

ADDITIONAL RULES

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

1. INTERPRETATION

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

- 1.1 ensuring compliance with the Sands Torquay 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 the Sands Torquay;
- 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;

Body Corporate Assets means any assets on public or Common Property

Bond means the amount of \$1,500 (exclusive of GST) or such other amount nominated from time to time by the Body Corporate for the purposes of asset protection.

Builders' Site Guidelines means the guidelines for the control of building sites and the disposal of building refuse on all Lots as amended from time to time by the Body Corporate. It is the Member's obligation to ensure the Member's builder signs a deed agreeing to follow such guidelines pursuant to Rule 3.9;

Code means the Sands Torquay Building and Environmental Management Code for the design, development and use controls for all Lots on the Plan of Subdivision as amended from time to time by the Sands Torquay Architectural Review Committee;

Commence Construction means that all the following events have occurred:

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- (a) survey pegs have been put in place; and
- (b) main water has been connected; and
- (c) the owner has complied with the Builders Site Guidelines;

Committee means the Sands Torquay Architectural Review Committee being a special Committee of Council established under Section 86 of the Local Government Act 1989 and comprising one representative of the Developer, two representatives 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 (**MHY**) as the developer representing the Original Owner, and MHY's successors or assignees;

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

Environmental Management Plan means the Flora and Fauna Assessment and Environmental Management Plan for Sands Torquay Residential Lakes and Golf Course Development Torquay dated 26 July 2001 prepared by Ecology Australia Pty Ltd for the Developer and approved by the Surf Coast Shire Council. The Environmental Management Plan places obligations on the Developer, the Golf Course Manager, all individual Members and the Body Corporate;

General Site Safety Regulations means the safety directions prescribed from time to time by the site manager in charge of the Golf Course or Estate construction works;

Golf Course means The Sands Torquay 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;

Lakes means the lakes area that currently exists or will come into existence in the future as depicted on Plan of Subdivision 443140M including the shores of the lakes area;

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;

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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; and

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 **The Sands Torquay 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 Coast 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 before and after completion of the Residence on that Lot;

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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 450m² in total area, the minimum total floor area of a Residence must be 180m². 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 Sands Torquay 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 Sands Torquay Architectural Review Committee before commencement of construction of a Residence;

3.8 No Works without Approval of Plans and Specifications and payment of Bond

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 and payment of the Bond amount is received and receipted by the Body Corporate. All plans submitted for approval by the Committee must be submitted in accordance with the requirements of the Committee and the Code. The Member shall have the Bond amount refunded upon production of the Certificate of Occupancy and upon final inspection by the Committee that the Residence complies with the plans approved by the Committee and that there has been no damage to the Body Corporate Assets on or in the vicinity of the Members Lot ;

3.9 Builders' Site Guidelines

ensure that the Member and any builder of a Residence on that Member's Lot complies with the Builders' Site Guidelines during any period of construction on the Member's Lot as follows:

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- 3.9.1 the Member must comply with the Builders' Site Guidelines
- 3.9.2 the Member must at its own cost affix and keep in good condition a sign on the Lot in accordance with the Body Corporate's directions which sign must clearly display the latest version of the Builders' Site Guidelines;
- 3.9.3 the Member must ensure that the Member's builder executes a deed, by which deed the builder covenants to comply with the Builders' Site Guidelines; and
- 3.9.4 the Member must deliver a signed copy of the deed referred to in Rule 3.9.3 to the Body Corporate prior to commencing construction works on the Member's Lot;

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 these Rules or 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 Sands Torquay 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:

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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 ²)	Floor Area (m ²) Minimum
300-450	140
450-600	180
600-800	180
800-1000	180

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>1000	180
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- 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; or
- 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 Body Corporate and 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; and

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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; and

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; or
 - 6.2.3 a Member is no longer able to live in the State of Victoria;
- 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 The Sands Torquay; or
- 6.5 any other reason accepted by the Body Corporate,

provided always that the Member has provided a written statement (in the form of a statutory declaration) 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, and must ensure that the occupier of a member's lot does 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;

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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 and;

7.4.2 the consent in writing of the Developer has been obtained; and

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 Dogs on a Leash

allow any dogs be unleashed or unrestrained outside the Member's Lot;

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7.9 **Not Neglect Garden Maintenance**

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

7.9.1 any Residence or garage, or outbuildings constructed on a Lot; and

7.9.2 any open areas on a Lot which are visible to the public; or

7.10 **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.

7.11 **Environment Management Plan**

contravene any part of the Environmental Management Plan including any obligations imposed on Members and occupiers of the Lots by the Environment Management Plan and the Section 173 Agreement which include but are not limited to:

7.11.1 prohibitions on the planting or propagating of any weed, potential weed or environmental weed species;

7.11.2 expectations about the planting of indigenous vegetation;

7.11.3 prohibitions and restrictions on the keeping of domestic animals including restrictions on having access to and straying in environmentally sensitive habitats including the Saltmarsh and the Moonah Coast Wirilda Shrubland Reserves; and

7.11.4 the use of best environmental management practices during and after the construction of any buildings and works to minimise dust and sedimentation runoff, to contain all hard rubbish and to prevent runoff into the stormwater drainage system of any hazardous substances including domestic chemicals and detergents.

8. **ONGOING MANAGEMENT AND IMPLEMENTATION PLAN**

The Developer will, 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

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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;
- 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

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- 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 the Body Corporate can charge interest on money owed by a member to the Body Corporate after the due date for fees or charges, at a rate that is 2% less than the rate at the time being fixed under Section 2 of the *Penalty Interest Rates Act 1983*;
- 11.4 in the event that the Member fails to comply with Rule 3.3, the Members agree that:
- 11.4.1 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;
- 11.5 in the event that the Member fails to comply with Rule 7.4:
- 11.5.1 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
 - 11.5.2 the Body Corporate is entitled to recover the entire costs of removing the sign, boarding or advertising from the Member who owns the Lot;

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- 11.6 in the event that the Member fails to comply with the Builders' Site Guidelines and any notice served upon the Member by Body Corporate in accordance with these Rules:
- 11.6.1 the Body Corporate is entitled to enter upon the Lot and clean up the Lot in accordance with the Builders Site Guidelines; and
 - 11.6.2 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
- 11.7 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 Rule 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 Rule 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 The Sands Torquay.

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.

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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 an additional charge of \$200.00 for each and every month that the Member has not complied with the notice;
 - 14.1.3 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;
 - 14.1.4 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;
 - 14.1.5 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

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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;
- 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

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- 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.

16. Use and Maintenance of the Lakes

- 16.1 The Body Corporate must use its best endeavours to maintain all the Lakes to a standard of a first class golf course and ensure that the quality of the water is to a level that is suitable for garden watering purposes.
- 16.2 The Body Corporate will grant the Golf Course operator (or its agent or nominee) a license for 99 years that allows the Golf Course operator (or its agent or nominee) to extract and use water from the Lakes to maintain the Golf Course.
- 16.3 The Body Corporate will allow the Golf Course operator (or its agent or nominee) to erect any equipment on the Lakes that is necessary to give effect to the license granted under Rule 16.2
- 16.4 The Body Corporate will not do anything to interrupt the flow of water to the Golf Course operator.
- 16.5 All Members and their guests must not:
 - 16.5.1 Pump or extract water for any reason whatsoever from the lakes without the prior written consent of the Body Corporate.



31 January 2006

Land Registry
Titles Office Victoria
PO Box 500
East Melbourne, Victoria 3002

To the Registrar,

Re:
Application for Lodging Additional Rules for
Body Corporate No.1 Plan of Subdivision 443140M

Please find enclosed:

1. Lodgement fee cheque for \$51.20;
2. Executed Form 2 from the Body Corporate;
3. Minutes of the Annual General Meeting noting the special resolution to adopt the additional rules; and
4. Copy of the additional rules of the body corporate.

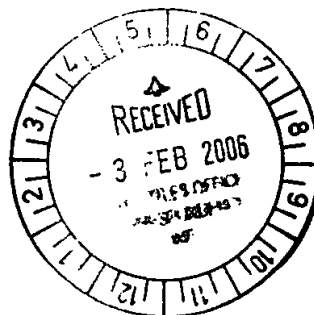
If you require any clarification I can be contacted on (03) 9394-9420 or mdarby@pgalinks.com.au. I look forward to your confirmation to the following address:

The Sands Torquay Body Corporate
C/o Michael Darby
Greg Norman Drive,
Sanctuary Lakes Vic 3030

Regards,

A handwritten signature in black ink, appearing to read "Michael Darby".

Michael Darby
PGA Links Management Pty Ltd



MD

PGA Links Management Pty. Ltd. ACN No: 099 690 301
Greg Norman Drive, Sanctuary Lakes Vic 3030
Phone (61 3) 9394-9420 Facsimile (61 3) 9395-2988
Email: mdarby@pgalinks.com.au