

## ADDITIONAL RULES

### TORQUAY SANDS (BODY CORPORATE RULES OF BODY CORPORATE NO. 1 PS443140M)

#### 1. INTERPRETATION

The Torquay Sands Body Corporate Rules are to be interpreted having regard to the following objectives of the Developer:

- 1.1 ensuring compliance with Torquay Sands Building and Environmental Management Code.
- 1.2 enhancing the amenity of every Lot and Sub-Lot on the Plan of Subdivision and every other lot and sub-lot on other plans of subdivisions forming part of Torquay Sands;
- 1.3 maintaining and enhancing any landscaping for which the Body Corporate is responsible/or other relevant landscaping requirements;
- 1.4 maintaining and enhancing the Water and Environment Features for the benefit of all Members in conjunction with the proposed Saltmarsh Environmental Management Trust (**the Trust**); and
- 1.5 empowering the Developer to act on behalf of all Members to achieve all of the above, until such time as the Original Owner ceases to be the owner of a Lot on the Plan of Subdivision and any land in the Development.

#### 2. DEFINITIONS

In these Rules unless the context otherwise requires the following definitions apply:

**Body Corporate** means the Body Corporate created by the Plan of Subdivision or if more than one, the unlimited Body Corporate created by the Plan of Subdivision;

**Builders' Site Refuse Guidelines** means the guidelines for disposal of all building refuse on all Lots on the Plan of Subdivision (a copy of which is attached in Schedule 1) as amended from time to time by the Body Corporate established for the purposes of achieving the expressly stated objectives of the Rules;

**Code** means the Torquay Sands Building and Environmental Management Code for the design, development and use controls for all Lots on the Plan of Subdivision (a draft copy of which is attached in Schedule 2) as amended from time to time by the Torquay Sands Architectural Review Committee for the purposes of achieving the expressly stated objectives of these Rules;

**Committee** means the Torquay Sands Architectural Review Committee being a panel appointed by the Developer and comprising representatives of the Developer, a representative of the Surf Coast Shire Council and a qualified architect for the purposes of assessing compliance by Members with the Code;

**the Developer** means MHY Handbury Joint Venture Pty Ltd as the developer representing the Original Owner or its assignee;

**Development** means the development known as "Torquay Sands";

**Environmental Management Plan** means the environmental management plan prepared by the Developer prior to the commencement of any use or development of the Development and as approved by the Surf Coast Shire Council, a summary of particular Environmental Management Plan requirements (**Environmental Management Plan Requirements**) being attached to these Rules as Schedule 3;

**Golf Course** means the Torquay Sands golf course situated on land adjoining or in the vicinity of the Plan of Subdivision;

**Golfside Lot** means a Lot adjacent to the Golf Course;

**Golfside Member** means a Member who is an owner of a Golfside Lot ;

**Improved Lot Rate** means the rate imposed on a Lot on which construction of a Residence has been completed to the satisfaction of the Torquay Sands Architectural Review Committee;

**Lot** means any lot on the Plan of Subdivision including but not limited to a Golfside Lot;

**Member** means a member of the Body Corporate who is the owner of any Lot on the Plan of Subdivision;

**Original Owner** means Golden Wood Pty Ltd, Patrick Geoffrey Handbury and Helen Patricia Handbury as the original registered proprietors of the developed land;

**Plan of Subdivision** means the Plan of Subdivision No. PS 443140M which is the subject of these Rules, including any subsequent changes of subdivision to be incorporated into this Plan of Subdivision;

**a Residence** means one permanent non-transportable private residence;

**Regulations** means the Subdivision (Body Corporate) Regulations 2001 as may be amended from time to time;

**Settlement Date** means the date of transfer of any Lot on the Plan of Subdivision by the Developer to a Member;

**Section 173 Agreement** means the agreement made pursuant to Section 173 of the *Planning and Environment Act 1987* dated 2 May 2001 between Surf Coast Shire Council and the Original Owner.

**Sub-Lot** means a lot created on an approved plan of re-subdivision of a Designated Medium Density Lot;

**Water and Environment Features** means the water and environment features that are the responsibility of the Body Corporate.

### 3. DEVELOPMENT OF A LOT

Each Member of Body Corporate must do the following on each Lot of that Member:

#### 3.1 Torquay Sands Building and Environmental Management Code

comply with the Code;

#### 3.2 Surf Coast Shire Council Policy

comply with the Surf Coast Shire Council's Surf Design and Colours Policy and the Surf Coast Shire Council's Coastal Development Policy;

#### 3.3 Construct a Residence

commence construction of a Residence on each and every Lot of the Member within 2 years of the Settlement Date for that Lot or, in the case of a Sub-Lot, within 1 year of creation of a separate title to the Sub-Lot;

#### 3.4 Complete construction of a Residence

expeditiously complete construction of a Residence on a Lot within 12 months from the commencement of its construction to the satisfaction of the Committee;

#### 3.5 Maintenance

maintain the Lot and the nature strip by cutting grass and keeping the Lot and the nature strip in a safe and tidy condition to the satisfaction of the Body Corporate after completion of the Residence on that Lot;

#### 3.6 No development other than a Residence

do not develop the Lot for any purpose other than as one Residence with a garage and any necessary outbuildings and improvements other than those Lots which are Designated Medium Density Lots;

#### 3.7 Nature of Residence

ensure that a Residence constructed on a Lot complies with the following:

##### 3.7.1 size

for a Lot greater than 450m<sup>2</sup> in total area, the minimum total floor area of a Residence must be 180m<sup>2</sup>. The total floor area of a Residence for the purposes of this clause includes the external walls but excludes garages, verandahs and other enclosed areas;

##### 3.7.2 garage

contains a garage making provision for fully enclosed and covered parking of not less than two motor vehicles, unless otherwise

agreed to in writing by the Torquay Sands Architectural Review Committee. The garage on a Lot must match or complement the Residence on that Lot in respect of materials used, the design, external appearance, colour and the quality of construction;

**3.7.3 external surfaces and materials of a residence**

all external surfaces and materials of a Residence on a Lot must be approved of in writing by the Torquay Sands Architectural Review Committee before commencement of construction of a Residence;

**3.8 No Works without Approval of Plans and Specifications**

do not commence any works on a Lot unless and until plans and specifications of such works have been submitted to and approved of in writing by the Committee. All plans submitted for approval by the Committee must be submitted in accordance with the requirements of the Committee and the Code;

**3.9 Builders' Site Refuse Guidelines**

ensure that any builder of a Residence on that Member's Lot complies with the Builders' Site Refuse Guidelines;

**3.10 Regular Inspection of Works**

allow a representative of the Committee to conduct inspections as deemed necessary of any works in progress on a Lot for the purpose of ascertaining compliance with the approved plans and specifications for such works and with any of the rules of the Code;

**3.11 Rectification of Non-Compliances**

rectify any non-compliance with the approved plans and specifications for the works in accordance with any notice in writing served on the Member by the Committee;

**3.12 Cease Construction on Demand**

cease construction of works on a Lot if required by notice in writing served by the Committee pending resolution of any dispute about a non-compliance with the approved plans and specifications for the Lot;

**3.13 Enforcement Costs**

pay all costs incurred by the Body Corporate in respect of the enforcement of these Rules or the Torquay Sands Building and Environmental Management Code, in respect of the Member's Lot; and

**3.14 No Objection**

do not object to or appeal against any form of approval being granted for medium density residential development on a Designated Medium Density Lot.

**4. RESTRICTIONS ON DEVELOPMENT OF A LOT**

Each Member of the Body Corporate must not do or allow the following to be done on any Lot of that Member:

**4.1 No Tennis Court/Exterior Lighting Without Approval**

construct any tennis courts or associated exterior lighting on a Lot without the approval in writing of the Committee;

**4.2 Restrictions on Certain Kinds of Fences**

construct any fence other than a fence approved in the Code and as follows:

4.2.1 a fence must not be altered or removed without the approval of the Committee;

4.2.2 a fence must not be allowed to fall into a state of disrepair;

4.2.3 the owner of a Lot must not claim any cost of maintenance of or repairs to the fence from the Original Owner if the Original Owner is the owner of an adjoining lot; and

4.2.4 a fence must not be repaired or renewed with any materials which are not of the same nature, quality and standard as those originally used for the construction thereof.

**4.3 Prohibition on Certain Sheds**

construct any storage or other shed on a Lot which:

4.3.1 protrudes above boundary fence height and does not match or complement a Residence on that Lot and its fences in respect of colour and materials; or

4.3.2 is not located at the rear of a Residence on that Lot nor effectively screened from public view.

**4.4 Restrictions on Types of Residences**

4.4.1 erect, cause or permit to be erected or remain on the Lot more than one Residence;

4.4.2 erect, cause or permit to be erected or remain on the Lot a Residence (excluding garages and balconies) other than of a minimum size as follows:

Block Size (m <sup>2</sup> )	Floor Area (m <sup>2</sup> ) Minimum
300-450	140
450-600	180
600-800	180
800-1000	180
>1000	180

- 4.4.3 erect, cause or permit to be erected or remain on the Lot a Residence with a maximum site coverage of 60% including garages, store rooms, balconies and verandahs but excluding open pergolas.
- 4.4.4 erect, cause or permit to be erected or remain on the Lot a Residence which has a floor level inconsistent with the building requirements of the Surf Coast Shire Council.
- 4.4.5 prior to construction of a Residence allow the Lot to be unkempt, unsightly or allow the accumulation of rubbish, site excavation or building materials to accumulate.
- 4.4.6 erect, cause or permit to be erected or remain on the Lot a front boundary fence or wall provided that in the case of any Lot having a frontage of two or more streets (called a "Corner Lot") the front boundary shall be deemed to be the street frontage to which the building erected on the Corner Lot shall face.
- 4.4.7 subject to Rule 10, subdivide the Lot or cause or permit the Lot to be subdivided.
- 4.4.8 construct any part of a Residence in such a way as to contravene the Code. Any part of a Residence constructed on a Lot must be in accordance with the Code.

## 5. RESTRICTIONS ON OCCUPATION OF A LOT

Each Member of the Body Corporate must do and ensure that the following is done in relation to the use and occupation of each Lot of that Member:

### 5.1 Construction of Driveway

complete construction of a driveway and crossover between the road and the parking area on a Lot in accordance with the Code and any requirements

of the Surf Coast Shire Council, prior to occupation of a Residence on that Lot;

## 5.2 Landscaping of a Lot

5.2.1 commence the proper landscaping of all ground areas of a Lot which are visible from the street frontage of that Lot (**visible areas**) within three months after the date of occupation of a Residence on that Lot and complete the same within six months after the date of occupation. "Proper landscaping" means that all visible areas must be cleared and grassed, planted or otherwise covered with a vegetation constituting a beautifying surface to the satisfaction of the Committee and as required by the Code;

5.2.2 use only native and predominantly indigenous vegetation in the planting and landscaping of private gardens except that vegetable gardens and non native shrubs may be planted in backyards provided that they cannot be viewed from the streetscape when measured at mature height. A list of indigenous plant species which comply with this Rule, shall be distributed to all new Lot Members and occupiers, and is attached as a Schedule to the Section 173 Agreement.

## 5.3 No Rubbish Disposal Containers Unless Screened

ensure that any rubbish disposal container on a Lot is screened from public view except on days designated for rubbish collection;

## 6. RESTRICTIONS ON SALE

Each member of the Body Corporate must not sell a Lot within two years of the Settlement Date without commencing construction of a Residence on that Lot in accordance with these Rules, unless the Body Corporate is reasonably satisfied that one of the following applies:

- 6.1 the Member is selling that Lot to a relative of the Member. The term "relative" for the purposes of this clause means a person defined in the Duties Act 2000 ;
- 6.2 the Member is forced to sell that Lot for one of the following reasons:
  - 6.2.1 the financial indebtedness of a Member or a relative of a Member;
  - 6.2.2 the death of a Member or a relative of a Member;
  - 6.2.3 a Member is no longer able to live in the State of Victoria or
- 6.3 the Member is a registered builder who is selling a house and land package before or during construction of a Residence;
- 6.4 the proceeds of sale of the Lot will be applied towards the purchase of another lot on a plan of subdivision within Torquay Sands; or

6.5 any other reason accepted by the Body Corporate;

provided always that the Member has provided a written statement to the Body Corporate or its manager fully stating the circumstances and that the Body Corporate has confirmed in writing that it is reasonably satisfied as to the contents of that statement before any sale proceeds.

## 7. AMENITY CONTROLS

Each member of the Body Corporate must not do any of the following:

### 7.1 No Breach of the Building Guidelines

breach any of the Code on a Lot or in the vicinity of a Lot;

### 7.2 Restrictions on Carparking

park or allow to be parked on a Lot or any road or any other land in the vicinity of a Lot any commercial vehicles (including but not limited to trucks, utilities, caravans, trailers, boats or any other mobile machinery) unless such commercial vehicles are housed or contained wholly within a carpark or garage on a Lot or parked in the driveway on a Lot and screened from public view;

### 7.3 No Vehicle Repairs

carry out or caused to be carried out on a Lot or on any road or any other land in the vicinity of a Lot any dismantling, assembling, repairs or restorations of commercial vehicles unless carried out at the rear of a residence on a Lot in a location which is screened from public view;

### 7.4 No Signs

erect or display any sign, boarding or advertising of any description whatsoever on a Lot (including a "For Sale" sign) unless the following applies:

- 7.4.1 a Residence has been completed on that Lot;
- 7.4.2 the consent in writing of the Developer has been obtained; or
- 7.4.3 the consent in writing of the Body Corporate has been obtained;

### 7.5 No Shared Fencing

if a Lot adjoins a public reserve, road or the Golf Course, claim any sum from the Original Owner by way of contribution to the costs of construction of a fence on the common boundary between a Lot and such public reserve, road or the Golf Course;

#### 7.6 **No Environmental Weeds or Grasses**

plant nor allow any environmental weeds or grasses as identified in the "*Environmental Weeds, Invaders of our Surf Coast*" publication, as updated from time to time, and as provided in the Section 173 Agreement, to be planted or grow on a Lot or in the vicinity of a Lot in accordance with the Environment Management Plan and all requirements of the Surf Coast Shire Council;

#### 7.7 **No Cats**

keep or allow any cats, on a Lot or in the vicinity of a Lot or within the Development;

#### 7.8 **Not Neglect Garden Maintenance**

neglect (as determined by the Body Corporate) the maintenance and care of the following:

- 7.8.1 any Residence or garage, or outbuildings constructed on a Lot; and
- 7.8.2 any open areas on a Lot which are visible to the public.

#### 7.9 **Environment Management Plan**

7.9.1 contravene any part of the Environment Management Plan including the Environment Management Plan Requirements;

7.9.2 pursuant to Clause 37.02 Schedule 2 to the Comprehensive Development zone of the Surf Coast Shire Council's Planning Scheme, contravene any obligations imposed on individual Lot Members and occupiers of the Lots, which include but are not limited to:

- prohibitions and restrictions on the keeping of domestic animals;
- prohibitions on the planting of environmental weeds;
- expectations about the planting of indigenous vegetation; and
- the use of best environmental management practices during the construction process.

### 8. **ONGOING MANAGEMENT AND IMPLEMENTATION PLAN**

The Developer may, to the satisfaction of the Surf Coast Shire Council, develop and implement a management plan (**Ongoing Management Plan**) imposing maintenance obligations on all individual Members and the Body Corporate, which shall include but not be limited to:

- 8.1 procedures and mechanisms establishing responsibility for and funding of monitoring and maintenance of the Environmental Management Plan to ensure protection of the natural environment following completion of the Development (**the Monitoring Procedures**); and
- 8.2 addresses the management, maintenance and monitoring of areas which are not to be transferred to the Surf Coast Shire Council upon the registration of the several plans of subdivision of the land (**Ongoing Environmental Controls**). The Ongoing Management Plan will include provision for the continuing management, maintenance and monitoring of any environmental controls in the Environmental Management Plan related to the Golf Course, Golf Club house and the main lakes and waterways and drainage system.
- 8.3 Each Member must observe the Monitoring Procedures and the Ongoing Environmental Controls referred to in Rules 8.1 and 8.2.

## 9. GOLFSIDE LOTS

Each Member must not do the following in respect of a Lot:

### 9.1 No Claim for Loss or Damage

take any action or make any claim against the Original Owner or Developer as owner of the Golf Course or otherwise or any subsequent owner or manager of the Golf Course or the Body Corporate for any loss or damage suffered by a Member arising from the following:

- 9.1.1 the position of a Lot in relation to the Golf Course;
- 9.1.2 any inconvenience, danger or potential hazard in occupying a Lot arising from:
  - 9.1.2.1 an errant golf ball being hit on to a Lot;
  - 9.1.2.2 the need for maintenance works to be carried out by machinery operating on the Golf Course, whether during or outside normal hours of operation of the Golf Course;
  - 9.1.2.3 the staging of tournaments and corporate golf days;
  - 9.1.2.4 any other matter relating to the proximity of the Golf Course to a Lot.

## 10. DESIGNATED MEDIUM DENSITY LOTS

Notwithstanding of provision of the Code to the contrary, the Member of a Designated Medium Density Lot can subdivide the Designated Medium Density Lot provided that the Member first of all does the following:

- 10.1 submits plans and specifications for the re-subdivision and development of the Designated Medium Density Lot to the Committee for approval;

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- 10.2 ensures such plans and specifications do not include a plan of re-subdivision of the Designated Medium Density Lot which creates more than the approved number of new lots; and
- 10.3 otherwise complies with the Code (except for such exemptions as the Committee may grant) for each Sub-Lot and such other requirements as the Committee may reasonably impose in respect of each Sub-Lot.

**11. BODY CORPORATE - PROVISION OF SERVICES AND LEVIES**

Each Member of the Body Corporate agrees that:

- 11.1 the Body Corporate will provide the following services:
  - 11.1.1 if required by the relevant authorities (or agreed to by the Body Corporate with the relevant authorities), the maintenance, repair and improvement of the Lake at the cost of the Body Corporate;
  - 11.1.2 the construction, repair and maintenance of such landscaping within the Plan of Subdivision as the Body Corporate is responsible for;
  - 11.1.3 any other service or facility provided by the Body Corporate for the benefit of Members which is consistent with the stated objectives of these Rules; and
  - 11.1.4 construct, repair and maintain any private roads on common property;
- 11.2 the provision of such services by the Body Corporate will be paid for by all Members. The fees for any works referred to in Rule 11.1.4 shall be paid by members into a sinking fund;
- 11.3 in the event that the Member fails to comply with Rule 3.3, the Members agree that:
  - 11.3.1 the Member shall pay the body corporate fees at the Improved Lot Rate; and
  - 11.3.2 the Member shall pay an additional body corporate charge of \$500.00 for each and every month that the Member is in breach of Rule 3.3;
- 11.4 in the event that the Member fails to comply with Rule 7.4, the Members agree that:
  - 11.4.1 the Body Corporate, its employees, contractors or agents are entitled to enter upon the Lot and remove any sign, boarding or advertising of any description that is erected or displayed on the Lot; and

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- 11.4.2 the Body Corporate is entitled to recover the entire costs of removing the sign, boarding or advertising from the Member who owns the Lot;
- 11.5 in the event that the Member fails to comply with the Builders' Site Refuse Guidelines and any notice served upon the Member by Body Corporate in accordance with these Rules, the Members agree that:
  - 11.5.1 the Body Corporate is entitled to enter upon the Lot and clean up the Lot in accordance with the Builders Site Refuse Guidelines; and
  - 11.5.2 the Body Corporate is entitled to recover the entire costs of cleaning up of the Lot from the Member who owns the Lot on the basis that such costs are a body corporate charge for which the Member solely benefits and is solely responsible for the payment of; and
- 11.6 the Original Owner shall not be liable for payment of any body corporate charges in respect of any Lots on the Plan of Subdivision, nor shall any Lots owned by the Original Owner be levied with such body corporate charges for the period of the Original Owner's ownership of the Lot. This is on the basis that any Lot in the ownership of the Original Owner is undeveloped and does not benefit from any services provided by the Body Corporate for so long as the Lot remains in the ownership of the Original Owner.

## 12. MEMBERS' CONSULTATIVE COMMITTEE

- 12.1 Subject to 12.4, the Developer may appoint a committee of Members (**the Members' Consultative Committee**) comprising of three Members with whom the Developer must consult in respect of issues arising from time to time out of the Code, including the enforcement of the Code and any proposed changes to the Code.
- 12.2 Each Member of the Members' Consultative Committee is appointed for a 12 month period or such lesser period as the Developer determines and is eligible for reappointment.
- 12.3 Subject to 12.4, if a Member of the Members' Consultative Committee ceases to be a committee member, the Developer is entitled to appoint successors from time to time.
- 12.4 The Members' Consultative Committee will cease to exist when the Original Owner is no longer registered and no longer entitled to be registered as proprietor of one or more of the Lots on the Plan of Subdivision or any land in the development known as Torquay Sands.

## 13. DISPUTE RESOLUTION

In the event of a dispute about compliance by a Member with the Code, the decision of the Committee is final and binding upon the Members. No member has a right to

appeal against, may seek a review of or otherwise challenge a decision of the Committee.

#### 14. NON-COMPLIANCE

14.1 If a Member has not complied with these Rules within 14 days after service of a notice by the Body Corporate specifying any non-compliance, the Member agrees that :

14.1.1 the Member must allow the Body Corporate, its employees, contractors, or agents to enter the Lot and rectify the non-compliance;

14.1.2 the Member must pay to the Body Corporate any charges levied against the Member in respect of the cost of the works performed as a result of non-compliance which (until paid) are and shall be a charge on the Lot;

14.1.3 the Member must accept a certificate signed by the Secretary of the Body Corporate as prima facie proof of the costs and expenses incurred by the Body Corporate to rectify the Member's non-compliance with these Rules;

14.1.4 the Member must pay interest at the rate of 2% below the rate prescribed under the *Penalty Interests Rates Act* 1983 on outstanding fees and charges set under Regulations 202(1)(a) or (b) of the Regulations until they are paid;

14.1.5 any payments made for the purposes of these Rules shall be appropriated first in payment of any interest and any unpaid costs and expenses of the Body Corporate and then be applied in repayment of the principal sum; and

14.1.6 any costs incurred by the Body Corporate relating to the non-compliance of the Member are costs incurred in the performance of a service to that Member to the extent permitted by the Regulations.

14.2 If a Member has not complied with these Rules within 14 days after service of a notice from the Body Corporate pursuant to the preceding clause, the Body Corporate may take action in a Court of competent jurisdiction to compel the Member to comply with these Rules.

#### 15. GRANT OF PROXY AND ATTORNEY

Each Member of the Body Corporate must (if the Member has not already done so or if called upon by the Developer to do so) immediately do the following:

15.1 grant to the Company Secretary for the time being of the Developer or such other named person as is nominated by the Developer from time to time a proxy to vote at meetings of the Body Corporate exercisable from the Settlement Date in the form prescribed by the Regulations;

- 15.2 grant to the Company Secretary for the time being of the Developer or such other named person as is nominated by the Developer from time to time (**Attorney**) an irrevocable, sole and enduring attorney exercisable from the Settlement Date until the Original Owner is no longer registered and is no longer entitled to be registered as proprietor of one or more of the Lots on the Plan of Subdivision or any land in the Development on terms that:
- 15.2.1 the Member irrevocably appoints the Attorney as his sole and enduring attorney with power to do all matters or things of every kind and nature which the Member could do as a member of the Body Corporate (**Power of Attorney**);
  - 15.2.2 the Member ratifies and agrees to ratify everything done or caused to be done by the Attorney under the Power of Attorney;
  - 15.2.3 the Member indemnifies each Attorney on demand against each claim, action, proceeding, judgement, damage, loss, expense or liability incurred or suffered by or brought or made or recovered against the Attorney in connection with the exercise of any of the powers and authorities conferred by the Power of Attorney; and
  - 15.2.4 the Member agrees and acknowledges that the Attorney may do all matters or things necessary to appoint the Attorney or any other named person as may be nominated by the Attorney as the proxy of the Member to vote at meetings of the Body Corporate if:
    - 15.2.4.1 the Member has failed to properly appoint the Attorney as its proxy on the Settlement Date and each anniversary of the Settlement Date; or
    - 15.2.4.2 the proxy has expired by operation of the Regulations or by any other means.
- 15.3 so long as the Original Owner is registered or entitled to be registered as proprietor of one or more Lot or any land in the Development, a Member must not without the written consent of the Developer:
- 15.3.1 amend or cast any vote in favour of amending the rules of the Body Corporate;
  - 15.3.2 exercise any of the rights, powers and privileges granted or accruing to the Member as a Member of the Body Corporate in any way prejudicial to the interests of the Original Owner or the Developer;
- 15.4 the Member indemnifies its Attorney on demand against any claim, action, proceeding, judgement, damage, loss, expense or liability incurred or suffered by or brought or made or recovered against the Attorney in connection with the exercise of any of the powers or authorities confirmed by the proxy or attorney granted in accordance with these Rules;

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- 15.5 a Member and the Developer must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by these Rules; and
- 15.6 the Member must ensure that any agreement to transfer a Lot or any interest in a Lot must provide for the transferee to grant a proxy and an attorney to the Developer on the same terms on which the Member acquired the Lot or if no such relevant terms exist then on substantially the same terms as in this Rule 15 with whatsoever amendments made as are necessary to ensure that the intention of this Rule 15 is satisfied.

**SCHEDULE 1**  
**BUILDERS' SITE REFUSE GUIDELINES**

1. All Members have an obligation to keep the whole of the Development tidy.
2. The Body Corporate at its option may provide an appropriate litter refuse system which must be adhered to by all Members and their builders.
3. The litter refuse system must adhere to good practice for the recycling of refuse materials and be co-ordinated with the refuse disposal arrangements adopted from time to time by Surf Coast Shire Council.
4. It is a Member's responsibility during the construction phase of a Residence on a Lot to inform the builder of the contents of these Builders' Site Refuse Guidelines.
5. All building materials and fittings must be stored within the property boundaries of a Lot at all material times and no building materials are permitted to be stored on the nature strip of a Lot.
6. Members must provide a lockable 2 metre square bin on a Lot for the storage of all site refuse generated by that Lot and keep all such site refuse within such bin.
7. The Torquay Sands Architectural Review Committee will impose a non-littering requirement as a standard clause of any approval granted by the Torquay Sands Architectural Review Committee in respect of building works. The builder will be required to be diligent in the control of all site litter and to protect adjoining lots and verges from use by on site construction workers and sub-contractors of the Lot.
8. The Member must ensure that a sign is erected on the Lot during the construction phase of the Residence specifying the builder's obligations in relation to these Builders' Site Refuse Guidelines.
9. A Member and its builder must comply with any litter notice issued by or on behalf of the Body Corporate specifying breaches of the Builders' Site Refuse Guidelines and rectify such breaches, failing which a Member and its builder will be exposed to prosecution by Surf Coast Shire Council under the *Litter Control Act*.

**SCHEDULE 2**

**DRAFT TORQUAY SANDS BUILDING AND ENVIRONMENTAL  
MANAGEMENT CODE**

**SCHEDULE 3**

**ENVIRONMENTAL MANAGEMENT PLAN REQUIREMENTS**

1. Members are prohibited from cultivating any plant species identified as a weed by the Body Corporate and each Member must ensure that all such weeds are removed from that Member's Lot immediately upon that Member becoming aware that plant species on the Lot are prohibited weeds.
2. Members must ensure that dogs owned by a Member or a Member's invitee in the Development are confined at all times to the Member's Lot unless being walked on a leash.