

GENERAL REQUEST

Dealing Number



OFFICE USE ONLY

Privacy Statement

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1. Nature of request

Request to Record New Community Management Statement for Emerald Springs Community Titles Scheme 19137

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

Nicholsons Solicitors

GPO Box 454

BRISBANE QLD 4001

Telephone No: (07) 3226 3944

Lodger Code

250A

2. Lot on Plan Description

Common Property of Emerald Springs Community Titles Scheme 19137

Title Reference

19504268

3. Registered Proprietor/State Lessee

Body Corporate for Emerald Springs Community Titles Scheme 19137

4. Interest

Fee Simple

5. Applicant

Body Corporate for Emerald Springs Community Titles Scheme 19137

6. Request

I hereby request that the New Community Management Statement deposited herewith which amends Schedule C of the existing Community Management Statement be recorded as the Community Management Statement for Emerald Springs Community Titles Scheme 19137

7. Execution by applicant

26, 08, 22

Execution Date

Applicant's or Solicitor's Signature

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

MEAGAN ELIZABETH BROWN
SOLICITOR

THIS STATEMENT MUST BE LODGED TOGETHER WITH A FORM 14 GENERAL REQUEST AND IN THE CASE OF A NEW STATEMENT MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

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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

1. Name of community titles scheme

Emerald Springs Community Titles Scheme 19137

2. Regulation module

Standard Module

3. Name of Body Corporate

Body Corporate for Emerald Springs Community Titles Scheme 19137

4. Scheme land

Lot on Plan Description

Title Reference

See Enlarged Panel

5. #Name and address of original owner

Not Applicable

6. Reference to plan lodged with this statement

Not Applicable

first community management statement only

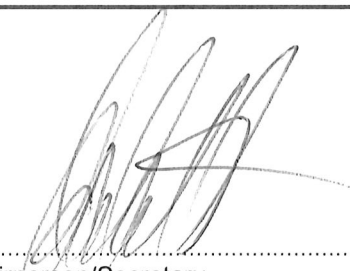
7. Local Government community management statement notation

Not applicable pursuant to section 60(6) of the *Body Corporate and Community Management Act 1997*.

8. Consent of Body Corporate



22/08/22
Execution Date


Chairperson/Secretary


Committee Member

***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 19504268

4. Scheme Land

Lot on Plan Description	Title Reference
Common Property of Emerald Springs Community Titles Scheme 19137	19504268
Lot 1 on GTP 4268	18777163
Lot 2 on GTP 4268	18777164
Lot 3 on GTP 4268	18777165
Lot 4 on GTP 4268	18777166
Lot 5 on GTP 4268	18777167
Lot 6 on GTP 4268	18777168
Lot 7 on GTP 4268	18777169
Lot 9 on GRP 101725	50052835
Lot 10 on GRP 101725	50052836
Lot 11 on GRP 101725	50052837
Lot 12 on GRP 101725	50052838
Lot 13 on GRP 101725	50052839
Lot 14 on GRP 101725	50052840
Lot 15 on GRP 101725	50052841
Lot 16 on GRP 101725	50052842
Lot 18 on GRP 102914	50052864
Lot 19 on GRP 102914	50052865
Lot 20 on GRP 102914	50052866
Lot 21 on GRP 102914	50052867
Lot 22 on GRP 102914	50052868
Lot 23 on GRP 102914	50052869
Lot 24 on GRP 102914	50052870
Lot 26 on GRP 103889	50114125
Lot 27 on GRP 103889	50114126
Lot 28 on GRP 103889	50114127
Lot 29 on GRP 103889	50114128
Lot 30 on GRP 103889	50114129
Lot 31 on GRP 103889	50114130
Lot 32 on GRP 103889	50114131
Lot 33 on GRP 103889	50114132
Lot 35 on GRP 104400	50128883
Lot 36 on GRP 104400	50128884
Lot 37 on GRP 104400	50128885
Lot 38 on GRP 104400	50128886
Lot 39 on SP 117512	50329187
Lot 40 on SP 117512	50329188
Lot 41 on GRP 104400	50128889

Title Reference 19504268

Lot 42 on GRP 104400
Common Property of Emerald Springs Community Titles Scheme 19137

50128890
19504268

SCHEDULE

Title Reference 19504268

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on GTP 4268	1	1
Lot 2 on GTP 4268	1	1
Lot 3 on GTP 4268	1	1
Lot 4 on GTP 4268	1	1
Lot 5 on GTP 4268	1	1
Lot 6 on GTP 4268	1	1
Lot 7 on GTP 4268	1	1
Lot 9 on GRP 101725	1	1
Lot 10 on GRP 101725	1	1
Lot 11 on GRP 101725	1	1
Lot 12 on GRP 101725	1	1
Lot 13 on GRP 101725	1	1
Lot 14 on GRP 101725	1	1
Lot 15 on GRP 101725	1	1
Lot 16 on GRP 101725	1	1
Lot 18 on GRP 102914	1	1
Lot 19 on GRP 102914	1	1
Lot 20 on GRP 102914	1	1
Lot 21 on GRP 102914	1	1
Lot 22 on GRP 102914	1	1
Lot 23 on GRP 102914	1	1
Lot 24 on GRP 102914	1	1
Lot 26 on GRP 103889	1	1
Lot 27 on GRP 103889	1	1
Lot 28 on GRP 103889	1	1
Lot 29 on GRP 103889	1	1
Lot 30 on GRP 103889	1	1
Lot 31 on GRP 103889	1	1
Lot 32 on GRP 103889	1	1
Lot 33 on GRP 103889	1	1
Lot 35 on GRP 104400	1	1
Lot 36 on GRP 104400	1	1
Lot 37 on GRP 104400	1	1
Lot 38 on GRP 104400	1	1

SCHEDULE

Title Reference 19504268

Lot 39 on SP 117512	1	1
Lot 40 on SP 117512	1	1
Lot 41 on GRP 104400	1	1
Lot 42 on GRP 104400	1	1
TOTALS	38	38

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Sections 66(1)(f) and (g) of the *Body Corporate and Community Management Act 1997* are not applicable.

SCHEDULE C BY-LAWS

1. Interpretation

- 1.1 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.
- 1.2 Plurals shall include the singular and singular the plural. References to either gender shall include a reference to the other gender.
- 1.3 Throughout these By-Laws, the following terms shall, where the context so admits, have the means herein ascribed to them.
 - 1.3.1 "Act" means the Body Corporate and Community Management Act 1997;
 - 1.3.2 "Body Corporate" means the Body Corporate for Emerald Springs Community Titles Scheme 19137;
 - 1.3.3 "Common Property" means the common property as defined by the Act;
 - 1.3.4 "Committee" means the Committee of the Body Corporate appointed pursuant to the Act;
 - 1.3.5 "Committee's Representative" means a member of the Committee appointed from time to time for the purpose of representing the Committee;
 - 1.3.6 "Complex" means all of the Lots and Common Property in Emerald Springs Community Titles Scheme 19137;
 - 1.3.7 "Heavy Vehicle" includes a motor vehicle in excess of two (2) tonnes weight;
 - 1.3.8 "Lot" means a lot in the Plan and includes a townhouse constructed on the Lot;
 - 1.3.9 "Motor Vehicles" includes motor bikes but does not include motor vehicles in excess of two (2) tonnes weight, caravans, campervans or mobile homes;
 - 1.3.10 "Original Owner" has the meaning assigned to it in the Act;
 - 1.3.11 "Plan" means the plan or plans registered in respect of the scheme land;
 - 1.3.12 "Secretary" means the secretary of the Body Corporate appointed pursuant to the Act;

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1.3.13 "Town House" means a dwelling constructed or to be constructed on a Lot and includes the garage and courtyard on the Lot.

2. Use of Lot

- 2.1 Lot 1 may be used as an office for the provision for caretaker services and the operation of a letting business as well as for residential purposes.
- 2.2 All other Lots shall be used for residential purposes only.
- 2.3 An Owner or occupier without the Committee's prior written consent shall not permit its use for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose.
- 2.4 Subject to By-Law 17 the garages situated on each Lot shall be used for parking of Motor Vehicles only.

3. General Appearance of Lots

- 3.1 An Owner or occupier without the Committee's prior written consent shall not:
 - 3.1.1 permit any structural alterations be made to any Townhouse;
 - 3.1.2 permit any alterations to any gas, water or electrical installations or services to the Lot;
 - 3.1.3 install any air conditioning system;
 - 3.1.4 alter the external appearance of the Lot;
 - 3.1.5 alter the garden or landscaping on the Lot or the nature strips adjacent to the Lot;
 - 3.1.6 erect or alter any fence on the Lot;
 - 3.1.7 install or construct on the Lot any structure or item that can be viewed from outside the Lot.
- 3.2 An Owner or occupier of a Lot shall not:
 - 3.2.1 permit any towel, bedding, clothing or any item of washing to be hung outside the townhouse where it is visible from outside the Lot;
 - 3.2.2 display any sign, advertisement, placard, banner, pamphlet or like item on any part of the Lot so that it is visible from outside the Lot.

4. Maintenance of Lots and Townhouses

- 4.1 An Owner or occupier of a Lot shall:
 - 4.1.1 be responsible for the property maintenance of his Lot and minor repairs including touch up painting to external surfaces;
 - 4.1.2 ensure that his Lot is so kept and maintained as not to be offensive in appearance;
 - 4.1.3 not permit the accumulation of excess rubbish or otherwise;

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- 4.1.4 repair any improvement constructed or installed on the Lot (including where necessary, renewal or replacement of the whole or part thereof) on external surfaces;
- 4.1.5 shall not use materials and external finishes other than of the same colour and type as those comprised in such improvements without the prior written consent of the Committee;
- 4.1.6 maintain the interior of his Townhouse in a clean condition;
- 4.1.7 take all practical steps to prevent infestation by vermin and/or insects;
- 4.1.8 maintain in good condition and repair and keep clean any part of the Common Property which the Owner has the exclusive use of;
- 4.1.9 keep lawns and gardens free of noxious weeds preventing them spreading to other Lots;
- 4.1.10 prevent the excessive growth of grass and other vegetation making his Lot unsightly;
- 4.1.11 not to vary the external appearance of the Lot without the prior written consent of the Committee.

- 4.2 For the purposes of this By-Law "improvements" shall include walls, windows, garage roller doors, doors, fly screens, gates, walkways, paths, driveways, yard, lawn, landscaping, gardens, plants, irrigation, and drainage facilities within a Lot.

5. Water Apparatus

- 5.1 An Owner or occupier of a Lot shall:

- 5.1.1 see that all water taps on the Lot are properly turned off after use;
- 5.1.2 only use water closets, sinks, pipes or drains and other water apparatus for the purposes of which they were constructed;
- 5.1.3 not deposit any sweepings, rubbish or unsuitable substances in water closets, sinks, pipes or drains.

- 5.2 Any costs or expenses resulting from any damage or blockage to any water closet, sink, pipe or drain from misuse or neglect shall be paid by the Owner of the relevant Lot.

6. Lighting and Heating of Townhouses

- 6.1 The Owner or occupier of a Lot shall not:

- 6.1.1 use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating a Townhouse;
- 6.1.2 in any way cause or increase a risk of fire or explosion in such Townhouse.

7. Storage of Flammable Liquids, etc

- 7.1 An Owner or occupier of a Lot shall not, except with the consent in writing of the Committee, use or store upon his Lot or upon the Common Property any flammable chemical, liquid or gas or other flammable material other than:

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- 7.1.1 chemicals, liquids, gases or other material used or intended to be used for domestic purposes;
- 7.1.2 any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

8. Windows

- 8.1 The windows of a Townhouse shall be:

- 8.1.1 kept clean;
- 8.1.2 promptly replace with fresh glass of the same kind, colour and weight as at present if broken or cracked.

9. Window Covers

- 9.1 An Owner or occupier shall not without the prior written consent of the Committee:

- 9.1.1 install curtains, drapes, shutters and blinds on the interior of a Townhouse and window covers without such items having a white backing;
- 9.1.2 cover windows with aluminium foil or similar reflective material or tint the windows;
- 9.1.3 affix shutters, awnings or other window covers externally to any building on the Lot.

10. Keeping of Animals

- 10.1 An Owner or occupier of a Lot shall be entitled to keep animals on his Lot but if the Committee gives written notice to such Owner or occupier that such animals or any of them are causing nuisance to any other persons, the Owner or occupier shall forthwith remove the animals specified in the notice from the relevant Lot.
- 10.2 This By-Law is subject to Section 181 of the Act. For the purpose of this By-Law "animal" means dogs, cats, fish and birds.

11. Antennae

- 11.1 Not without the prior written consent of the Committee may a television, radio or other antenna or device be:

- 11.1.1 erected to any external building surface within the Lot;
- 11.1.2 installed within the Townhouse so that it is visible from outside the Lot.

12. Security of Townhouses

- 12.1 All doors (including garage doors) and windows to any Townhouse shall be locked on all occasions when the Townhouse is left unoccupied;
- 12.2 The Committee reserves the right to enter and lock the same if left unlocked.

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13. Nuisance

13.1 An Owner or occupier of a Lot shall not permit upon the Lot:

13.1.1 any noxious or offensive trade or activity;

13.1.2 anything which will become an annoyance or a nuisance to the neighbourhood;

13.1.3 anything that would likely interfere with the peaceful enjoyment of Owners or occupiers of other Lots or Common Property;

13.1.4 any loud noises from any source within the Lot to be heard externally to the Lot in a manner to interrupt the peaceful enjoyment of the Owners or occupiers of other Lots;

13.1.5 the use of any electrical or other device which would interfere with telephone, television or radio reception located on other Lots;

13.1.6 the use of musical instruments, wirelesses, stereos and other such devices in a manner which would cause unreasonable annoyance to other Lot Owners or occupiers.

13.2 An Owner and occupier of a Lot shall ensure that their guests who leave after 11.00pm leave quietly.

13.3 An Owner and occupier of a Lot must take all reasonable steps to minimise all avoidable noise emanating from his Lot likely to cause a nuisance to Owners and occupiers of other Lots.

14. Garbage Disposal

14.1 An Owner or occupier of a Lot shall:

14.1.1 ensure that any garbage bin maintained on the Lot is in a clean condition so that it is not visible from outside the Lot;

14.1.2 comply with all local authority By-Laws and ordinances relating to the disposal of garbage;

14.1.3 ensure that the health, hygiene and comfort of the Owner or occupier of any other Lot is not adversely affected by his disposal of garbage.

15. Damage to Common Property

15.1 An Owner or occupier of a Lot shall not:

15.1.1 damage the Common Property; or

15.1.2 except with the prior written consent of the Committee, use for his own purposes as a garden any portion of the Common Property.

16. Committee to be notified of accidents etc.

An Owner or occupier of a Lot shall give to the Committee prompt notice of any accident to or defect in any water pipes, gas pipes, electric installation or fixtures on part of the Common Property which comes to his knowledge.

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17. Caravans and Vehicles

17.1 An Owner or occupier of a Lot shall not:

17.1.1 permit any caravan, campervan, mobile home, boat or trailer:

17.1.1.1 to be parked upon the Common Property; or

17.1.1.2 upon his Lot unless the same is housed in a garage and is not visible from any part of the Common Property.

17.1.2 permit any occupation of a caravan, campervan or mobile home upon his Lot;

17.1.3 drive or permit to be driven any Heavy Vehicle into or over the Common Property other than such Heavy Vehicles necessary to complete the construction or improvements on a Lot or pursuant to any statute and/or local authority ordinances.

17.2 An Owner or occupier of a Lot shall not park or stand any Motor Vehicle except within the garage or drive of his Lot.

18. Inspection of Townhouses

18.1 Upon one day's notice in writing the Committee and its servants, agents and contractors shall be permitted to:

18.1.1 inspect any Lot including the interior of any Townhouse;

18.1.2 test any electrical, gas or water installation or equipment thereon;

18.1.3 trace and repair any leakage or defect in the said installation or equipment;

18.1.4 carry out works required or permitted by the By-Laws or the Act.

18.2 If not permitted they may effect an entry without liability for any damage occasioned to the Lot or any structure thereon in effecting the entry.

18.3 The Committee, in exercising this power, shall ensure that its servants, agents and employees cause as little inconvenience to such Owner or occupier as is reasonable in the circumstances.

19. 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 their tenants, guests, servants, employees, agents or children, invitees and licensees the Committee shall be entitled to recover the amount so expended as a debt in an action in any court from the Owner of the Lot at the time when the breach occurred.

20. Costs

20.1 An Owner shall pay on demand:

20.1.1 the whole of the Body Corporate's costs and expenses (including solicitors and own client costs) incurred in recovering levies or moneys duly levied upon that Owner's Lot pursuant to the By-Laws or the Act such amount deemed to be a liquidated debt which is due;

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20.1.2 such costs as may have been ordered to be paid by the Owner to the Body Corporate by any Court Tribunal or body with authority to order the payment of costs.

21. Discount

21.1 The Body Corporate may grant a discount of 20% if payment is received by the Body Corporate on or before the date fixed for payment of a contribution or instalment of a contribution.

22. Contractors

An Owner or occupier of a Lot shall not directly instruct any contractors or workmen employed by the Committee unless so authorised in writing.

23. Notification of Infectious Diseases

23.1 An Owner or occupier of a Lot shall give notification of the outbreak of any infectious disease on the Lot where notice is required by statute.

23.2 The Owner or occupier of the Lot shall be responsible for any expenses in disinfecting the Lot.

24. Use of Common Property and Display of Lots

24.1 The Original Owner may use all reasonable efforts to sell Lots in the Scheme Land including:

24.1.1 erecting signs on Common Property;

24.1.2 having display Lots.

24.2 The Original Owner may use the Common Property as reasonable required for the purposes of access, storage of materials, and other requirements reasonable necessary for the purpose of constructing Townhouses and other buildings on the Scheme Land.

24.3 The rights contained in this By-Law may be exercised by the Original Owner and its contractors, servants, agents and other persons authorised by the Original Owner with or without equipment and Heavy Vehicles.

25. By-Laws Notices

25.1 A copy of these By-Laws and the Easements for the use of the Swimming Pool and Tennis Court Facilities (or a precis thereof approved by the Committee) shall be exhibited in a prominent place in any Townhouse made available for letting.

25.2 An Owner or occupier shall take reasonable steps to ensure that their invitees observe these By-Laws.

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

26. Speed Limits

26.1 An Owner or occupier of a Lot shall:

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26.1.1 not exceed the speed limit nominated by the Committee from time to time (the "Speed Limit") and obey road signs while driving any vehicle or motor bike on the Common Property;

26.1.2 use his best endeavours to ensure that his invitees do not exceed the Speed Limit and obey the road signs.

27. Duties of the Body Corporate

27.1 The Body Corporate shall ensure that the overall appearance of the parcel shall remain uniform.

27.2 The Body Corporate may, pursuant to the requirements of the Standard Module, engage and coordinate external contractors to provide services such as (but not limited to) maintenance and painting services to any Owner who enters into a written agreement with the Body Corporate for the provision of such services and who agrees to pay the Body Corporate for their share of the total costs of those services.

27.3 Any works carried out by the Owner or the Body Corporate pursuant to this By-Law shall be carried out by competent and qualified tradesmen.

28. Insurance

28.1 The Body Corporate shall effect insurance referred to in Regulation 128 of the Accommodation Regulation Module of the Act (i.e. to insure and keep insured all buildings and all improvements on the Common Property and the Lots);

28.2 The Policy shall cover the re-building and/or repair of the buildings due to damage and destruction by fire, storm, tempest, explosion or any other occurrence usually provided for in such insurance cover to the reinstatement or replacement value.

28.3 At the written request of the Body Corporate an Owner shall supply the Body Corporate with all information relevant to the Body Corporate effecting renewing or updating the insurance policies.

28.4 An Owner will not bring to, do or keep anything on his Lot which shall increase the premium payable for or render void or voidable any such insurance.

28.5 The Body Corporate is not obliged to insure Owner's fixtures including all electrical equipment, carpet, drapes and improvements within an Owner's Lots or any chattels, of any Owner normally kept within his Lot the responsibility for taking out such insurance and public risk insurance shall rest with the Owner.

29. Auction Sales

An Owner or occupier of a Lot shall not permit on the Lot any auction or sale of chattels without the prior written approval of the Committee.

30. Security of Common Areas

30.1 The Body Corporate may take all reasonable steps to ensure the security of the parcel and Body Corporate personal property and the observance of these By-Laws and without limiting the generality of the foregoing may:

30.1.1 close off any part of the Common Property not required for ingress or egress to a Lot or car parking space on either a temporary or permanent basis;

30.1.2 restrict the access to or use by Owners or occupiers of any such part of the Common Property;

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30.1.3 permit any designated part of the Common Property to be used by a security person, firm or company (to the exclusion of Owners and occupiers generally) as a means of monitoring the security and general safety of the parcel;

30.1.4 obtain, install and maintain locks, alarms, communication systems and other security devices.

31. Security Keys

31.1 If the Committee of the Body Corporate in the exercise of any of its powers under these By-Laws restrict 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 as it determines available to Owners and may at its discretion make additional numbers thereof available to proprietors upon payment of such reasonable charge thereof as may be determined from time to time by the Body Corporate.

31.2 An Owner of a Lot to whom any key or operating system is given pursuant to these By-Laws shall exercise a high degree of caution and responsibility in making the same available for use by any Owner of a Lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a Lot to such occupier) to ensure return thereof to the Owner of the Body Corporate upon the occupier ceasing to be an occupier.

31.3 An Owner of a Lot into whose possession any key or operating system referred to in these By-Laws has come shall not without the prior approval in writing of the Body Corporate duplicate the same or cause or permit the same to be duplicated and shall take all reasonable precautions to ensure that the same is not lost or handed to any other person other than another Owner or occupier and is not disposed of otherwise than by returning it to the Body Corporate.

31.4 An Owner or Occupier of a Lot who is issued with a key or operating system referred to in these By-Laws shall immediately notify the Body Corporate if the same is lost or misplaced.

31.5 Any consent or approval given by the Body Corporate pursuant to these By-Laws shall, if practicable, be revocable upon notice to the Owner or occupier for the time being having the benefit of such consent or approval.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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Nil.

SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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Nil.