

SANCTUARY LAKES RESORT CODE
BODY CORPORATE RULES OF BODY CORPORATE NO. PS

1. INTERPRETATION

The Sanctuary Lakes Resort Code is to be interpreted having regard to the following objectives of the Developer and Sanctuary Lakes Residents Association Ltd (SLRA):

- 1.1 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 Sanctuary Lakes;
- 1.2 protecting and improving the investment of each Member;
- 1.3 ensuring compliance with the Sanctuary Lakes Homeowner Building Code;
- 1.4 operating a central monitoring system for security purposes;
- 1.5 maintaining and enhancing any landscaping for which the Body Corporate is responsible within the Plan of Subdivision;
- 1.6 maintaining and enhancing the Lake for the benefit of all Members and the owners of lots on other plans of subdivision forming part of Sanctuary Lakes; and
- 1.7 empowering the Developer to act on behalf of all Members to achieve all of the above, until such time as the Developer ceases to be the owner of a Lot on the Plan of Subdivision and any land in the development known as Sanctuary Lakes.

2. DEFINITIONS

In this Code unless the context otherwise requires the following definitions apply:

approved means approved of in writing by the Sanctuary Lakes Architectural Review Committee (SLARC);

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 SLARC for the purposes of non compliance and asset protection.

Builders' Site Refuse Guidelines means the guidelines for disposal of all building refuse on all Lots on the Plan of Subdivision as amended from time to time by the SLARC established for the purposes of achieving the expressly stated objectives of the Code;

the Code means Sanctuary Lakes Resort Code;

Commence Construction means that all the following events have occurred:

- (a) survey pegs have been put in place; and

- (b) main water has been connected; and
- (c) Wyndham Local Law No. 3 has been complied with;

Common Property means any areas of common area or property on plans of subdivision within Sanctuary Lakes

the Developer means Sanctuary Lakes Pty Ltd as the original owner and developer of the lots on the Plan of Subdivision, Links Sanctuary Lakes Pty Ltd and Resort Group Services Pty Ltd or its assignee;

Designated Medium Density Lot means a Lot designated for potential future resubdivision for medium density development on the Plan of Subdivision;

Golf Course means the Sanctuary Lakes 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 ;

GST Act means *A new Tax System (Goods and Services Tax) Act 1999* (as may be amended from time to time);.

House Rules means any rules that the Body Corporate may introduce for the operation of Recreational Facilities and the maintenance of Common Property or public areas within Sanctuary Lakes as amended from time to time.;

Lake means Sanctuary Lake or any other lake presently situated or to be constructed on the Developer's land within Sanctuary Lakes;

Lakeside Lot means a Lot adjacent to the Lake;

Lakeside Member means a Member who is the owner of a Lakeside Lot ;

Lot means any lot on the Plan of Subdivision including but not limited to a Sub Lot, a Golfside Lot, and a Lakeside Lot;

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

Plan of Subdivision means the Plan of Subdivision to which this Code is attached and such other plans of subdivision as may be merged with the Plan of Subdivision;

Previous Code means any Code registered at the Land Titles Office prior to this Code.

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

a Residence means one permanent non-transportable private residence;

Sanctuary Lakes Architectural Review Committee (SLARC) means a panel appointed by the Developer and comprising representatives of the Developer and a qualified architect/planner for the purposes of assessing compliance by Members with the Sanctuary Lakes Homeowner Building Code;

SLARC Fee means a fee and any GST payable to the SLARC to process house plans that need to be considered for approval by the SLARC as determined from time to time
Sanctuary Lakes Homeowner Building Code means the design, development and use controls for all Lots on the Plan of Subdivision as amended from time to time by the SLARC for the purposes of achieving the expressly stated objectives of this Code;

Sanctuary Lakes Landscape Master Plan means the landscaping plan adopted by the Developer for the design of landscaping at Sanctuary Lakes as amended from time to time;

Sanctuary Lakes Resort Code means the Body Corporate Rules for the Body Corporate created by the Plan of Subdivision;

Settlement Date means the date of transfer of any Lot (other than a Sub-Lot) on the Plan of Subdivision by the Developer to a Member; and

Sub Lot means a lot created on an approved plan of resubdivision of a Designated Medium Density Lot.

3. DEVELOPMENT OF A LOT

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

3.1 Construct a residence

Commence Construction of a Residence on each and every Lot of the Member within three years of the Settlement Date for that Lot or, in the case of a Sub-Lot, within two years of creation of a separate title to the Sub-Lot.

3.2 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 SLARC;

3.3 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 SLARC before, during and after completion of the Residence on that Lot;

3.4 No development other than a Residence

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;

3.5 No Objection

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

3.6 Nature of Residence

ensure ÷

3.6.1 size

that a Residence on 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;

3.6.2 garage

that a residence 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 SLARC. 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;

3.6.3 external surfaces and materials of a residence

that approval for all external surfaces and materials of a Residence on a Lot must be approved of in writing by the SLARC at the time that the plans for the Residence are submitted to the SLARC for approval;

3.6.4 security system

that a Residence includes the supply and installation of a security monitoring system by Sanctuary Lakes Resort Services (or its nominee) for the Residence which is:

3.6.4.1 connected to a central monitoring station manned 24 hours per day (or such other time as is stipulated by the SLARC) by or on behalf of the Body Corporate; and

3.6.4.2 approved of in writing by the SLARC prior to installation;

3.6.5 communication system

where your lot is abutting Common Property and is within a gated community you must supply and install the current communication infrastructure required by Sanctuary Lakes Resort Services or its nominee for the residence which must be approved in writing by the SLARC or the body corporate prior to installation.

3.7 **No Works without Approval of Plans and Specifications and payment of Bond**

that no works commence on a Lot unless and until plans and specifications of such works have been submitted to and approved of in writing by the SLARC and payment of the Bond amount is received and receipted by the SLARC. All plans submitted for approval by the SLARC must be of a minimum A3 size. Only original A3 size plans (or larger) will be approved by the SLARC. The Member shall have the Bond amount refunded upon production of the Certificate of Occupancy and upon final inspection by the SLARC that the Residence complies with the plans approved by the SLARC and that there has been no damage to the Body Corporate Assets on or in the vicinity of the Members Lot ;

3.8 Sanctuary Lakes Homeowner Building Code

that a Residence complies with the Code.

3.9 Builders' Site Refuse Guidelines

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

3.10 Regular Inspection of Works

that a representative of SLARC is allowed 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

that any non-compliance with the approved plans and specifications for the works is rectified in accordance with any written notice served on the Member by the SLARC;

3.12 Cease Construction on Demand

that construction of works on a Lot ceases if required by any written notice served by the SLARC pending resolution of any dispute about a non-compliance with the approved plans and specifications for the Lot; and

3.13 Enforcement Costs

all costs incurred by the Body Corporate in respect of the enforcement of the Code in respect of the Member's Lot is paid;

4. DESIGNATED MEDIUM DENSITY LOTS

Notwithstanding clause 3 of the Code, 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:

- 4.1 submits plans and specifications for the re-subdivision and development of the Designated Medium Density Lot to the SLARC for approval;
- 4.2 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;
- 4.3 otherwise complies with the Code (except for such exemptions as the SLARC may grant) for each Sub Lot and such other requirements as the SLARC may reasonably impose in respect of each Sub Lot.

Each Member that owns a Sub Lot must:

- 4.4 comply, and ensure that the occupier of that Sub Lot complies, with the House Rules applicable to that Sub Lot, as amended from time to time by the Body Corporate;

5. RESTRICTIONS ON DEVELOPMENT OF A LOT

The SLARC and each Member of the Body Corporate must not do or allow the following to be done on any Lot of that Member:

5.1 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 SLARC;

5.2 Restrictions on Certain Kinds of Fences

5.2.1 construct any fence other than a fence approved in the Sanctuary Lakes Homeowner Building Code;

5.2.2 construct any fence forward of the building frontage setback line;

5.2.3 construct any fence forward of the building up to the building frontage setback line unless such fence is approved of in writing by the SLARC;

5.2.4 on any Lots with boundaries adjoining more than one road, construct any fence unless such fence is approved of in writing by the SLARC; and

5.2.5 on any Lots with boundaries on more than one road, remove the whole or any part of a fence erected by the Developer (being a type 1 or 2 or 4 fence as specified in the Sanctuary Lakes Home Owner Building Code) to create any form of access from the road to the Lot or erect a letterbox or similar structure on or in such fence or on the former site of the whole or part of such a fence removed in breach of this clause;

5.3 Prohibition on Certain Sheds

construct any storage or other shed on a Lot which:

5.3.1 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

5.3.2 is not located at the rear of a Residence on that Lot or effectively screened from public view;

5.4 Restrictions on Equipment

5.4.1 install any air conditioning or evaporative cooler on a Lot unless it is contained wholly within a Residence on that Lot below the ridgeline of the roof or of similar colour to the roof; and

5.4.2 wherever possible it is not visible from the street frontage of that Lot;

5.5 Restrictions on Solar Hot Water Heaters

install a solar hot water heater on a Lot unless it fits the roof profile of the Residence on that Lot and is not elevated at an angle to the roof profile and otherwise matches or complements such Residence;

5.6 Restrictions on Installation of Clothesline/Rainwater Tank

install a clothesline or a rainwater tank on a Lot except in accordance with the manufacturer's instructions and it is in a location on that Lot which is not visible from adjoining public areas; and

5.7 Restrictions on Television Antenna/Radio Antenna/Satellite Dishes

install a television or radio antenna or satellite dish on a Lot unless located at the rear of a Residence on that Lot and:

5.7.1 the installation is contained within the roof space between the ceiling of such Residence and the underside of the roof of such Residence; or

5.7.2 the installation is screened and not visible from public view.

6. 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:

6.1 Early Occupation of a Residence

occupy a Residence constructed on a Lot or arrange for such Residence to be occupied immediately following the completion of the Residence to the satisfaction of the SLARC;

6.2 Construction of Driveway

complete construction of a driveway and crossover between the road and the parking area on a Lot in accordance with the Sanctuary Lakes Homeowner Building Code and any requirements of the Wyndham City Council, prior to occupation of a Residence on that Lot;

6.3 Landscaping of a Lot

commence the proper landscaping of all ground areas of a Lot including the nature strip, 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 SLARC and in accordance with the Sanctuary Lakes Landscape Master Plan;

6.4 Construct Fences & Garages

construct or install approved fences and/or garages on all rear and side boundaries to the building frontage setback line of a Lot prior to occupation of a Residence on that Lot;

6.5 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. RESTRICTIONS ON SALE

- 7.1 Each member of the Body Corporate must not sell a Lot within two years of the Settlement Date without completing construction of a Residence on that Lot in accordance with this Code, unless the Body Corporate is reasonably satisfied that one of the following applies:
- 7.1.1 the Member is selling that Lot to a related person of the Member. The term related person for the purposes of this clause means a person defined in section 3 of the Duties Act 2000;
 - 7.1.2 the Member is forced to sell that Lot for one of the following reasons:
 - 7.1.2.1 the financial indebtedness of a Member or a relative of a Member;
 - 7.1.2.2 the death of a Member or a relative of a Member;
 - 7.1.2.3 a Member is no longer able to live in the State of Victoria or
 - 7.1.3 the Member is a registered builder who is selling a house and land package before or during construction of a Residence or;
 - 7.1.4 any other reason accepted by the Body Corporate;
- provided always that the Member has provided a written request (in the form of a statutory declaration together with any supporting information) to the Body Corporate or its manager fully stating the circumstances and the Body Corporate has confirmed in writing that it is reasonably satisfied as to the contents of that statement and approves the request to sell before any sale proceeds.
- 7.2 A Member who is permitted to sell a Lot pursuant to Rule 7.1 must pay to the Body Corporate;
- 7.2.1 the SLARC Fee; and
 - 7.2.2 the sum of \$120 per month for any portion of the two year period that remains at the time the request to on-sell is made.

8. AMENITY CONTROLS

Each member of the Body Corporate or the occupant of a Members Lot must not do any of the following:

8.1 No Breach of Homeowner Building Code

breach any of the Code with respect to a Lot or in the vicinity of any Lot;

8.2 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;

8.3 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, repair or restoration of commercial vehicles unless carried out at the rear of a residence on a Lot in a location which is screened from public view;

8.4 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:

8.4.1 two years have passed since the Settlement Date of such Lot or a Residence has been completed on that Lot; and

8.4.2 the written consent of the Developer has been obtained; and

8.4.3 the written consent of the SLARC has been obtained;

8.5 No Shared Fencing

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

8.6 No Kikuyu Grass

plant nor allow any Kikuyu grass to be planted or grow on a Lot or in the vicinity of a Lot;

8.7 Not Neglect Garden Maintenance

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

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

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

8.8 Fencing

8.8.1 alter or remove any fence without SLARC's approval;

8.8.2 allow any fence to fall into a state of disrepair;

8.8.3 claim any cost of maintenance of or repairs to the fence from the Developer if the Developer is the owner of an adjoining Lot; nor

8.8.4 repair or renew the fence with any materials which are not of the same nature, quality and standard as those originally used for the construction thereof;

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 Developer as owner of the Golf Course 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; and

9.2 Golf Course Fence

to the extent that a Lot shares a common boundary with the Golf Course:

- 9.2.1 build any fence other than a fence approved by the SLARC (**the Golf Course Fence**);
- 9.2.2 alter or remove the Golf Course Fence;
- 9.2.3 allow the Golf Course Fence to fall into a state of disrepair;
- 9.2.4 claim any cost of maintenance of or repairs to the Golf Course Fence from the Developer or the owner for the time being of the Golf Course;
- 9.2.5 repair or renew the Golf Course Fence with any materials which are not of the same nature, quality and standard as those originally used for the construction thereof; and
- 9.2.6 construct any other boundary fence on a Lot which adjoins the Golf Course Fence unless any such boundary fence which is higher than the Golf Course Fence slopes downwards over a distance of not less than 3.0 metres to the same height of the Golf Course Fence at the point where the boundary fence joins the Golf Course Fence.

10. LAKESIDE LOTS

- 10.1 Each Lakeside Member of the Body Corporate must not take any action or make any claim against the Developer or any future owners or managers of the Lake or the Body Corporate for any loss or damage suffered by a Lakeside Member arising from the following:
 - 10.1.1 the proximity of a Lakeside Lot to the Lake; and

10.1.2 any inconvenience, danger or potential hazard in occupying a Lakeside Lot arising from the following:

10.1.2.1 the maintenance of the Lake and the lake edges; and

10.1.2.2 the use of the Lake by boats or for any other recreational purpose

except where such loss or damage is caused by the negligent act or omission of such persons.

- 10.2 Each Lakeside Member must not erect a jetty or a boat mooring structure on or in the vicinity of the Lake without the prior written consent of the Body Corporate, SLARC and all relevant authorities.
- 10.3 Each Lakeside Member must not construct any fence over the three metre easement surrounding the Lake other than an approved F3 type of removable poolside fence.
- 10.4 Each Lakeside Member must ensure that any gate erected on the Lot is kept closed when not in use.
- 10.5 Each Lakeside Member must ensure that any building contractor working on a Lot does not park, leave or drive a vehicle within 3 metres of the Lake edge wall.

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 operate a security monitoring system covering the Residence on each Lot and Sub Lot such system is to be linked to a central monitoring station manned 24 hours per day;
 - 11.1.2 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;
 - 11.1.3 the construction, repair and maintenance of such landscaping within the Plan of Subdivision as the Body Corporate is responsible for;
 - 11.1.4 any other service or facility provided by the Body Corporate for the benefit of Members which is consistent with the stated objectives of this Code; and
 - 11.1.5 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 amount of the annual Body Corporate fees that are payable by each Member shall be established at the annual general meeting of the Body Corporate. The fees for any works referred to in Rule 11.1.5 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 3.1, the Members agree that:
 - 11.4.1
 - 11.4.2 the Member shall pay an additional body corporate charge of \$200.00 per month for the first 6 months that the Member is in breach of Rule 3.1; and
 - 11.4.3 the Member shall pay an additional body corporate charge of \$350 per month for the following 6 months that a Member is in breach of Rule 3.1 and;
 - 11.4.4 the Member shall pay an additional body corporate fee of \$500 for each and every month thereafter the member is in breach of Rule 3.1.
- 11.5 in the event that the Member fails to comply with Rule 8.4, the Members agree that:
 - 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;
- 11.6 in the event that the Member or their builder fails to comply with the Builders' Site Refuse Guidelines and any notice served upon the Member by the Body Corporate in accordance with this Code, the Members agree that:
 - 11.6.1 the Body Corporate is entitled to enter upon the Lot or surrounding areas and clean up the Lot in accordance with the Builders Site Refuse Guidelines; and
 - 11.6.2 the Body Corporate is entitled to recover the entire costs of cleaning up of the Lot or surrounding areas 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:
- 11.7 the Developer 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 Developer be levied with such body corporate charges for the period of the Developer's ownership of the Lot. This is on the basis that any Lot in the ownership of the Developer 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 Developer.

12. MEMBER'S 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 Developer 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 Sanctuary Lakes.

13. DISPUTE RESOLUTION

In the event of a dispute about compliance by a Member with the Sanctuary Lakes Homeowner Building Code, the decision of the SLARC 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 SLARC.

14. NON-COMPLIANCE

- 14.1 If a Member has not complied with this Code 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 costs incurred by the Body Corporate relating to the non-compliance including but not limited to the administrative costs, legal costs and the cost of any works performed to rectify the 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 relating to the Member's non-compliance with this Code;
 - 14.1.5 the Member must pay interest at the rate of 2% below the rate prescribed under the Penalty Interests Rates Act 1983 on all moneys of the kind referred to in the Regulations outstanding under this Code until they are paid;

- 14.1.6 any payments made for the purposes of this Code 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
- 14.1.7 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.
- 14.2 If a Member has not complied with this Code 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 this Code.
- 14.3 If a Member has not complied with any Previous Codes, the Body Corporate may issue a notice specifying such non-compliance and the Member must rectify the non-compliance within 14 days after service of the notice.
- 14.4 If a Member has not complied with the Previous Codes within 14 days after service of a notice from the Body Corporate pursuant to Rule 14.3, the Body Corporate may enforce its rights under the non-compliance provisions of the Previous Codes.

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 individual as nominated by the Developer from time to time a proxy to vote at all meetings of the Body Corporate exercisable from the Settlement Date until the Developer 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 known as Sanctuary Lakes 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 Developer 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 known as Sanctuary Lakes on terms that:
 - 15.2.1 the Member irrevocably appoints the Attorney as his sole and enduring attorney (**the 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;
 - 15.2.2 the Member ratifies and agrees to ratify everything done or caused to be done by the Developer as Attorney under such 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 until the Developer 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 known as Sanctuary Lakes 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 Developer is registered or 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 Sanctuary Lakes, 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 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 this Code;
- 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 this Code; and
- 15.6 the Member must, upon entering into any sale agreement in respect of the Lot or any interest in the Lot, ensure that the sale agreement provides for the transferee to grant a proxy and an attorney to the Developer on the same terms and conditions upon which the Member acquired the Lot or if no such terms and conditions exist then on substantially the same terms and conditions as in this Rule 15 with whatsoever amendments made as are necessary to ensure that this Rule 15 is satisfied.