



SANDHURST CLUB LIMITED RESIDENTIAL CODE

1. INTERPRETATION

- 1.1 This Residential Code is to be interpreted having regard to the following objectives of the Developer and Sandhurst Club Ltd:
- 1.1.1 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 Sandhurst Club Ltd;
 - 1.1.2 protecting and improving the investment of each Member;
 - 1.1.3 ensuring compliance with the Residential Design Guidelines;
 - 1.1.4 the security of each Residence within Sandhurst Club;
 - 1.1.5 maintaining and enhancing any landscaping for which Sandhurst Club Ltd is responsible within the Plan of Subdivision; and
 - 1.1.6 maintaining and enhancing the watercourses and wetlands for the benefit of all Members and the owners of lots on other plans of subdivision forming part of Sandhurst Club .
- 1.2 The by-laws and rules set out in this Residential Code are made pursuant to Rule 21.1.2.4 of the Constitution.
- 1.3 To the extent that expressions are capitalised in this Residential Code but are not defined terms, they shall have the meaning set out in the Constitution unless the context otherwise requires.

2. DEFINITIONS

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

approved means approved of in writing by the Sandhurst Club Ltd Architectural Review Committee;

Bond means the amount of \$1,500 (exclusive of GST) or such other amount nominated from time to time by the Sandhurst Club Ltd Architectural Review Committee for the purposes of asset protection;

Builders' Site Use Guidelines means the guidelines for on the use and occupation of all Lots on the Plan of Subdivision (a copy of which is attached in Schedule 1) by a builder or other contractor engaged by a Member (as amended from time to time by the Sandhurst Club Ltd Architectural Review Committee) established for the purposes of achieving the expressly stated objectives of the Residential Code;

Constitution means the constitution of Sandhurst Club Ltd ACN 083 191 364;

Developer means the companies comprising the Sandhurst Developments Joint Venture as the original owner and developer of the lots on the Plan of Subdivision or its assignee;



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

Golf Cart Information Sheet means the Sandhurst Club Information Sheet IS-15 (as amended from time to time), a copy of which is available from the Sandhurst Club Ltd Architectural Review Committee on request;

Golf Course means the golf course/s situated on land adjoining or in the vicinity of the Plan of Subdivision;

Golfside Lot means a Lot adjacent to the Golf Course/s;

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

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

Member means a member of Sandhurst Club Ltd who is the owner and shareholder of any Lot or a Sub Lot on the Plan of Subdivision;

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

Plant Exclusion List means the Plant Exclusion List contained in Sandhurst Club Information Sheet IS-16 (as amended from time to time), a copy of which is available from the Sandhurst Club Ltd Architectural Review Committee on request;

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 Sandhurst Club Ltd Architectural Review Committee;

Residence means one permanent non-transportable single private residence;

Residential Code means this Sandhurst Club Ltd Residential Code;

Residential Design Guidelines means the 'Sandhurst Club Homeowner Building Code - Residential Design Guidelines' for the design, development and use controls for all Lots on the Plan of Subdivision (a copy of which is available for inspection from Sandhurst Club Ltd on request), as amended from time to time by the Sandhurst Club Ltd Architectural Review Committee for the purposes of achieving the expressly stated objectives set out in Rule 1.1 above contained in Schedule 2;

Rule means a rule contained in this Residential Code;

Sandhurst Club Ltd Architectural Review Committee 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 Residential Design Guidelines;



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Sandhurst Club means the Sandhurst Club residential golf estate operated by Sandhurst Club Ltd and which includes all Lots or Sub Lots within the Plan of Subdivision and the Golf Course;

Sandhurst Club Ltd means Sandhurst Club Ltd ABN 61 083 181 364 of 75 Sandhurst Boulevard Skye Vic 3977;

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;

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

Visible Areas means all ground areas of a Lot which are visible from the street frontage of that Lot;

Watercourse includes a lake, creek, river, drain, dam or other similar water storage or watercourse area; and

Watercourse Lot means a Lot adjacent to a Watercourse.

3. DEVELOPMENT OF A LOT

Each Member of Sandhurst Club Ltd **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;

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 Sandhurst Club Ltd Architectural Review Committee;

3.3 Maintenance

maintain the Lot and the nature strip by the regular watering and cutting of grass and keeping the Lot and the nature strip in a safe and tidy condition to the satisfaction of the Sandhurst Club Ltd Architectural Review Committee prior to, 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 an incorporated garage and any necessary outbuildings (subject to approval) and improvements other than those Lots which are Designated Medium Density Lots;



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

3.6.1 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 Rule includes the external walls but excludes garages, verandahs and other enclosed areas

3.6.2 garage

contains a garage making provision for fully enclosed and covered parking accommodation of not less than two motor vehicles, unless otherwise agreed to in writing by the Sandhurst Club Ltd 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 in accordance with the provisions of the Residential Design Guidelines;

3.6.3 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 Sandhurst Club Ltd Architectural Review Committee before commencement of construction of a Residence;

3.6.4 security system

includes the supply and installation of a security monitoring system approved by Sandhurst Club Ltd 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 Sandhurst Club Ltd Architectural Review Committee) by or on behalf of Sandhurst Club Ltd, and

3.6.4.2 approved of in writing by the Sandhurst Club Ltd Architectural Review Committee;

3.7 No Works without Approval of Plans and Specifications

not commence any works on a Lot, including any alterations, additions or renovations to a Residence on a Lot, unless and until plans and specifications of such works have been submitted to and approved of in writing by the Sandhurst Club Ltd Architectural Review Committee and payment of the Bond amount is



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received and receipted by the Sandhurst Club Ltd Community Relations Manager. All plans submitted for approval by the Sandhurst Club Ltd Architectural Review Committee must be of a minimum A3 size. Only original A3 size plans (or larger) will be approved by the Sandhurst Club Ltd Architectural Review Committee;

3.8 Recycled Water Connection

ensure that any Residence constructed on the Member's Lot includes fittings and connections to the Sandhurst Club recycled water system, as specified by the relevant authorities, to allow toilet flushing and garden irrigation to use recycled water provided within the Sandhurst Club;

3.9 Optical Fibre Network Connection

ensure:

3.9.1 that any Residence constructed on the Member's Lot is wired for connection to the Sandhurst Club optical fibre communications network in accordance with the specifications established by the Sandhurst Club Ltd Architectural Review Committee from time to time and the information set out in the Communications Network Specifications Information Sheet; and

3.9.2 that such wiring is installed by a contractor approved or authorised by Sandhurst Club Ltd Architectural Review Committee;

3.10 Residential Design Guidelines

comply with the Residential Design Guidelines as set out in Schedule 2;

3.11 Builders' Site Use Guidelines

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

3.12 Regular Inspection of Works

allow a representative of Sandhurst Club Ltd Architectural Review 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 Residential Code;

3.13 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 Sandhurst Club Ltd Architectural Review Committee;



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3.14 Cease Construction on Demand

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

3.15 Enforcement Costs

pay all costs incurred by Sandhurst Club Ltd in respect of the enforcement of this Residential Code and the Residential Design Guidelines in respect of the Member's Lot.

4. DESIGNATED MEDIUM DENSITY LOTS

Notwithstanding Rule 3 of this Residential Code, a Developer Member (as defined in the Constitution) of a Designated Medium Density Lot can subdivide the Designated Medium Density Lot provided that the Developer 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 Sandhurst Club Ltd Architectural Review Committee 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; and
- 4.3 otherwise complies with the provisions of the Constitution and this Residential Code (except for such exemptions as the Sandhurst Club Ltd Architectural Review Committee may grant) for each Sub Lot and such other requirements as the Sandhurst Club Ltd Architectural Review Committee may reasonably impose in respect of each Sub Lot.

5. RESTRICTIONS ON DEVELOPMENT OF A LOT

Each Member of the Sandhurst Club Ltd **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 Sandhurst Club Ltd Architectural Review Committee;

5.2 Restrictions on Certain Kinds of Fences

5.2.1 construct any fence other than a fence approved in the Residential Design Guidelines;

5.2.2 construct any fence forward of the building up to the building frontage setback line unless such fence is approved of in writing by the Sandhurst Club Ltd Architectural Review Committee;



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- 5.2.3 on any Lots with boundaries adjoining more than one road, construct any fence unless such fence is approved of in writing by the Sandhurst Club Ltd Architectural Review Committee; and
- 5.2.4 on any Lots with boundaries on more than one road, remove the whole or any part of a fence erected by the Developer fence (as specified in the Residential Design Guidelines) to create any form of access from the road to the Lot or to 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 Rule;

5.3 Prohibition on Certain Sheds

construct any storage or other shed on a Lot without the written approval of the Sandhurst Club Ltd Architectural Review Committee. Approval will not be given for any shed 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 nor effectively screened from public view.

5.4 Restrictions on Equipment

install any air conditioning or evaporative cooler on a Lot unless the following applies:

- 5.4.1 it is contained wholly within a Residence on that Lot below the ridgeline of the roof and is of similar colour to the roof; and
- 5.4.2 wherever possible not to be visible from the street frontage of that Lot

and that otherwise complies with the Residential Design Guidelines;

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 and that otherwise complies with the Residential Design Guidelines;

5.6 Restrictions on Installation of Clothesline/Rainwater Tank

install:

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



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- 5.6.2 a rainwater tank on a Lot except in accordance with the manufacturer's instructions, in a location on that Lot which is not visible from adjoining public areas and with the prior written approval of the Sandhurst Club Ltd Architectural Review Committee;

and that otherwise complies with the Residential Design Guidelines; and

5.7 Restrictions on Television Antenna/Radio Antenna/Satellite Dishes

install a television or radio antenna or satellite dish on a Lot unless it is:

- 5.7.1 located at the rear of a Residence on that Lot;
- 5.7.2 approved in writing by the Sandhurst Club Ltd Architectural Review Committee; and
- 5.7.3 one of the following applies:
- 5.7.3.1 the installation is contained within the roof space between the ceiling of such Residence and the underside of the roof of such Residence; or
 - 5.7.3.2 the installation is screened or not visible from public view.

6. RESTRICTIONS ON OCCUPATION OF A LOT

Each Member of Sandhurst Club Ltd **must do** and ensure that the following is done in relation to the use and occupation of each Lot of that Member:

6.1 Prompt Occupation of a Residence

- 6.1.1 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 Sandhurst Club Ltd Architectural Review Committee; and
- 6.1.2 supply to the Sandhurst Club Architectural Review Committee a copy of the Certificate of Occupancy upon completion of the dwelling.

6.2 Construction of Driveway

complete construction of a driveway to the crossover between the road and the parking area on a Lot in accordance with the Residential Design Guidelines and any requirements of the Sandhurst Club Ltd Architectural Review Committee and Frankston City Council, prior to occupation of a Residence on that Lot;

6.3 Landscaping of a Lot

commence the proper landscaping of all 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;



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6.4 Construct Fences & Garages

construct or install approved fences (and/or garages if the garage wall forms part of the boundary fence) in accordance with the Residential Design Guidelines;

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

Each member of Sandhurst Club Ltd **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 Residential Code, unless Sandhurst Club Ltd is reasonably satisfied that one of the following applies:

- 7.1 the Member is selling that Lot to a relative of the Member. The term "relative" for the purposes of this Rule means a person defined in section 3 of the *Duties Act* 2000 (Vic);
- 7.2 the Member is forced to sell that Lot for one of the following reasons:
 - 7.2.1 the financial indebtedness of a Member or a relative of a Member;
 - 7.2.2 the death of a Member or a relative of a Member;
 - 7.2.3 a Member is no longer able to live in the State of Victoria or
- 7.3 the Member is a registered builder who is selling a house and land package before or during construction of a Residence; or
- 7.4 any other reason accepted by the Sandhurst Club Ltd;

PROVIDED ALWAYS that the Member has provided a written statement (in the form stipulated from time to time by Sandhurst Club Ltd) to the Sandhurst Club Ltd or its manager fully stating the circumstances and that the Sandhurst Club Ltd has confirmed in writing that it is reasonably satisfied as to the contents of that statement before any sale proceeds.

- 7A A Member who is permitted to sell a Lot pursuant to Rule 7 must have paid to Sandhurst Club Ltd the sum of \$450 (plus GST) being the expenses of Sandhurst Club Ltd in processing the house plans to be prepared for consideration by the Sandhurst Club Ltd Architectural Review Committee.
- 7B A Member who is granted consent by Sandhurst Club Ltd to sell their Lot within 2 years of the settlement date of their Lot without completing construction of a Residence on that Lot must, upon such approval being granted by Sandhurst Club Ltd, pay to Sandhurst Club Ltd an amount equivalent to 2 years Subscription Fees.



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- 7C If a Member sells, transfers or otherwise disposes of their Lot, the Member must also ensure that they also transfer to their purchaser, transferee or disponent their Resident Membership applicable to the Member's Lot in accordance with Clause 13.2 of the Constitution.

8. AMENITY CONTROLS

Each member of the Sandhurst Club Ltd **must not** do any of the following:

8.1 No Breach of Homeowner Residential Design Guidelines

breach any provisions of the Residential Design Guidelines on a Lot or in the vicinity of a Lot;

8.2 Restrictions on Carparking

8.2.1 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 and utilities), caravans, trailers, boats or any other mobile machinery unless such vehicles are housed or contained wholly within a carpark or garage on a Lot;

8.2.2 park or store any type of vehicle on your nature strip (registered or unregistered or parts thereof).

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, repairs or restorations of any vehicle, caravan, boat, trailer or other mobile machinery 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 consent in writing of the Developer or Sandhurst Club Ltd has been first obtained (whether or not a Residence has been constructed on the Lot).

8.5 No Shared Fencing

if a Lot adjoins a public reserve, road, lake, waterway 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, waterway or the Golf Course;

8.6 Not plant or grow certain plants or vegetation

plant nor allow any plant or vegetation listed in the Plant Exclusion List to be planted or grow on a Lot or in the vicinity of a Lot;



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8.7 Not Neglect Maintenance

neglect (as determined by the Sandhurst Club Ltd Architectural Review Committee) the maintenance and care of the following:

- 8.7.1 any Residence or garage, or outbuildings constructed on a Lot;
- 8.7.2 any gardens, landscaping or other open areas on a Lot which are visible to the public; and
- 8.7.3 the nature strip area contiguous with the Lot.

8.8 Fencing

- 8.8.1 alter or remove any fence without Sandhurst Club Ltd Architectural Review Committee'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;

8.9 Golf Carts

- 8.9.1 use a golf cart within the Sandhurst Club development, including but not limited to all roads and paths within the Sandhurst Club development, without first having entered into a 'Golf Cart Licence' with Sandhurst Club Limited for the operation of a golf cart within the Sandhurst Club development;
- 8.9.2 operate a golf cart with the Sandhurst Club development that is not in sound working condition;
- 8.9.3 operate a golf cart within the Sandhurst Club development unless the golf cart is powered only by an electric motor;
- 8.9.4 use or operate a golf cart except in accordance with the requirements set out in the Golf Cart Information Sheet; and
- 8.9.5 house a golf cart at the Member's Residence except in accordance with the Residential Design Guidelines and Golf Cart Information Sheet.

9. GOLFSIDE LOTS

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



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9.1 No Claim for Loss or Damage

take any action or make any claim against the Developer or the owner of the Golf Course/s or any subsequent owner or manager of the Golf Course/s or Sandhurst Club Ltd 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 Sandhurst Club Ltd Architectural Review Committee (**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 steps down over a distance of not less than 2 fencing panels to the same height of the Golf Course Fence at the point where the boundary fence joins the Golf Course Fence and in accordance with the fencing policy contained in the Residential Design Guidelines and any information sheet distributed by Sandhurst Club Ltd.



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10. WATERCOURSE LOTS

- 10.1 Each Member of the Sandhurst Club Ltd must not take any action or make any claim against the Developer or any future owners or managers of a Watercourse within the Sandhurst Club development or the Sandhurst Club Ltd for any loss or damage suffered by a Member arising from the following:
- 10.1.1 the proximity of a Watercourse Lot to the Watercourses; and
 - 10.1.2 any inconvenience, danger or potential hazard in occupying a Watercourse Lot arising from the following:
 - 10.1.2.1 the maintenance of the Watercourses and the waterway edges; and
 - 10.1.2.2 the use of the Watercourse for any recreational purpose.
- 10.2 Each Member must not erect a jetty or a boat mooring structure on or in the vicinity of the Watercourse.
- 10.3 Each Member must not construct any fence over any easement created adjoining the Watercourse.
- 10.4 Each Member must ensure that any gate erected on a Watercourse Lot is kept closed and locked when not in use.

11. SANDHURST CLUB LTD - PROVISION OF SERVICES AND LEVIES

Each Member of the Sandhurst Club Ltd agrees and acknowledges that:

- 11.1 the Sandhurst Club Ltd will provide the following services:
- 11.1.1 operate or cause to be operated a security monitoring system covering the Residence on each Lot and Sub Lot which 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 Sandhurst Club Ltd with the relevant authorities), the maintenance, repair and improvement of the Watercourse at the cost of the Sandhurst Club Ltd;
 - 11.1.3 the construction, repair and maintenance of such landscaping within the Plan of Subdivision as the Sandhurst Club Ltd is responsible for;
 - 11.1.4 any other service or facility provided by the Sandhurst Club Ltd for the benefit of Members which is consistent with the stated objectives of this Residential Code; and
 - 11.1.5 construct, repair and maintain any private roads, reserves and other areas set aside for use by Members;



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- 11.2 the provision of such services by the Sandhurst Club Ltd will be paid for by all Members. The fees for some or any of the works referred to in Rule 11.1.5 may be paid by members into a sinking fund;
- 11.3 in the event that the Member fails to comply with Rule 3.1, the Members agree that:
- 11.3.1 the Member shall pay an additional Sandhurst Club Ltd charge of \$200 per month for the first 6 months that the Member is in breach of Rule 3.1;
- 11.3.2 the Member shall pay an additional Sandhurst Club Ltd charge of \$350 per month for the following 6 months that a Member is in breach of Rule 3.1; and
- 11.3.3 the Member shall pay an additional Sandhurst Club Ltd of \$500 for each and every month thereafter the member is in breach of Rule 3.1
- 11.4 in the event that the Member fails to comply with Rule 8.4, the Members agree that:
- 11.4.1 the Sandhurst Club Ltd, 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
- 11.4.2 the Sandhurst Club Ltd is entitled to recover the entire costs of removing the sign, boarding or advertising from the Member who owns the Lot;
- 11.5 in the event that the Member fails to comply with the Builders' Site Use Guidelines and any notice served upon the Member by Sandhurst Club Ltd in accordance with these Rules, the Member agrees that:
- 11.5.1 the Sandhurst Club Ltd is entitled to enter upon the Lot and clean up the Lot in accordance with the Builders Site Use Guidelines; and
- 11.5.2 the Sandhurst Club Ltd is entitled to recover the entire costs of cleaning up of the Lot (plus the applicable breach deduction payment set out in Schedule 3) from the Member who owns the Lot on the basis that such costs are a Sandhurst Club Ltd charge for which the Member solely benefits and is solely responsible for the payment of; and
- 11.6 the Developer shall not be liable for payment of any Sandhurst Club Ltd charges in respect of any Lots on the Plan of Subdivision, nor shall any Lots owned by the Developer be levied with such Sandhurst Club Ltd 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 Sandhurst Club Ltd for so long as the Lot remains in the ownership of the Developer.



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12. MEMBERS' RESIDENTS COMMITTEE

- 12.1 Subject to 12.4, the Developer may appoint a committee of Members (**Members' Consultative Committee**) comprising of at least four Members with whom the Developer may consult in respect of issues arising from time to time out of the Residential Code, including the enforcement of the Residential Code and any proposed changes to the Residential 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 Sandhurst Club.

13. DISPUTE RESOLUTION

In the event of a dispute about compliance by a Member with the Residential Code, including the Residential Design Guidelines, the decision of the Sandhurst Club Ltd Architectural Review Committee is final and binding upon the Member. No Member has a right to appeal against, may seek a review of or otherwise challenge a decision of the Sandhurst Club Ltd Architectural Review Committee.

14. NON-COMPLIANCE

- 14.1 **If the Member is in breach of any part of this Resident Code and fails to remedy the Breach after having been issued with notification of the breach, Sandhurst Club Ltd may issue the Member with a Penalty Notice and associated monetary fine. The fines will be determined by Sandhurst Club Ltd from time to time. If the Member fails to pay the fine within 30 days, it will e a debt to Sandhurst Club Ltd and can be recovered in accordance with the provisions of the Sandhurst Club Ltd Constitution.**
- 14.2 If a Member has not complied with this Residential Code within the period specified (having regard to the nature and extent of the non-compliance) in any notice issued by the Sandhurst Club Ltd specifying any non-compliance, the Member agrees to the following:
- 14.2.1 allow the Sandhurst Club Ltd, its employees, contractors, or agents to enter the Lot and rectify the non-compliance at the cost of the Member;
- 14.2.2 if the Sandhurst Club Ltd exercises its power to rectify non-compliance, pay to the Sandhurst Club Ltd any charges levied against the Member in respect of the costs incurred by Sandhurst Club Ltd relating to the non-compliance including but not limited to the administrative costs, legal



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- 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;
- 14.2.3 accept a certificate signed by the Secretary of the Sandhurst Club Ltd as prima facie proof of the costs and expenses incurred by the Sandhurst Club Ltd to rectify the Member's non-compliance with this Residential Code;
- 14.2.4 pay interest at the rate of 2% above the rate prescribed under the Penalty Interests Rates Act 1983 on all moneys outstanding under this Residential Code until they are paid;
- 14.2.5 agree that any payments made for the purposes of this Residential Code shall be appropriated first in payment of any interest and any unpaid costs and expenses of the Sandhurst Club Ltd and then be applied in repayment of the principal sum;
- 14.2.6 to pay the relevant breach deduction payment to Sandhurst Club Ltd as set out in Schedule 2.
- 14.3 If a Member has not complied with this Residential Code within 14 days after service of a notice from the Sandhurst Club Ltd pursuant to the preceding Rule, the Sandhurst Club Ltd may take action in a Court of competent jurisdiction to compel the Member to comply with this Residential Code.



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SCHEDULE 1

BUILDERS' SITE USE GUIDELINES

1. All Members have an obligation to keep the whole of Sandhurst Club tidy.
2. It is the Member's responsibility during the construction phase of a Residence on a Lot to inform the builder of the contents of these Builders' Site Use Guidelines and the Breach Deduction Schedule.
3. A Member and its builder must comply with any notice issued by or on behalf of Sandhurst Club Ltd specifying breaches of the Builders' Site Use Guidelines and rectify such breaches.
4. A Member and its builder must allow the site to be inspected by a Sandhurst Club Ltd representative at regular intervals during construction.
5. Prior to commencement of construction of any building work a Member or a Member's representative must notify Sandhurst Club Ltd in writing of any damage already existing to any:
 - 5.1 Footpath;
 - 5.2 Kerb and channel;
 - 5.3 Nature strip;
 - 5.4 Vehicle crossing;
 - 5.5 Street trees;
 - 5.6 Drainage pits and/or
 - 5.7 Other assets vested in Sandhurst Clubwhich is on or adjacent to the land which is under construction and likely to be affected by the construction works.
6. It is the Members responsibility to ensure the builder and builder's contractors comply with the following items during the construction of a Residence:
 - 6.1 All building materials, site sheds, plant and equipment **MUST** be contained within the property boundaries and **NOT** on the nature strip, footpath, roadway or neighbouring properties **UNLESS** permission is sort by Sandhurst Club Limited and/or owners of neighbouring properties.
 - 6.2 A dog (or other animal) taken onto a building site must be on leads, registered and not create a noise or nuisance.



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- 6.3 When transporting waste from the building site, ensure all loads are secured to prevent litter blowing from vehicles.
 - 6.4 Protect from damage all landscaped areas, including nature strips, trees, garden beds and signage.
 - 6.5 Fires are not permitted on any property.
 - 6.6 Be considerate to surrounding neighbours. Noise regulations state that operating times for building sites are as follows:
 - 6.6.1 Monday – Friday 7am – 8pm
 - 6.6.2 Weekends and Public Holidays – 9am – 8pm
 - 6.7 Builders and builder's contractors must prevent mud and dirt from being carried by vehicles from building site onto adjoining roads.
 - 6.8 Builders and builder's contractors must manage the site to minimise the risk of stormwater pollution and prevent cleanup or washdown of wastes or soil being discharged into the stormwater system.
 - 6.9 Builders and builder's contractors **MUST** not deposit onto any land not under their control any site refuse, building materials, soil or waste.
7. All Members must also ensure that any builder and/or contractor engaged by the Member complies with the Frankston City Council 'Building and Works Code of Practice' applicable to all building sites and building works within the Frankston City Council municipal area. Rules 1 to 6 of this Schedule 1 apply to the extent of any inconsistency with the Frankston City Council 'Building and Works Code of Practice'.



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SCHEDULE 2

RESIDENTIAL DESIGN GUIDELINES



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SCHEDULE 3

SANDHURST CLUB LTD BREACH DEDUCTION PAYMENTS

Breach Deduction Schedule

- 1st offence in breach of the Builders' Site Use Guidelines or causing damage to areas with Sandhurst Club, the offender will incur a breach deduction amount of \$100 (+GST) plus the cost of repair to the damaged area.

- 2nd offence in breach of the Builders' Site Use Guidelines or causing damage to areas with Sandhurst Club, the offender will incur a breach deduction amount of \$200 (+GST) plus the cost of repair to the damaged area.

- 3rd and subsequent offences in breach of the Builders' Site Use Guidelines or causing damage to areas with Sandhurst Club, the offender will incur a breach deduction amount of \$500 (+GST) plus the cost of repair to the damaged area.