

CORPORATIONS LAW

COMPANY LIMITED BY GUARANTEE
NOT HAVING A SHARE CAPITAL

CONSTITUTION

OF

SANCTUARY LAKES RESORT SERVICES LIMITED
ACN 092 610 449

CONSTITUTION
TABLE OF CONTENTS

Contents

1. DEFINITIONS AND INTERPRETATION.....	4
1.1. DEFINITIONS.....	4
1.2. INTERPRETATION.....	6
1.2.1.PERSONS.....	6
1.2.2.LEGISLATION.....	6
1.2.3.THIS DOCUMENT, CLAUSES AND HEADINGS.....	6
1.2.4.BUSINESS DAY.....	6
1.2.5.NUMBER AND GENDER.....	6
2. NAME OF THE COMPANY.....	6
3. OBJECTS.....	7
4. APPLICATION OF INCOME.....	7
5. LIABILITY OF MEMBERS.....	7
6. MEMBERSHIP.....	8
7. MEMBERSHIP ELIGIBILITY.....	8
8. APPLICATION FOR MEMBERSHIP.....	8
9. ADMISSION OF MEMBERS.....	8
10. MEMBERS REGISTER.....	8
11. ANNUAL MEMBERSHIP FEE.....	8
12. CESSATION OF MEMBERSHIP.....	9
13. EXPULSION OF MEMBER.....	9
14. GENERAL MEETING.....	9
15. CONVENING A GENERAL MEETING.....	10
16. NOTICE OF GENERAL MEETING.....	10
17. PROCEDURAL IRREGULARITIES.....	10
18. PROCEEDINGS AT MEETINGS.....	10
19. VOTES OF MEMBERS.....	12
20. APPOINTMENT OF PROXY.....	12
21. FORM OF PROXY.....	13
22. ATTORNEYS.....	14
23. VOTING OF ATTORNEY OR PROXY.....	14
24. THE BOARD (INCLUDING OFFICE BEARERS).....	14
25. ELECTION AND APPOINTMENT OF THE BOARD.....	15
25.1. RETIREMENT AND ROTATION.....	15
25.2. NOMINATION FOR ELECTION.....	15
25.3. NOMINATION PROCEDURE.....	16
25.4. CONDUCT OF ELECTIONS.....	16
25.5. CASUAL VACANCY.....	17
26. REMOVAL OF DIRECTORS.....	17
27. LOSS OF DIRECTORS OFFICE.....	17
28. SECRETARY & TREASURER.....	18
29. MANAGER OF THE COMPANY.....	18
30. PROCEEDINGS OF THE BOARD.....	18

31. DIRECTORS' EXTERNAL INTERESTS.....	19
32. MINUTES OF MEETING.....	19
33. DELEGATION OF POWERS	19
34. DEFECTS IN APPOINTMENT	19
35. CIRCULAR RESOLUTION	20
36. ACCOUNTS.....	20
37. AUDIT	20
38. NOTICES	20
39. INDEMNITY	20
40. CHEQUES, BILLS ETC.....	21
41. AMENDMENT OR VARIATION.....	21
42. CONTRIBUTION ON WINDING-UP	21
43. DISTRIBUTION OF PROPERTY ON WINDING UP	21
44. PUBLIC LIABILITY INSURANCE	22

A company limited by guarantee not having a share capital

CONSTITUTION

of

**SANCTUARY LAKES RESORT SERVICES LIMITED
ACN 092 610 449**

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Constitution:

"Annual Meeting" means the annual general meeting of Members;

"Auditor" means the auditor of the Company appointed by the Board or otherwise;

"Board" means the Board of Directors of the Company;

"Business Day" means Monday to Friday excluding public holidays in Victoria;

"By-Laws" and **"Rules"** mean by-laws and rules made under this Constitution;

"Common Property" means, in relation to each Owners Corporation, the common areas or property detailed on the respective registered plans of subdivision;

"Company" means the Sanctuary Lakes Resort Services Limited;

"Constitution" means this Constitution;

"Directors" means the members individually or collectively of the Board;

"Executive Committee" means the executive committee referred to in clause 24.1;

"Extraordinary Meeting" means a General Meeting other than an Annual Meeting;

"Financial Year" means the financial year of the Company, being the period ending 30 June in each year;

"General Meeting" means any general meeting of the Company, being either an Annual Meeting or an Extraordinary Meeting;

"Initial Members" means the members of the Company at the time of incorporation of the Company, as set out in this Constitution;

"Law" means the Corporations Law and any statutory modification or substitution of the Law;

"Manager" means the manager of the Company appointed by the Board pursuant to clause 29;

"Member" means a person admitted to membership of the Company in accordance with this Constitution, and includes Initial Members;

"Month" means calendar month;

"New Owners Corporation" means an owners corporation that is constituted after the date of incorporation of the Company;

"Occupier" means any owner, lessee, visitor or occupier of a lot in the Sanctuary Lakes Resort Development;

"Office" means the registered office of the Company;

"Officer" means an officer as defined in section 241(4) of the Law;

"Owners Corporation" means any owners corporation in respect of the Sanctuary Lakes Resort Development, constituted upon the registration of a plan of subdivision under the Subdivision Act, recognising that until 31 December 2007 all owners corporations in Victoria were known as bodies corporate;

"Owners Corporation Operations" means all operating services or functions of each owners corporation in relation to the Common Property including but not limited to the maintenance and operation of the Recreation Club and the maintenance of any public or common areas;

"Recreation Club" means the club established for recreation purposes for use by eligible Occupiers in the Sanctuary Lakes Resort Development;

"Register" means the register of Members kept in accordance with the Law;

"Registered Address" means the address of a Member shown in the register of Members of the Company;

"Sanctuary Lakes" means Sanctuary Lakes Pty Ltd ACN 074 241 115 of C/- Clarke Bentleys MRI, Level 14, 114 William Street, Melbourne, Victoria;

"Sanctuary Lakes Resort Development" means the residential resort style development constructed by Sanctuary Lakes or its associate companies at Point Cook, Victoria;

"Secretary" means any person or persons elected or appointed by the Directors to perform the duties of secretary; and

"Subdivision Act" means the Subdivision Act 1988

1.2. Interpretation

1.2.1. Persons

In this Constitution, a reference to a person includes a firm, partnership, joint venture, association, corporation or other corporate body.

1.2.2. Legislation

In this Constitution, a reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them

1.2.3. This Document, Clauses and Headings

In this Constitution:

- 1.2.3.1 a reference to this or any other document includes the document as varied or replaced regardless of any change in the identity of the parties;
- 1.2.3.2 a reference to a clause, schedule or appendix is a reference to a clause, schedule or appendix in or to this Constitution;
- 1.2.3.3 a reference to writing includes all modes of representing or reproducing words in a legible, permanent and visible form; and
- 1.2.3.4 headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this Constitution.

1.2.4. Business Day

If a payment or other act is required by this Constitution to be made or done on a day which is not a Business Day, the payment or act must be made or done on the next following Business Day.

1.2.5. Number and Gender

In this Constitution, a reference to:

- 1.2.5.1 the singular includes the plural and vice versa; and
- 1.2.5.2 a gender includes the other genders.

2. NAME OF THE COMPANY

The name of the company will be Sanctuary Lakes Resort Services Limited,

3. OBJECTS

The objects for which the Company has been established are all or any of the following.

- 3.1 To enforce, for and on behalf of each Member, the respective body corporate rules of that Member.
- 3.2 To undertake all management and administration functions for and on behalf of each Member, including without limitation the collection of all body corporate fees due and payable to each Member.
- 3.3 To provide the Owners Corporation Operations for which each Member, as an Owners Corporation, would otherwise be responsible, in a manner beneficial to the Sanctuary Lakes Resort Development and in accordance with any applicable legislation, rules and standards agreed upon by the Company and the Members.
- 3.4 To do all other things and exercise all powers, rights and privileges as a natural person may do or exercise, for the purpose of furthering the above objects.

4. APPLICATION OF INCOME

- 4.1 All of the income and property of the Company must be applied solely towards the promotion of the objects of the Company as set out in this Constitution and no portion of it may be paid or transferred, directly or indirectly by way of dividend bonus or otherwise to the Members.
- 4.2 However, the Company may make payments in good faith of remuneration to any Member, officer or employee of the Company in return for any services rendered to the Company or for goods supplied in the ordinary and usual course of business.
- 4.3 The Company must not make any payment to a Director for services rendered by that Director to the Company unless the provision of those services has the prior approval of the Board, the amount payable is approved by a resolution of the Board and is on reasonable commercial terms.
- 4.4 The Company must not make any payment to a Director in his or her capacity as an employee of the Company, in return for any services rendered by that employee to the Company, unless the terms of his or her employment have first been approved by a resolution of the Board.
- 4.5 The Company may make payment of interest on money borrowed from any Member and make payment in respect of reasonable and proper rent for premises let by a Member to the Company.

5. LIABILITY OF MEMBERS

The liability of Members is limited to the extent of their contributions under Clause 42.

6. MEMBERSHIP

6.1 The following persons are members of the Company:

6.1.1 the Initial Members;

6.1.2 any New Owners Corporation, on and from the date of incorporation of that entity; and

6.1.3 any person the Board admits to membership in accordance with this Constitution.

6.2 Each Member must, where that Member is not a natural person, nominate a representative acceptable to the Company to act for and on behalf of that Member in respect of anything done or required to be done by the Member under this Constitution.

7. MEMBERSHIP ELIGIBILITY

Only the following persons (other than the Initial Members) will be eligible to be Members:

7.1 the Directors of the initial Board;

7.2 each Owners Corporation; and

7.3 any person that the Board considers would benefit the Company by becoming a Member.

8. APPLICATION FOR MEMBERSHIP

Applications for membership must be made in the form the Board prescribes, unless the Board otherwise determines.

9. ADMISSION OF MEMBERS

Applications for membership will be considered by the Board. The Board may, in its absolute discretion, accept or reject the application. The Board is not required to give any reason for the rejection of an application.

10. MEMBERS REGISTER

The Secretary must send to the successful applicant for membership written notice of the acceptance of the Member's application, and must promptly enter the new Member's name in the Register.

11. ANNUAL MEMBERSHIP FEE

Until the Company otherwise determines, the annual membership fee payable by each Member to the Company will be an amount equivalent to the aggregate owners corporation fees due and payable to that Member in each particular Financial Year (or a pro-rata thereof if Membership is for less than one full Financial Year), from owners of land in the Sanctuary Lakes Resort Development who are required to pay owners corporation fees to that Member.

12. CESSATION OF MEMBERSHIP

- 12.1 A Member may resign that Member's membership of the Company by giving written notice to the Secretary. In the case of those Members that are natural persons such resignation takes effect on the date of receipt of such notice, or any later date specified in the notice. In the case of those Members that are not natural persons, such resignation takes effect on the date that is 36 months from the date of the notice unless a later date is specified in the notice.
- 12.2 A Member who is an individual ceases to be a Member:
 - 12.2.1 on the death of that Member; or
 - 12.2.2 if the Member is expelled from Membership pursuant to Clause 13.
- 12.3 The Secretary must, upon any Member ceasing to be a Member, immediately remove that Member's name from the Register.
- 12.4 Any Member who ceases to be a Member under this clause 12, still remains liable to pay to the Company any monies owing by that Member at the time Membership ceases.

13. EXPULSION OF MEMBER

- 13.1 If any Member wilfully refuses or neglects to comply with the provisions of the Constitution or is guilty of any conduct which in the opinion of the Board is unbecoming of a Member or prejudicial to the interests of the Company, the Board may resolve to expel the Member from the Company.
- 13.2 The Board must serve on the Member a notice of the meeting at which a resolution is proposed to expel a Member at least 7 days before the meeting. The notice must contain details of the allegations against the Member and of the intended resolution. The Member must have an opportunity of giving orally or in writing an explanation or defence at the meeting.
- 13.3 If the resolution proposed is passed at the Board meeting, the Member will cease to be a Member at the closure of the meeting.

14. GENERAL MEETING

- 14.1 The Company must hold its first Annual Meeting within 18 months of its incorporation (but no more than five months after the end of its first financial year). Afterwards an Annual Meeting will be held at least once in every year and within a period of five months after the end of its financial year.
- 14.2 The Company may hold an Extraordinary Meeting for the purpose of transacting any business not required, pursuant to the Law, to be transacted at the Annual Meeting.

15. CONVENING A GENERAL MEETING

A General Meeting of the Company may only be convened by the Board (or by the Members in accordance with the Law) when and at the times and places it thinks fit and will be convened at the times and in the manner prescribed by this Constitution and the Law.

16. NOTICE OF GENERAL MEETING

- 16.1 The Secretary must give not less than 21 days notice of any General Meeting.
- 16.2 The notice referred to in the preceding clause must detail the following information:
 - 16.2.1 the place, date and time for the meeting (and if the meeting is to be held in two or more places, the technology that will be used to facilitate this);
 - 16.2.2 the general nature of the meeting's business;
 - 16.2.3 details of any special resolutions to be proposed at the meeting; and
 - 16.2.4 that Members are entitled to appoint a proxy, who must be a Member
- 16.3 With the consent of all the Members entitled to receive notice of any particular meeting, the meeting may be convened by shorter notice and in any manner those Members think fit provided that such action complies with the Law.

17. PROCEDURAL IRREGULARITIES

The non-receipt of a notice by or the accidental omission to give a notice to any of the Members of any General Meeting will not invalidate any resolution passed at that meeting.

18. PROCEEDINGS AT MEETINGS

- 18.1 The business of an Annual Meeting must include:
 - 18.1.1 the adoption and confirmation of the minutes of the previous Annual Meeting;
 - 18.1.2 the receipt and consideration of the audited balance sheet, the income and expenditure account for the Financial Year ending immediately prior to the Annual Meeting;
 - 18.1.3 the reports of the Board and the Auditor;
 - 18.1.4 the election of an Auditor and the approval of the remuneration of the Auditor;
 - 18.1.5 the election of any Directors to replace those who are due to retire at that Annual Meeting;
 - 18.1.6 any other business which, under the Law or this Constitution, ought to be transacted at any annual general meeting; and
 - 18.1.7 any business which is brought under consideration by any reports of the Board issued with the notice convening the meeting.

All other business transacted at an Annual Meeting will be deemed special.

- 18.2 The quorum for a General Meeting will be five Members present in person or by proxy or attorney. No business will be transacted at any meeting except the election of the chair and the adjournment of the meeting, unless the quorum is present.
- 18.3
 - 18.3.1 The chair of the Board will be entitled to take the chair at every General Meeting.
 - 18.3.2 If there is no chair of the Board or if at any meeting the chair is not present at the time appointed for holding the meeting, or if the chair is present but is unwilling to act as chair of the meeting, then the vice-chair will be entitled to take the chair.
 - 18.3.3 If there is no vice-chair, or if at any meeting the vice-chair is not present at the time for holding the meeting, or if present is unwilling to act as chair of the meeting, then the persons present and entitled to vote may choose another Director as chair.
 - 18.3.4 If no Director is present, or if all Directors present decline to take the chair, then those persons present will choose one of their number to be chair of that meeting.
- 18.4 If a quorum is not present within 15 minutes from the scheduled time appointed for a meeting, the meeting will be adjourned to the following week. If, at that adjourned meeting, a quorum is not present within 15 minutes from the time appointed for holding the meeting, the meeting will be dissolved.
- 18.5 The chair of a General Meeting may, with the consent of the Members, adjourn the meeting to another time or place (or both) but no business will be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 18.6 Every item of business submitted to a General Meeting will be decided in the first instance by a show of hands of the Members personally present and entitled to vote. If there is an equality of votes, the chair will have a casting vote in addition to any deliberative vote.
- 18.7 A declaration by the chair that a resolution has been passed or lost (having regard to the majority required) and an entry to that effect in the books of the Company, signed by the chair of that or the next succeeding meeting, will be conclusive evidence that the resolution has been passed or lost without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 18.8
 - 18.8.1 The chair or any Member present personally, by proxy or attorney may demand a poll before or on the declaration of the result of a show of hands.
 - 18.8.2 The poll will be taken in the manner and at the time and place as the chair of the meeting directs, and either at once or after an interval or adjournment or otherwise.

- 18.8.3 The result of the poll will be deemed to be the resolution of the meeting at which the poll was demanded.
- 18.8.4 The demand for a poll may be withdrawn.
- 18.8.5 If there is a dispute as to the admission or rejection of a vote, the chair will finally determine that dispute.
- 18.8.6 At a poll, the chair shall, in the case of an equality of votes, have a casting vote in addition to any deliberative vote.
- 18.9 The demand for a poll will not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded. A poll may not be demanded on the election of a chair of a meeting. A poll demanded on any question of adjournment will be taken at the meeting and without adjournment.
- 18.10 If any General Meeting is adjourned for more than 21 days, a notice of that adjournment will be given to all the Members in the same manner as notice was or ought to have been given of the original meeting.
- 18.11 The Auditor is entitled:
 - 18.11.1 to attend any General Meeting of the Company;
 - 18.11.2 to receive all notices of and other communications relating to any General Meeting which a Member is entitled to receive; and
 - 18.11.3 to be heard at any General Meeting which the Auditor attends on any part of the business of the meeting which concerns the Auditor in that capacity, and is entitled to be heard despite the fact that the Auditor retires at that meeting or a resolution to remove the Auditor or the agent from office is passed at that meeting.

19. VOTES OF MEMBERS

- 19.1 On a show of hands, every Member present in person will have one vote.
- 19.2 On a poll, every Member voting in person, by proxy or attorney will have one vote.

20. APPOINTMENT OF PROXY

- 20.1 Any Member may appoint up to two proxies to vote on a Member's behalf and may direct the proxy or proxies to vote either for or against each or any resolution.
- 20.2 A proxy must be a Member.
- 20.3 The instrument appointing a proxy (and power of attorney, if any, under which it is signed) will be deposited at the Office, sent by facsimile to the Office, or forwarded to any other place, facsimile number or electronic address the Board determines, not less than 48 hours before the time of holding the meeting or adjourned meeting or poll at which the person named in that instrument proposes to vote.

21. FORM OF PROXY

- 21.1 An instrument appointing a proxy shall be in writing under the hand of the appointor or of his or her attorney duly authorised in writing.
- 21.2 The proxy will be deemed to include the right to demand or join in demanding a poll and will (except to the extent to which the proxy is specifically directed to vote for or against any proposal) include power to act generally at the meeting for the person giving the proxy.
- 21.3 An instrument appointing a proxy will, unless the contrary is stated on it, be valid as well for any adjournment of the meeting as for the meeting to which it relates and need not be witnessed.
- 21.4 An instrument appointing a proxy shall be in the following form, or in a form that is similar to the following form, as the Law prescribes or the circumstances allow:

"SANCTUARY LAKES RESORT SERVICES LTD
ACN 092 610 449__

Proxy

I,
of
being a Member

HEREBY APPOINT
of

AND
of

(such person(s) being entitled to vote at a General Meeting of the Company in accordance with and subject to the Constitution of the Company) as my proxy or proxies to vote for me on my behalf at the General Meeting of the Company to be held on the
day of *and at any adjournment of that meeting.*

This form is to be used in favour of/against [strike out whichever is not desired] the following resolution(s):

[insert resolution (s)]

Signed this day of *"*

22. ATTORNEYS

- 22.1 Any Member may, by duly executed power of attorney, appoint an attorney to act on the Member's behalf at all or certain specified meetings of the Company and that power of attorney must be produced for inspection at the Office or any other place the Board determines, together with evidence of the due execution of it the Board requires, before the attorney will be entitled to appoint a proxy for the Member granting the power of attorney.
- 22.2 The Directors may, by power of attorney, appoint any company, firm or persons or any fluctuating body of persons whether nominated directly or indirectly by the Directors to be an attorney or attorneys of the Company for any purposes and with powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under this Constitution) and for periods and subject to any conditions as they think fit and any power of attorney may contain provisions for the protection and convenience of persons dealing with any attorney as the Directors think fit and may also authorise any attorney to sub-delegate all or any of the powers, authorities and discretions vested in them.

23. VOTING OF ATTORNEY OR PROXY

- 23.1 A vote given in accordance with the terms of an instrument of proxy or power of attorney will be valid despite the previous death of the principal or revocation of the proxy or power of attorney, provided no notice in writing of the death or revocation has been received at the Office before the meeting.
- 23.2 A proxy will not be revoked by the principal attending and taking part in the meeting, unless that principal votes on the poll at the meeting on the resolution for which the proxy is used.

24. THE BOARD (INCLUDING OFFICE BEARERS)

- 24.1 The office bearers of the Company shall consist of a chair, vice-chair, Secretary and the treasurer. Other than the Secretary, the holders of such offices in the Company shall be elected from the Directors amongst themselves, and shall constitute the executive committee of the Company. The Board may appoint and remove the Secretary, who may already be a Director, and the appointment of a Secretary shall be on such terms and conditions as to remuneration and otherwise as the Directors determine.
- 24.2 The number of Directors constituting the Board will be no less than 3 and no more than 9.
- 24.3 The Board will initially comprise the following Directors and office bearers proposed by Sanctuary Lakes. The remaining Directors may be appointed by the Board.
- 24.3.1 Stephen Richard Head -chair;
- 24.3.2 Yeow Khoon Tan -vice-chair;
- 24.3.3 Yuh Lin Lee -Secretary;

- 24.4 The composition of the initial Board from time to time will be such of the following persons that hold office as Directors for the time being:
- 24.4.1 the persons specified in clause 24.3.1 to 24.3.3.(inclusive); and
 - 24.4.2 Colin Cass, Kenneth Roche and Nick Roche.
- 24.5 Subject to the Law and to this Constitution, the Company may from time to time by special resolution passed at a General Meeting increase or reduce the number of office bearers and other elected members of the Board.
- 24.5 The Company may in General Meeting by resolution, determine what rotation the increased or reduced number of Directors are to retire from office.
- 24.6 A body corporate cannot be appointed as a Director.
- 24.6 The Company may from time to time by special resolution passed at a General Meeting approve any remuneration to be paid to a Director.

25. ELECTION AND APPOINTMENT OF THE BOARD

25.1. Retirement and Rotation

- 25.1.1 At the second Annual General Meeting held after all the Directors comprising the initial Board as referred to in clause 24 have resigned from office, and thereafter at each Annual General Meeting one half of the Directors for the time being or, if their number is not an even number, then the number nearest one - half, shall retire from office.
- 25.1.2 A retiring Director shall be eligible for re-election.
- 25.1.3 The Directors to retire at any Annual Meeting referred to in clause 25.1.1, shall be those who have been longest in office since their election, but, as between persons who became Directors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot.

25.2. Nomination for Election

- 25.2.1 Any current Member shall be eligible for election or re-election as a member of the Board, in respect of any vacancy arising at any Annual Meeting referred to in clause 25.1.
- 25.2.2 Each candidate standing for election as a member of the Board shall be proposed by a Member and shall be seconded by another Member, both of whom shall be current members of the Company at the time of nomination.

25.3. Nomination Procedure

- 25.3.1 Any nomination for election or re-election as a member of the Board shall be in writing and shall be signed by the candidate and by the proposer and the seconder.
- 25.3.2 The nomination for election to the Board must be received by the Secretary not later than 5:00 p.m. on the date being thirty (30) days before the date of the first Annual Meeting (at which members of the Board are due to retire), and any subsequent Annual Meeting, as the case may be, at which the candidate seeks election or re-election.
- 25.3.3 A list of the candidates' names in respect of the election of the Board in alphabetical order, with the proposers and seconders' names, shall be posted in a conspicuous place in the office of the main business address of the Company for at least twenty-one (21) days immediately preceding the Annual Meeting at which members of the Board are due to retire.

25.4. Conduct of Elections

- 25.4.1 In the event that not more than the number of persons required are nominated for election to the Board, those persons shall be declared by the chair of the Annual Meeting to be duly elected.
- 25.4.2 In the event that more than the number of persons required are nominated for election to the Board, there shall be a ballot held for such election of members on the day of the Annual Meeting. Unless the Board otherwise determines, the ballot shall be a secret ballot.
- 25.4.3 In the event that a ballot is required, ballot papers (in a form approved by the Board) shall be prepared containing the names of the candidates only in alphabetical order. The Secretary must cause such ballot papers to be given to each Member entitled to vote, who attends the Annual Meeting in person or by proxy. For the purposes of the above elections, all current Members shall be eligible to vote in such election.
- 25.4.4 The candidates receiving the greatest number of votes cast in their favour in respect of the ballot will be deemed to be elected or re-elected as the case may be.
- 25.4.5 The results of the election of members of the Board shall be announced by the Secretary at the Annual Meeting.
- 25.4.6 In the case of an equality of votes, the chair, in addition to his deliberative vote (if any), shall be entitled to a second or casting vote provided however that if the chair:
 - 25.4.6.1 does not exercise such second or casting vote; or
 - 25.4.6.2 is one of the persons in respect of whom there is an equality of votes; then a further ballot shall be held at the Annual Meeting among those persons in respect of whom there is an equality of votes.

25.4.7 In the event that at the conclusion of the elections any elected position on the Board remains vacant:

25.4.7.1 nominations may be received from the floor to fill such vacancy provided that no person shall be appointed to fill such vacancy unless he or she is present at the meeting and consents to such nomination; and

25.4.7.2 should there be more nominations received than positions remaining vacant, a further election or elections shall be held in accordance with the foregoing provisions.

25.5. Casual Vacancy

The Board shall have power at any time and from time to time appoint any person to the Board either to fill a casual vacancy or as an addition to the existing office bearers or other members of the Board, but so that the total number of office bearers or other members of the Board shall not at any time exceed the number fixed in accordance with this Constitution. Any office bearer or other member of the Board so appointed shall hold office only until the Annual Meeting at which the respective elected and appointed members of the Board must retire.

26. REMOVAL OF DIRECTORS

26.1 Subject to the Law the Company may, in General Meeting, by resolution remove any director before the expiration of the Director's period of office (other than those Directors proposed by Sanctuary Lakes), and may by resolution appoint another person in the Director's place.

26.2 The continuing members of the Board may act despite any vacancy in their body, but if and for so long as their number is reduced below 3 the continuing members of the Board may act for the purpose of increasing the number of Directors to that number or for summoning a meeting of the Company, but for no other purpose.

27. LOSS OF DIRECTORS OFFICE

The office of Director will become vacant in any of the following circumstances:

27.1 if the Director ceases to be a Director by virtue of the Law;

27.2 if the Director becomes bankrupt or makes any arrangement or composition with the Director's creditors generally;

27.3 if the Director becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;

27.4 if the Director resigns from office by notice in writing to the Company delivered to the Office;

27.5 if the Director ceases to hold, or is removed from, office under Clause 25; and

- 27.6 If the Director is absent from three consecutive meetings of the Board without a valid excuse which is acceptable to the chair.

28. SECRETARY & TREASURER

The Secretary and treasurer will each be responsible for carrying out the duties and responsibilities determined by the Board.

29. MANAGER OF THE COMPANY

The Board may appoint and remove a person to be a Manager and may confer on that person any of the powers exercisable under this Constitution by the Board as it thinks fit and on any respective conditions as it may think expedient. The Manager will despite this remain subject to the control of the Board. The Manager must not be a Director.

30. PROCEEDINGS OF THE BOARD

- 30.1 The business of the Company shall be managed by the Board, which may, subject to the Law, exercise all powers of the Company that are not required to be exercised or done by the Company in General Meeting.
- 30.2 The Board may meet together to dispatch business, adjourn and otherwise regulate its meetings as it thinks fit.
- 30.3 The Board may at any time and the Secretary will, on the request of a Director, convene a meeting of the Board.
- 30.4 The accidental omission to give notice of a meeting to, or the non-receipt of a notice of meeting by, a Director will not invalidate proceedings at a Board meeting.
- 30.5 Until otherwise decided by a resolution of the Board, the quorum for all meetings of the Board will be at least half the number of Directors that make up the Board. No business may be transacted at any meeting unless the requisite quorum is present and if, within 15 minutes of the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the following week. If, at that adjourned meeting, a quorum is not present within 15 minutes from the time appointed for holding the meeting, the meeting will be dissolved.
- 30.6 The chair will be entitled to preside at every meeting of the Board at which the chair is present and willing to act. If the chair is not present within fifteen minutes after the time appointed for holding that meeting (or being present is unwilling to act) the vice-chair shall preside at the meeting, or, if the vice-chair is not present (or being present is unwilling to act) then the Directors present will choose one of their number to be chair of the meeting.
- 30.7 Every question submitted to a meeting of the Board will be decided by a majority of votes and each Director present will be entitled to one vote. If there is an equality of votes the chair of the meeting will have a second or casting vote.

31. DIRECTORS' EXTERNAL INTERESTS

- 31.1 A Director will not be disqualified from office by contracting or entering into any arrangement with the Company.
- 31.2 No contract or arrangement with the Company in which any Director is in any way interested will be avoided due to that interest.
- 31.3 No Director so contracting or being so interested will be liable to account to the Company for any profit realised by any contract or arrangement, by reason of that Director holding that office or of the fiduciary relation established.
- 31.4 Regardless of the above, every Director will observe the provisions of the Law relating to the declaration of the interests of Directors in contracts or proposed contracts with the Company or of any office or property held by the Directors which might create duties or interests in conflict with their duties or interests as Directors.
- 31.5 Directors may not vote in respect of any contract or arrangement in which they are interested and, if a Director does so vote, the Director's vote will not be counted.

32. MINUTES OF MEETING

The Secretary must cause proper minutes to be made of:

- 32.1 the names of Directors present at all meetings of the Company and of the Board and of committees of the Board: and
- 32.2 the resolutions passed at all meetings of the Company and of the Board and of committees of the Board.

The minutes will be entered in books kept for that purpose and will be signed by the chair of the meeting at which the proceedings took place or by the chair of the next succeeding meetings.

33. DELEGATION OF POWERS

The Board may delegate any of its powers to committees consisting of any person or persons as it thinks fit. Any committee so formed will in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Board.

34. DEFECTS IN APPOINTMENT

All acts done by any meeting of the Board or of a committee of the Board or by any person acting as a Director will, despite that it is afterwards discovered that there was some defect in the appointment or tenure of any Director or person acting on a committee, or that they or any of them were disqualified, be as valid as if every person had been duly appointed and continued as a Director and was qualified to be a Director or to act in that manner.

35. CIRCULAR RESOLUTION

- 35.1 If all the Directors have signed a document containing a statement that they are in favour of a resolution of the Directors in terms set out in the document, a resolution in those terms shall be deemed to have been passed at the meeting of the Directors held on the day on which the document was signed and at the time at which the document was last signed by a Director or, if the Directors signed the document on different days, on the day on which, and at the time at which, the document was last signed by a Director.
- 35.2 For the purposes of Clause 35.1, two or more separate documents containing statements in identical terms each of which is signed by one or more Directors shall together be deemed to constitute one document containing a statement on those terms signed by those Directors on the respective days on which they signed the separate documents.
- 35.3 A reference in Clause 35.1 to all the Directors does not include a reference to a Director who, at a meeting of Directors, would not be entitled to vote on the resolution.

36. ACCOUNTS

- 36.1 The Board will cause to be kept proper books of account in which will be kept true and complete accounts of the affairs and transactions of the Company. Proper books will not be deemed to be kept unless the books give a true and fair view of the state of the Company's affairs and explain its transactions.
- 36.2 The books of account will be kept at the Office or place or places as the Board think fit and will be open to the inspection of Directors during usual business hours.

37. AUDIT

The Company will observe the provisions of the Law in relation to the appointment of an auditor or auditors.

38. NOTICES

- 38.1 A notice may be given by the Company to any Member either personally or by sending it by post or facsimile to the Member at the Member's registered address, or (if the Member has no registered address within Australia) to the address, if any, within Australia supplied by the Member to the Company for the giving of notices. In relation to any Member that has nominated a representative to act on that Member's behalf in accordance with clause 6.2, the Company may serve any notice on such representative as opposed to the Member.
- 38.2 Where a notice is sent by post, service of the notice will be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting on the day after the date of its posting, and in any other case at the time at which the letter would be delivered in the ordinary course of post.
- 38.3 Where a notice is sent by facsimile, it is deemed to have been received on proper written confirmation of its transmission being obtained by the Company.

39. INDEMNITY

39.1 Subject to the Law, every person who is or has been an Officer is indemnified out of the assets of the Company against:

39.1.1 all liability to another person (other than the Company or a related body corporate), provided that the liability does not arise out of lack of good faith:

39.1.2 all liability incurred by the person in defending proceedings in which judgment is granted in favour of the person, the person is acquitted, or in connection with an application by a person in relation to proceedings in which the court grants relief to the person under the Law.

39.2 The Company may, with the exception of any wilful breach of duty or any contravention of sections 232(5) or 232(6) of the Law, effect insurance in relation to any person who is or has been an Officer against any liability incurred by that person in their capacity as Officer, including liability for costs and expenses incurred in defending any proceedings whatever their outcome.

40. CHEQUES, BILLS ETC.

All cheques, bills of exchange, promissory notes and other negotiable instruments shall be signed by at least two persons authorised by the Board for this purpose.

41. AMENDMENT OR VARIATION

Subject to the Law, this Constitution may only be amended or varied by a special resolution passed by at least 75 % of Members present in person or by proxy at a General Meeting.

42. CONTRIBUTION ON WINDING-UP

Every Member undertakes to contribute to the property of the Company if it is wound up:

42.1 while that person is a Member; or

42.2 within one year after that person ceases to be a Member;

in respect of the debts and liabilities of the Company contracted before that person ceases to be a Member, in respect of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves.

The amount to be contributed by any Member will not exceed \$10.00.

43. DISTRIBUTION OF PROPERTY ON WINDING UP

43.1 If on the winding-up or dissolution of the Company after the satisfaction of all its debts and liabilities there remains any property, the property must not be paid to or distributed among the Members.

43.2 Instead the property must be given or transferred to some other institution or institutions which:

43.2.1 has objects similar to the objects of the Company;

- 43.2.2 has a constitution which prohibits the distribution of its income and property among its members to an extent at least as great as is imposed on the Company under clause 4 of this Constitution.

44. PUBLIC LIABILITY INSURANCE

The Board will ensure that the company takes out and maintains insurance against public liability, for an amount of at least \$10 million.

SCHEDULE INITIAL MEMBERS

The following persons consent to become the initial members of the Company and agree to the terms of this Constitution:

- 1. NAME:** Body Corporate Plan No PS417931B

SIGNATURE:
(Signed for and on behalf of Body Corporate Plan No PS17931B)

ADDRESS: Lakeside Drive, Sanctuary Lakes, Victoria, 3030
- 2. NAME:** Body Corporate Plan No 401006D

SIGNATURE:
(Signed for and on behalf of Body Corporate Plan No PS401006D)

ADDRESS: Lakeside Drive, Sanctuary Lakes, Victoria, 3030
- 3. NAME:** Body Corporate Plan No 401008Y

SIGNATURE:
(Signed for and on behalf of Body Corporate Plan No PS401008Y)

ADDRESS: Lakeside Drive, Sanctuary Lakes, Victoria, 3030
- 4. NAME:** Body Corporate Plan No 404770W

SIGNATURE:
(Signed for and on behalf of Body Corporate Plan No PS404770W)

ADDRESS: Lakeside Drive, Sanctuary Lakes, Victoria, 3030
- 5. NAME:** Body Corporate Plan No 403708H

SIGNATURE:
(Signed for and on behalf of Body Corporate Plan No PS403708H)

ADDRESS: Lakeside Drive, Sanctuary Lakes, Victoria, 3030
- 6. NAME:** Body Corporate Plan No 401009W

SIGNATURE:
(Signed for and on behalf of Body Corporate Plan No PS401009W)

ADDRESS: Lakeside Drive, Sanctuary Lakes, Victoria, 3030

7.

NAME: Body Corporate Plan No 412931D

SIGNATURE:

(Signed for and on behalf of Body Corporate Plan No PS412931D)

ADDRESS: Lakeside Drive, Sanctuary Lakes, Victoria, 3030

8.

NAME: Body Corporate Plan No 416990W

SIGNATURE:

(Signed for and on behalf of Body Corporate Plan No PS416900W)

ADDRESS: Lakeside Drive, Sanctuary Lakes, Victoria, 3030