoring and actioning and resolving of noise complaints are set out in paragraphs 37(a) to 37(g). If for any reason the Caretaker is unable to discharge its said responsibilities then the Body Corporate shall itself act with respect to paragraphs 37(a) to 37(g) in lieu of the Caretaker. Moreover, the Body Corporate shall regularly monitor and oversee the discharge of the Caretaker's responsibilities under this By-Law to ensure compliance.
- (i) Both the Caretaker and the Body Corporate, as the case may be, shall use their reasonable endeavours and resources, as they consider appropriate in the circumstances, to action and resolve any noise complaints, the subject of this By-Law, and received from a Lot Owner or Occupier.
- (j) A Lot Owner or Occupier must comply with their obligations set out in this By-Law and further must act bona fide in all respects in compliance therewith in relation to noise impacts from surrounding premises and the events specified in paragraph 37(b)(ii).
- (k) With respect to the usage referred to in paragraph 37(a), a Lot Owner or Occupier's right are subject to the Covenant as referred to in the said paragraph 37(a).

38 **Management and Maintenance of the Stormwater Management Devices**

The Body Corporate is responsible for management and maintenance of all water quality treatment devices and flow attenuation systems on the Scheme Land and such responsibility shall be discharged in accordance with GCCC's stormwater management guidelines and:

- (a) the stormwater management devices installed throughout the Scheme Land in accordance with GCCC approvals and as designed and certified by the hydraulic engineer are to be maintained and serviced within GCCC stormwater management guidelines. The stormwater devices installed throughout the site are the gross pollutant traps (**GPT**) connected to the stormwater main and the bio-retention basins;
- (b) the Body Corporate will comply with a Stormwater Management Maintenance Plan and consult with the hydraulic engineer and the manufacturer of the GPT (device) in accordance with GCCC stormwater management guidelines;
- (c) the Body Corporate will engage a qualified waste management contractor to service the GPT (device) in accordance with the Stormwater Management Maintenance Plan;

- (d) the Body Corporate will maintain a log for all stormwater device maintenance under the said Plan including the frequency of maintenance and activities and the log book will be available for inspection by GCCC and their officers as and when required.

39 Nuisance

No noxious or offensive trade or activity may be carried on upon the Scheme Land or in any subsidiary scheme or Lot nor may anything be done thereon which may be, or may become an annoyance or nuisance or which may be likely to interfere with the peaceful enjoyment of any such Lot Owner or Occupier in a subsidiary scheme or any other person lawfully using the Common Property. No loud noises, noxious odours, exterior speakers, horns, whistles, bells or other sound devices (other than security or warning devices used exclusively for such purposes) noisy or smoking vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any Lot may be located used or placed on any portion of the Scheme Land or exposed to the view of other Owners or Occupiers without the prior written consent of the Body Corporate.

40 Booking of Common Property

- (a) The Body Corporate may at its discretion, and at the request of a resident caretaker of a subsidiary scheme, allow that resident caretaker to operate a booking system, to enable Owners or Occupiers of the Scheme Land to reserve Facilities and Recreation Areas for activities and functions from time to time.

In operating such booking system the resident caretaker:

- (i) will allocate bookings on a 'first come first served' basis; and
 - (ii) will operate fairly and co-operatively with the other subsidiary schemes; and
 - (iii) may require a deposit of \$100.00 (or other amount the Committee deems appropriate from time to time) to cover the costs of cleaning and repair of Common Property. If, in the reasonable opinion of the resident caretaker, the Common Property has not been adequately cleaned after the function, or that damage has occurred as a results of the function, then the resident caretaker may withhold the deposit and apply it to such cleaning or repair. The Owner or Occupier is liable to then pay for any balance cost forthwith.
- (b) The resident caretaker must comply with the reasonable requirements of the Committee, notified to the resident caretaker from time to time, in relation to the management and operation of a booking system.

41 Auction sales

An Owner or Occupier of a Lot in a subsidiary scheme must not permit any auction sale to be conducted or to take place in his Lot or in the dwelling or upon the Scheme Land without the prior approval in writing of the Committee. This By-law does not apply to the Original Owner (and any person to whom the Original Owner assigns its rights under this By-law).

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED	
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- (a) Lots affected by Statutory Easements:

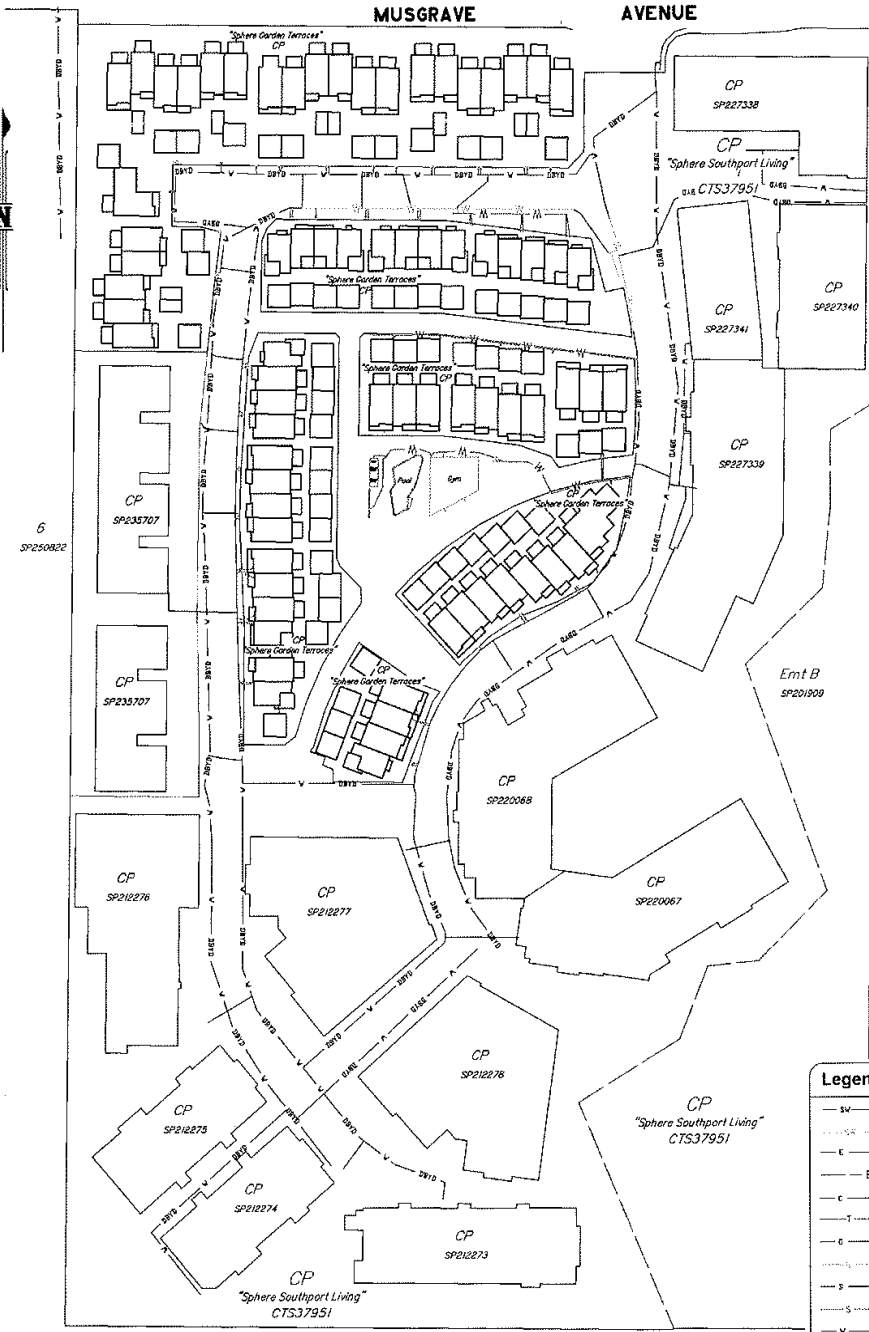
Lot on Plan	Statutory Easement	Service Location Diagram
Banksia SPHERE CTS 37952	Support, Shelter & Services	
Melaleuca SPHERE CTS 37953	Support, Shelter & Services	
Acacia SPHERE CTS 37954	Support, Shelter & Services	
Wattle Olive SPHERE CTS 37955	Support, Shelter & Services	
Willow SPHERE CTS 38365	Support, Shelter & Services	

Lot on Plan	Statutory Easement	Service Location Diagram
Casuarina SPHERE CTS 38364	Support, Shelter & Services	
Kingfisher Curlew SPHERE CTS 39106	Support, Shelter & Services	
Lorikeet Corella SPHERE CTS 39107	Support, Shelter & Services	
Cirrus SPHERE CTS 40446	Support, Shelter & Services	
Aura Horizon SPHERE CTS 40448	Support, Shelter & Services	
Dawn SPHERE CTS 40548	Support, Shelter & Services	
Breeze Vista SPHERE CTS 40644	Support, Shelter & Services	
The Hedges SPHERE CTS 43677	Support, Shelter & Services	
Common Property of SPHERE Southport Living Community Titles Scheme 37951	Support, Shelter & Services Communications, Electrical, Gas, Water, Sewer, Stormwater	SLD
Sphere Garden Terraces CTS 54641	Support, Shelter & Services	

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CMS No.: 37951

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 While most of the services constructed as part of civil works for stages 1,3 have been located by direct surveyed location of pipes / conduits, in some instances services buried prior to survey have been positioned by interpolation and/or contractor advice.

Legend	
— S-1000 —	Sewer from Records
— S-1000 — S-1000	Sewer Line - Surveyed
— E-1000 —	Elec Line from Records
— E-1000 — E-1000	Elec Line - Surveyed
— C-1000 —	Comms from Records
— C-1000 — C-1000	Comms - Surveyed
— G-1000 —	Gas Line from Records
— G-1000 — G-1000	Gas Line - Surveyed
— S-1000 —	Sewer Line from Records
— S-1000 — S-1000	Sewer Line - Surveyed
— W-1000 —	Water Line from records
— W-1000 — W-1000	Water Line surveyed

Scale 1:1500 @ A4 - Lengths are in Metres.

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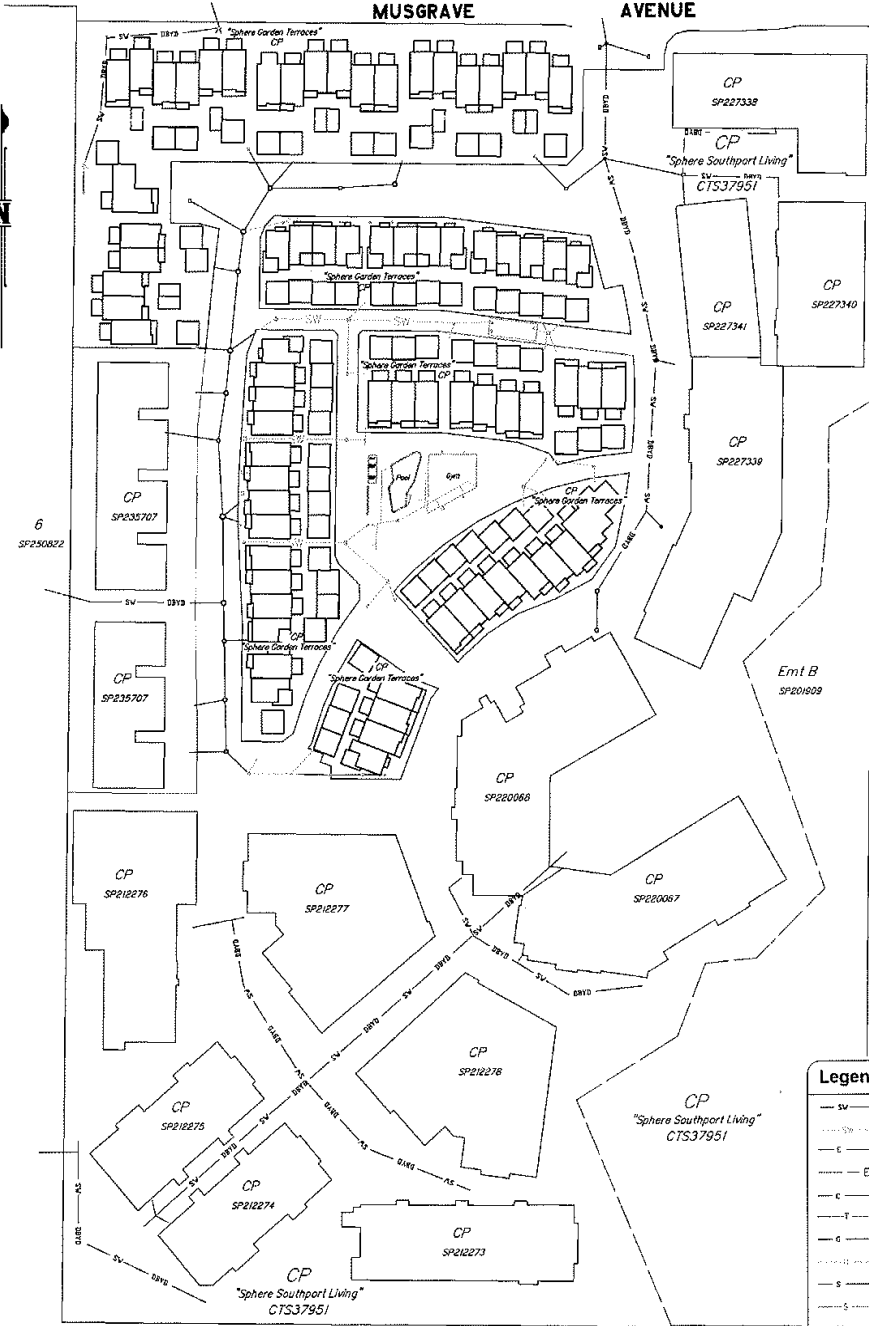
**Services Location Diagram -
 Water inc. Recycled & Fire Main**
**"SPHERE SOUTHPORT LIVING"
 CTS37951**
 Plan Number: S-1003-018-A | Sheet Number: 1 of 6

Scale: 1 : 1500 @ A4
 Date: 3/2021
 Meridian: SP313226
 Locality: Southport
 Local Government: Gold Coast City
 Checked By: WG

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Legend	
— SV — 3310 —	Stwater from Records
— SV — 3310 —	Stwater Line - Surveyed
— E — 3310 —	Elec Line from Records
— E — 3310 —	Elec Line - Surveyed
— C — 6810 —	Comms from Records
— T — T —	Contra - Surveyed
— G — 2270 —	Gas Line from Records
— G — 2270 —	Gas Line - Surveyed
— S — 2270 —	Sewer Line from Records
— S — S —	Sewer Line - Surveyed
— W — 2270 —	Water Line from records
— W — W —	Water Line surveyed

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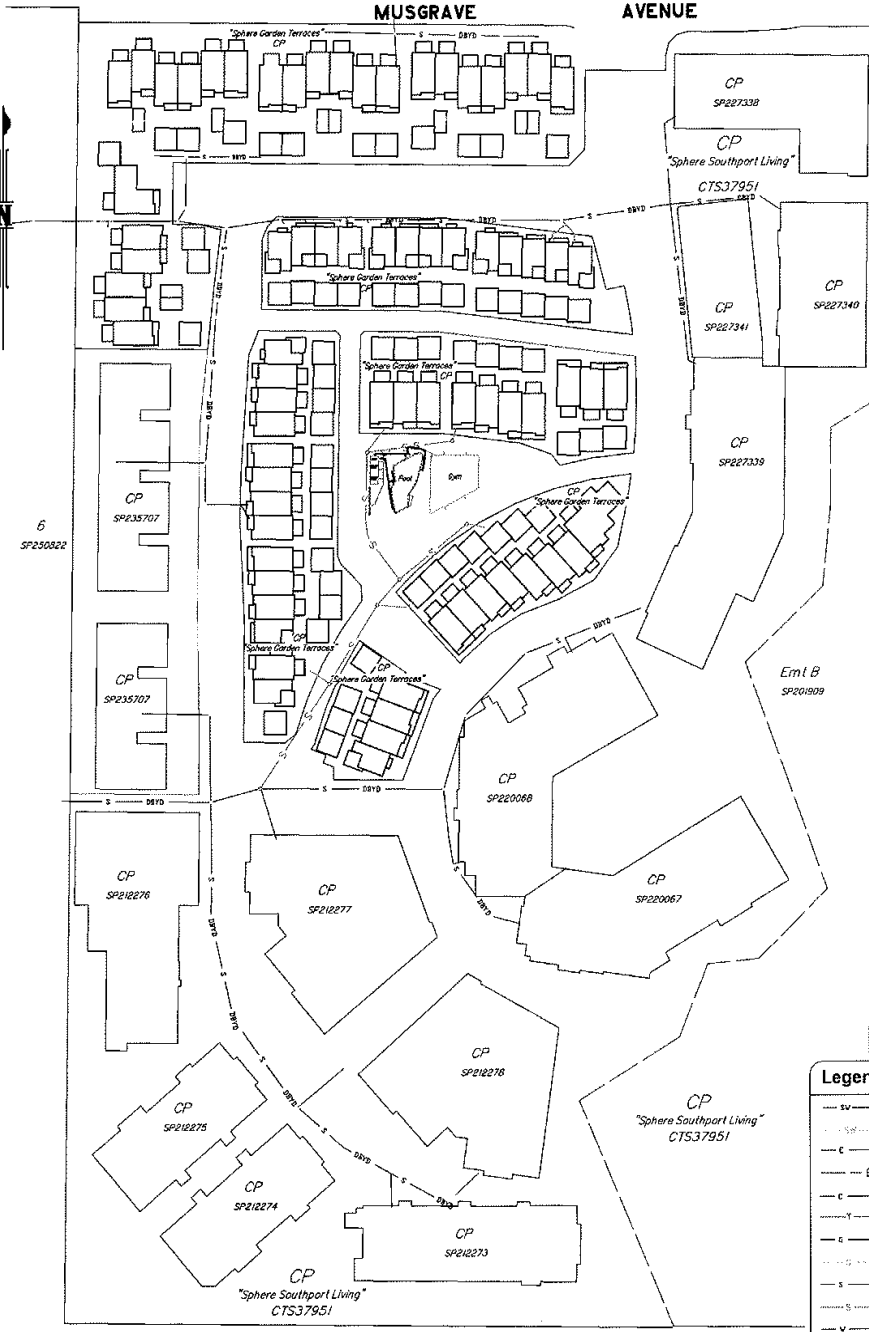
Services Location Diagram - Stormwater
"SPHERE SOUTHPORT LIVING"
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Legend	
— SV — DBVD —	Sewer from Records
— S — DBVD —	Sewer Line - Surveyed
— C — DBVD —	Elec Line from Records
— E — DBVD —	Elec Line - Surveyed
— C — DBVD —	Comms from Records
— Y — DBVD —	Comms - Surveyed
— G — DBVD —	Gas Line from Records
— G — DBVD —	Gas Line - Surveyed
— S — DBVD —	Sewer Line from Records
— S — DBVD —	Sewer Line - Surveyed
— W — DBVD —	Water Line from records
— W — DBVD —	Water Line surveyed

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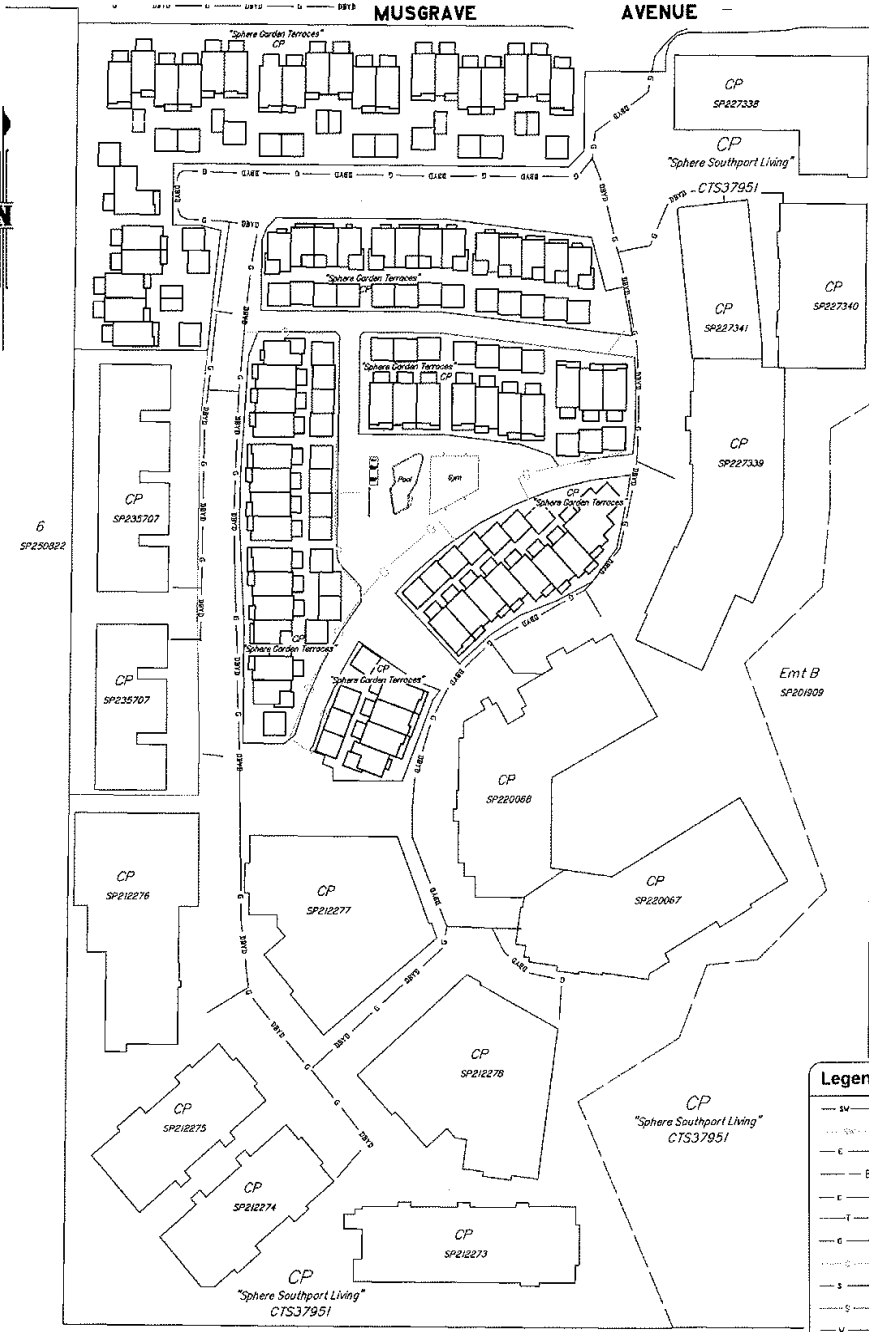
Services Location Diagram - Sewer
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Legend	
--- S-12710 ---	Sewer from Records
--- W-2972 ---	Water Line - Surveyed
--- E-2970 ---	Elec Line from Records
--- E-2970 ---	Elec Line - Surveyed
--- C-2970 ---	Comms from Records
--- C-2970 ---	Comms - Surveyed
--- G-2972 ---	Gas Line from Records
--- G-2972 ---	Gas Line - Surveyed
--- S-12710 ---	Sewer Line from Records
--- S-12710 ---	Sewer Line - Surveyed
--- W-2972 ---	Water Line from records
--- W-2972 ---	Water Line surveyed

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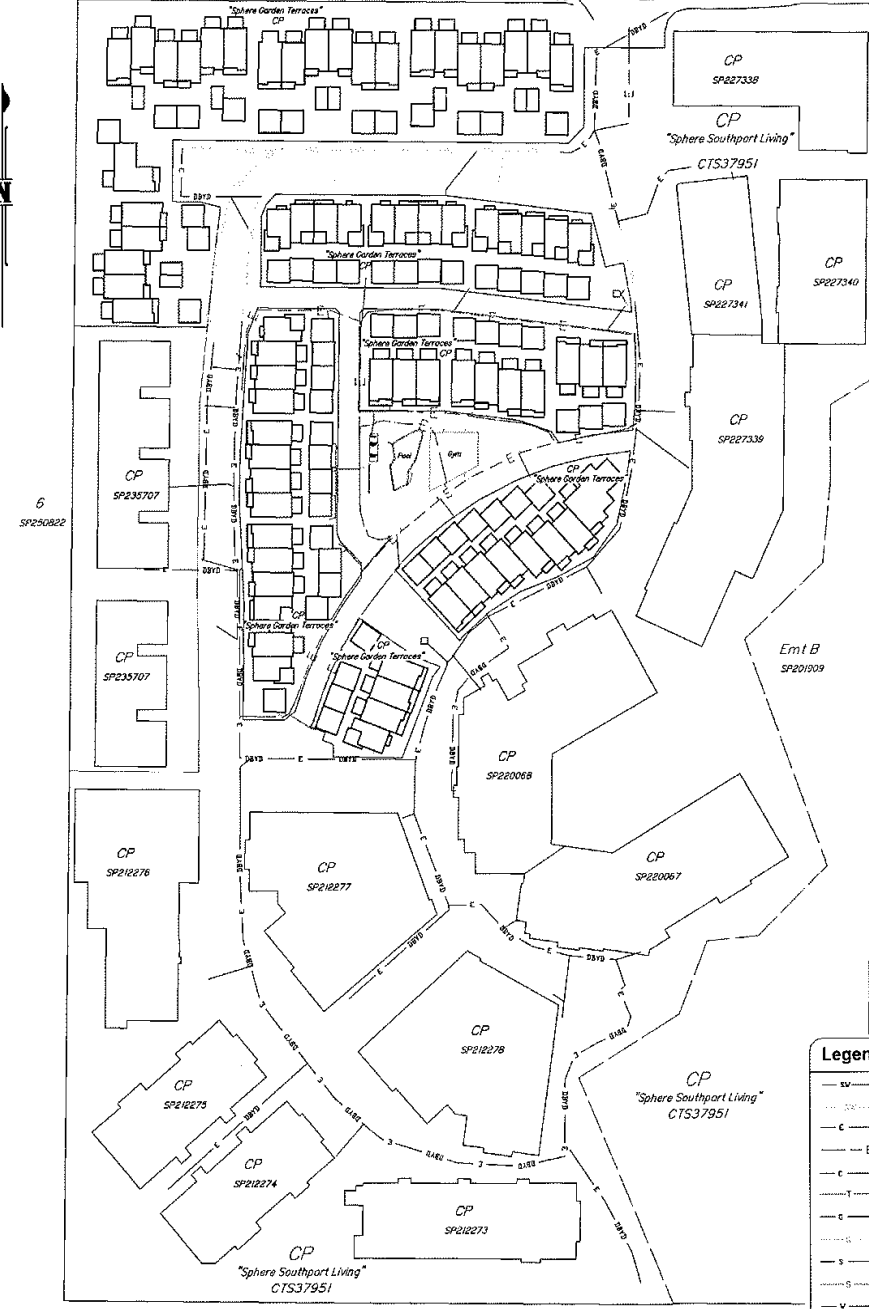
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Services Location Diagram - Gas
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Legend	
— SV — 3810 —	Stwater from Records
--- SV --- 3810 ---	Stwater Line - Surveyed
— C — 0810 —	Elec Line from Records
--- C --- 0810 ---	Elec Line - Surveyed
— E — 0810 —	Conms from Records
--- E --- 0810 ---	Conms - Surveyed
— G — 0810 —	Gas Line from Records
--- G --- 0810 ---	Gas Line - Surveyed
— S — 0810 —	Sewer Line from Records
--- S --- 0810 ---	Sewer Line - Surveyed
— W — 0810 —	Water Line from records
--- W --- 0810 ---	Water Line Surveyed

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 0 20 40 60 80 100

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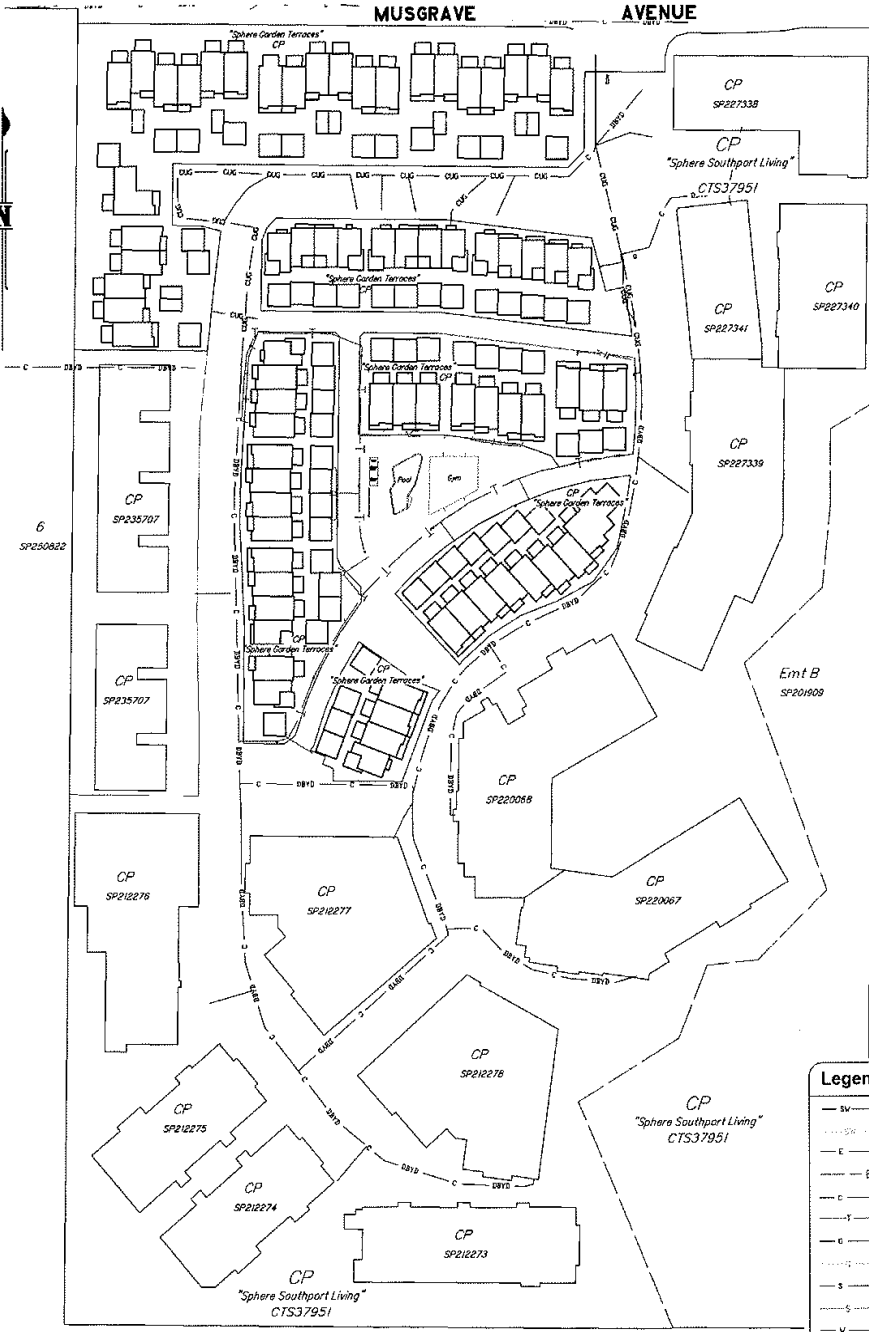
Services Location Diagram - Electrical
"SPHERE SOUTHPORT LIVING"
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Legend	
— SW — 0810 —	Drainage from Records
..... SW 0810	Drainage Line - Surveyed
— E — 0810 —	Elec Line from Records
..... E 0810	Elec Line - Surveyed
— C — 0810 —	Comms from Records
..... C 0810	Comms - Surveyed
— G — 2310 —	Gas Line from Records
..... G 2310	Gas Line - Surveyed
— S — 0810 —	Sewer Line from Records
..... S 0810	Sewer Line - Surveyed
— W — 0810 —	Water Line from Records
..... W 0810	Water Line Surveyed

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Services Location Diagram - Communications inc. Telstra
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SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

NOT APPLICABLE.