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Contents

1 Composition of this Site Agreement 1
2 Commencement of Site Agreement 2
3 The Site 3
4 Site Rental 3
5 Use of the Site and the Park 10
6 Assignment and renting the Home 28
7 Insurance, Release and Indemnity 29
8 Rules for the Park 31
9 Dealing with the Park Land 31
10 Transfer of Park Land 32
11 Park Development 33
12 Supply of Energy Services 39
13 Document Acknowledgment and HSA 39
14 Default and Termination 39
15 Dispute Resolution 40
16 Park Management 40
17 GST Inclusive 41
18 No Caveats 41
19 Park Owner's IP 41
20 Liquor Licensing 43
21 Marketing of Park 44
22 Privacy 44
23 Notice of Issues 44
24 Exclusions 45
25 Trustee Limitation 45
26 General Terms 46
27 Definitions and Interpretation 48
Schedule 1 - Discretionary Rights 62
Schedule 2 – Additional Services 68

Annexure A to Site Agreement: Special Terms
Annexure B – Site Plan
Annexure C –Staging Plan
Annexure D - Common Facilities Staging Plan
Annexure E – RV Parking Area
Annexure F – Frontage Plan

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Annexure A to Site Agreement: Special Terms

To the Home Owner: *The Home Owner should take informed advice about the terms of this Site Agreement and the Act. The Home Owner acknowledges that Disclosure Documents given to the Home Owner before it signed this Site Agreement contain information about this Site Agreement and the Park.*

1 Composition of this Site Agreement

1.1 This Site Agreement

(1) These Special Terms are part of the Site Agreement (as defined under section 14 of the Act) between the Park Owner and the Home Owner for the Site. They are referred to in Part 2 of the Form 2.

(2) This Site Agreement comprises (as required by the Act):

(a) the Form 2;

(b) the Standard Terms; and

(c) these Special Terms.

(d) terms included in this Site Agreement under Section 19 of the Act – including the Park Rules – called **the Incorporated Terms**.

To the Home Owner: *Information about the terms included in this Site Agreement under Section 19 of the Act, is set out in Part 3 of the Form 2 – in sections 1 to 4.*

1.2 How does this document work with the Act?

(1) These Special Terms and the other provisions of the Site Agreement have been written to be consistent with the Act.

(2) A Special Term may be void or otherwise unenforceable to the extent it is inconsistent with the Act.

(3) If a Special Term is inconsistent with the Act then the relevant Special Term must be read down to the extent possible to comply with the Act and be given effect.

(4) The Home Owner acknowledges that each Special Term is taken to be subject to the Act even if this is not expressly stated in a Special Term.

(5) If for any reason the Act is changed or replaced so that it no longer makes Incorporated Terms part of this Site Agreement, then the

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Incorporated Terms at the Commencement Date will be taken to continue to be included in this Site Agreement unless any replacement Law requires otherwise.

1.3 **Incorporated Terms**

(1) Incorporated Terms are included in this Site Agreement.

(2) The Park Owner and the Home Owner must comply with all Incorporated Terms of this Site Agreement.

(3) A failure by either party to comply with the Incorporated Terms is a breach of this Site Agreement.

1.4 **Other Changes of Law**

(1) The Home Owner and Park Owner acknowledge that, at the date of the Home Sale Agreement, the Act has been amended by the Amending Act and that further amendments to the Act may commence or have commenced on or after the Commencement Date as a result of the Amending Act.

(2) Without limiting Special Terms 26.1 or 26.2, the Home Owner agrees to any changes to this Site Agreement required by the Park Owner to ensure this Site Agreement complies with the requirements of the Act as it may be amended or further amended at or after the Commencement Date as a result of the Amending Act.

(3) The Park Owner may put to the Home Owner a variation document to vary this Site Agreement to ensure it complies with the Act as amended by the Amending Act and which the Home Owner must execute where this Special Term 1.4 applies. If the Act as amended by the Amending Act provides for:

(a) more than one way to comply with the Act in respect of a particular matter; or

(b) an election between particular terms or types of terms that may be included in this Site Agreement;

(c) conditions that can or must be included in a site agreement as a precondition to other terms applying or being enforceable,

the Park Owner may determine how those matters are to be addressed in this Site Agreement and a variation to this Site Agreement – for example, if the Amending Act introduces prescribed ways a Park Owner may increase site rental (by regulation or otherwise) the Park Owner may choose which basis for increase or review is to apply to this Site Agreement.

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(4) Any dispute as to whether the terms of the amendment the Park Owner proposes are required to ensure compliance with the Act may be determined under the "Negotiation" provisions of Part 17, Subdivision 2 of the Act, in the first instance, or by application to the tribunal as provided for in section 22 of the Act.

2 Commencement of Site Agreement

2.1 This Site Agreement commences on the date shown in Part 1 Section 4 of the Form 2 and continues until it is terminated in a way permitted by the Act.

3 The Site

3.1 The Site is the site described in Part 1 Section 3 of the Form 2.

4 Site Rental

4.1 Payment of Site Rent and Other Charges

(1) From the Commencement Date, the Home Owner must pay:

(a) the Site Rent (as reviewed under this Site Agreement) to the Park Owner in the manner and at the times specified in Part 1 of the Form 2; and

(b) Utility Charges in accordance with this Site Agreement; and

(c) Additional Charges under this Site Agreement, if applicable.

(2) If the Home Owner does not make a payment of the Site Rent or Additional Charges when due, or if a payment by the Home Owner is dishonoured, the Home Owner must pay (in addition to the original Site Rent or Additional Charges payable, as applicable):

(a) any fees or charges incurred by the Park Owner as a result of that failure; and

(b) interest at the Stipulated Rate (if required by the Park Owner) on the amount owed, calculated daily from the date that the relevant payment was due until the payment is made.

To the Home Owner: *The following Special Terms deal with increases to Site Rent. The Home Owner should read Part 1, section 13 of the Form 2 which contains references to sections in the Act governing the rights and obligations of the Park Owner and Home Owner for Site Rent increases.*

4.2 Site Rent General Increase

(1) This Special Term 4.2 sets out the basis for working out the amount of an increase in the Site Rent as prescribed by the Act.

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(2) The Site Rent will be increased by review:

(a) on each General Increase Day that is not a Market Review Date, in accordance with the formula in Special Term 4.2(3); and

(b) subject to Special Term 4.2(4) and only where market reviews are permitted at Law, on each General Increase Day that is a Market Review Date, by market review in accordance with Special Terms 4.2(4) to 4.2(7) inclusive.

(3) On each General Increase Day, that is not a Market Review Date, the Site Rent will be varied (where the Owner gives a general increase notice in accordance with the Act) to be an amount equal to A in the formula:

A = SR x [(B/C) + 0.05]

Where:

(a) SR is the Site Rent payable immediately before the relevant General Increase Day.

(b) B is the CPI number for the quarter ending immediately before the relevant General Increase Day.

(c) C is the CPI number for the quarter ending 12 months before the relevant General Increase Day.

Example: Where:

(a) *SR = $235 per week (being the current Site Rent)*

(b) *B = 112 (being the CPI number immediately before the relevant General Increase Day)*

(c) *C = 110 (being the CPI number 12 months before the relevant General Increase Day)*

Site Rent would be varied to $251.02 per week (being $235 x [(112/110) + 0.05].

(4) The Park Owner acknowledges that the Amending Act amended the Act to prohibit review of the Site Rent by a market review mechanism. Consequently, the Park Owner acknowledges that the Park Owner cannot undertake or require a market review of Site Rent under this Site Agreement at any time while the Act prohibits a market review. If the Act is further amended to allow market reviews of site rents, then the Park Owner may by notice to the Home Owner, elect to require a market review of the Site Rent:

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(a) as may then be permitted at Law;

(b) at a frequency of not less than 3 year intervals during the currency of this Site Agreement;

(c) on the basis that the first market review that can be required by the Park Owner must be scheduled to occur no earlier than the next General Increase Day that is at least 12 months after the Park Owner gives notice under this Special Term 4.2(4) of the requirement for a market review to apply,

and where this Special Term 4.2(4) applies (and only where market reviews are permitted at Law), the Park Owner may for each General Increase Day that is a Market Review Date, (where the Owner gives a general increase notice or other required notice in accordance with the Act) undertake a market review of the Site Rent within the Market Review Period and notify the Home Owner of its election.

(5) Where (but only where) Special Term 4.2(4) applies, the Park Owner must comply with the Act in relation to consultation with interested entities for preparing any valuation for the market review of the Site Rent where such consultation is required under the Act.

(6) If (but only where Special Term 4.2(4) applies), the Home Owner does not dispute the proposed increased Site Rent stated in a general increase notice given under Special Term 4.2(4) for a market review of the Site Rent, then the increased Site Rent as stated in the relevant general increase notice will be payable from the applicable General Increase Day.

(7) If (but only where Terms 4.2(4) applies), the Home Owner disputes the proposed increased Site Rent stated in the general increase notice given under Special Term 4.2(4) for a market review of the Site Rent in accordance with the Act, then the increased Site Rent payable from the applicable General Increase Day will be the amount determined under dispute resolution processes under the Act.

(8) If a dispute referred to in Special Term 4.2(7) is not resolved by the next subsequent General Increase Day and the Park Owner wishes to increase the Site Rent again on that next General Increase Day, then for the purpose of calculating that subsequent increase, the Site Rent payable immediately before the next subsequent General Increase Day will be the disputed Site Rent amount proposed by the Park Owner.

(9) If the Tribunal subsequently determines in resolving the dispute referred to in Special Term 4.2(7) that an adjustment to be made to the Site Rent the subject of that prior Site Rent review, the Site Rent calculated for next subsequent General Increase Day and any associated notice issued by the Park Owner to the Home Owner for

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the subsequent increase, must reflect the adjustment ordered by the Tribunal.

(10) The Park Owner does not intend by inclusion of Special Term 4.2(4) (and related references to it) to avoid or contract out of the prohibition on market reviews of site rents as introduced by the Amending Act. The Park Owner's intention is only to allow for site rent reviews by market if in the future the Law permits that to be done and not otherwise, and to that extent Special Term 4.2(4) is clearly expressed to only have application if the Law permits the inclusion of a market review mechanism for review of the Site rent under this Site Agreement and the Park Owner further acknowledges that in the future changes to the Act may include transitional provisions that prevent this Site Agreement including terms permitted under any subsequent changes to the Act or other Laws.

(11) If the increase to Site Rent under this this Special Term 4 exceeds any limit on increases permitted under the Act, the relevant increase in Site Rent will be the maximum amount permitted under the Act in lieu of the amount determined under this Special Term 4. If the Park Owner can choose the basis on which an increase in Site Rent is permitted under the Act in the alterative to or substitution for a method specified in this Special Term 4, the Park Owner may (to the extent allowed by the Act) elect to adopt any alternate or substitute method for increasing Site Rent under this Site Agreement as though it were specified in this Site Agreement and require the Home Owner to acknowledge the incorporation of that method in this Site Agreement in writing.

4.3 General Increase Notice

(1) For any increase in Site Rent under this Special Term 4, the Park Owner must (without limiting any other right or obligation stated in this Special Term 4) give the Home Owner a general increase notice under section 69E of the Act and in the time frame specified by section 69E of the Act.

(2) If the basis for the increase in Site Rent is a market review proposed by the Park Owner (but subject always to a market review being permitted under the Act), the general increase notice must include any matters required to be included by the Act.

4.4 Obligation to Pay Pending Determination

(1) Until the increased Site Rent is determined under this Special Term 4 and in accordance with the Act, the Home Owner must pay the Site Rent at the rate payable under this Site Agreement immediately before the applicable General Increase Day to which the review relates.

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(2) Within 14 days of the determination of the Site Rent, an adjustment will be made, if required, as between the Home Owner and the Park Owner to reflect the increased Site Rent payable from the applicable General Increase Day, with payment to, or crediting by, the Park Owner for any deficiency or excess (as applicable) of the Site Rent for the relevant period from the General Increase Day.

4.5 **Death or Departure of Home Owner or Authorised Occupant**

It is not a ground to vary the Site Rent or Utility Charges payable under this Site Agreement if there is a decrease in the number of persons authorised to live in the Manufactured Home or the Park, or if the Home Owner dies or ceases to occupy the Manufactured Home in the duration of this Site Agreement., Nothing in this Special Term 4.5 limits any right of the Home Owner under the Act to terminate this Site Agreement.

4.6 **Utility Services**

(1) The Home Owner acknowledges that Utility Services, whether separately measured or not, are not included in the Site Rent.

(2) The Home Owner must pay Utility Charges for the Site to the relevant Authority or provider of the Utility Service (as applicable) by the due date.

(3) If supply of the Utility Services to the Site is not separately metered at the Commencement Date, and the Park Owner wishes to install separate meters, the Park Owner will pay the cost of installing a measuring device or meter to measure the consumption of the Utility Services at the Site. The Home Owner must allow the Park Owner to install the device or meter on the Site and have access to do so.

4.7 **General Costs**

The Home Owner is liable for and agrees to reimburse the Park Owner, on demand, for the Park Owner's reasonable costs and expenses (including solicitor's costs) for:

(1) considering, approving or supervising anything requiring the Park Owner's consent under this Site Agreement; and

(2) anything the Park Owner does to enforce this Site Agreement or because the Home Owner breaches this Site Agreement.

4.8 **Additional Services**

(1) The Park Owner may, for the duration of this Site Agreement, offer or procure the offer of Additional Services for the benefit of Residents.

(2) Residents, including the Home Owner, are not obliged to accept or take up any offer of Additional Services and can choose to seek

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services in the nature of Additional Services from any other supplier or provider of those types of services.

(3) The Park Owner may set charges applicable to the provision of Additional Services and may vary those charges from time to time. Charges are payable on a "user pays" basis by those Residents that elect to receive Additional Services. Charges for Additional Services may include a margin in addition to the cost to provide or procure the provision of the relevant Additional Services.

(4) The Park Owner, Park Manager or a third party that provides the Additional Services may require Residents to enter into separate agreements about the supply or provision of the relevant Additional Services as a condition of that supply or provision and to deal directly with third party providers of those Additional Services (in which case the Park Owner will offer reasonable assistance to facilitate those dealings).

(5) The Home Owner must pay any Additional Services charges when due and payable under the terms on which those Additional Services are supplied or provided (if not set out in Schedule 2).

(6) The cost to the Park Owner of providing or procuring the supply or provision of Additional Services may be affected by a number of factors, including:

(a) changes to the availability of an Additional Service where provided by a third party or to costs of the third party provider;

(b) the cost and availability of staff and labour generally;

(c) the cost of supplies and materials used for Additional Services;

(d) the impacts or requirements of Laws, Authorities and Approvals (and changes to any of them) on the supply or provision of Additional Services;

(e) general economic and market conditions that affect the supply or provision of Additional Services;

(f) other matters outside the control of the Park Owner or any other third party provider of Additional Services,

and charges for those Additional Services may reflect, and change from time to time to reflect, such factors.

(7) The Park Owner may at any time decide to:

(a) cease providing or procuring provision of a particular Additional Service, including because of matters affecting the

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cost of the Additional Services referred to in Special Term 4.8(7);

(b) change the nature or extent of an Additional Service;

(c) substitute another service for an Additional Service;

(d) procure a change to the provider of an Additional Service,

where the Park Owner determines it is necessary or otherwise reasonably in the Park Owner's interests to do so. The Park Owner will act reasonably in making a determination under this Special Term 4.8(7) but is not obliged to continue to provide or procure provision of an Additional Service at a financial loss to the Park Owner or where it is otherwise not financially or practically feasible to continue to provide or procure provision of the relevant Additional Service.

For example: if a provider of home delivery services for groceries ceases to operate in the locality of the Park, the Park Owner is not obliged to establish its own business for home delivery services or seek another provider if one is not available on no less favourable terms.

(8) The Park Owner will consult reasonably with Residents, (including through the home owners' committee if established) about material complaints or concerns as to the quality of Additional Services or performance of third party providers of Additional Services. However, the Park Owner does not warrant that any particular Additional Service will be available on a continuing basis, or that the quality of any Additional Service or performance of third party providers of Additional Services will be to any particular standard.

(9) The Home Owner releases the Park Owner from any Claims in connection with the Park Owner exercising its rights under this Special Term 4.7 and any matters referred to in Special Term 4.8(8), except to the extent that the Liability to which the Claim relates is caused by the Park Owner's or Park Owner's Agents' negligence or a breach of a contractual duty of care.

(10) The Park Owner may make available, as an Additional Service, access rights to a Vehicle parking facility in the RV Parking Area (for RV Vehicles only). The Home Owner acknowledges:

(a) the RV Parking Area is intended to be developed in accordance with the Staging Plans and may not be available as at the Commencement Date;

(b) the RV Parking Area does will not have capacity to accommodate RV Vehicles for every site in the Park;

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(c) the allocation of rights to use the RV Parking Area by the Park Owner will be on a "first come, first serve" basis and the Park Owner gives no warranty that the RV Parking Area will be available to the Home Owner (if rights have been allocated by the Park Owner to other Residents);

(d) the Park Owner may require any Resident (including the Home Owner) to whom rights of use of the RV Parking Area are given to execute a licence in respect of the use of the RV Parking Area and any specific allocation of a space in the RV Parking Area; and

(e) the rights of use given for the RV Parking Area will not be transferrable or able to be reallocated by a Resident to other Residents in the Park once granted to a particular Resident;

(f) the Park Owner may charge for the provision of rights to use the RV Parking Area (as an Additional Service consistently with Special Term 4.8(3)); and

(g) the Park Rules may regulate the use of the RV Parking Area as a Common Facility, including to address any of the matters referred to in this Special Term 4.8(10).

4.9 Site Rent Special Increase

(1) The Park Owner can propose an increase in Site Rent to cover a Special Cost by providing the Home Owner with a Special Increase Notice, at least two months before the Special Increase Day.

(2) Part 1 of the Form 2, at section 13.4, outlines how an increase to Site Rent is made to account for Special Costs. That process must be complied with by the Park Owner and the Home Owner as terms of this Site Agreement.

(3) If a Home Owner agrees to the proposed increase, the increase is payable from the Special Increase Day or otherwise it will be payable as determined under the processes in the Act to determine a dispute about a Site Rent increase for the relevant Special Cost.

(4) Home Owners who disagree or are taken to disagree with a proposed increase to Site rent to account for Special Costs, are taken to be disputing the Site Rent increase for the relevant Special Cost. If an increase for a Special Cost is disputed, the Park Owner may apply to the tribunal to have the Site Rent increase confirmed.

5 Use of the Site and the Park

5.1 Permitted Use of Site

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(1) For the duration of this Site Agreement, the Site may be used for the location of the Manufactured Home and occupation of the Manufactured Home for residential purposes only.

(2) The Site cannot be used by the Home Owner for the conduct of any non-residential uses or the conduct of a business.

(3) The Common Areas must also only be used by Residents, including the Home Owner, for purposes associated with residential use and for the purposes and manner appropriate to their design.

(4) The Home Owner cannot make any alteration or improvement to the Common Areas that is not approved by the Park Owner and the Park Owner is not obliged to approve any alteration or improvement to Common Areas by any Resident, including the Home Owner.

(5) The Home Owner must secure the Site and the Manufactured Home when the Home Owner is not in occupation.

To the Home Owner: *refer also to the Incorporated Terms for home owners' responsibilities in Part 3, section 2 of the Form 2*

5.2 **Home Owner's General Obligations**

(1) Subject to any applicable Law, the Home Owner must be at least 50 years of age.

(2) Without limiting any other obligation of the Home Owner under this Site Agreement, the Home Owner must comply with the Incorporated Terms comprising Home Owners' responsibilities.

(3) The Home Owner must ensure that its invitees, visitors and contractors observe and comply with the Home Owner's obligations under this Site Agreement to the extent required to ensure the Home Owner does not breach a term of this Site Agreement.

5.3 **Maintenance and Related Obligations**

(1) The Home Owner must maintain and repair:

(a) the Site (other than the Frontage) to the satisfaction of the Park Owner;

(b) Utility Infrastructure in or on the Site that supplies Utility Services to the Site; and

(c) the Manufactured Home as required by the Incorporated Terms in a reasonable state of cleanliness and repair, and fit to live in, and generally in good order and condition,

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and repair and rectify to the Park Owner's satisfaction any damage to the Site caused or contributed to by the Home Owner or any of the Home Owner's visitors.

(2) In consultation with the Park Owner, the Home Owner agrees to repaint the exterior of the Manufactured Home at least every five years in colours that are in keeping with exterior colours specified by the Park Owner as being appropriate and consistent with the design, amenity and appearance of the Park.

(3) The Home Owner must also:

(a) keep the Site clean, tidy and in a presentable state at all times

(b) ensure that the driveways and pathways in the Site remain clean and free from any stains or marks, including oil or other motor vehicle related stains or marks;

(c) for the Site (excluding the Frontage), keep the shrubs trimmed and the landscaping maintained (excluding mowing), and ensure that no vegetation grows upon any fences;

(d) permit the Park Owner to:

(i) mow grass, trim shrubs and undertake landscaping and other ground maintenance of the Site Frontage; and

(ii) mow grass within the Site,

as often as, and in such manner as, the Park Owner may reasonably determine from time to time;

(e) remove, replace or damage any substantially sized plants within the Site;

(f) not plant within the Site or along its boundaries:

(i) any tree without the Park Owner's prior written consent; and

(ii) any trees, creepers, runners or any other plant that is likely to cause a nuisance to any person or property or that is not in keeping with the Park;

(g) maintain all trees and plants within the Site (except for trees and plants within the Frontage that are the Park Owner's responsibility):

(i) to keep them safe and tidy;

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(ii) so that they do not cause a nuisance to another Resident, any visitors, any other person lawfully in the Park, or the Park Owner; and

(iii) so that they are not reasonably likely to cause, and do not cause, any injury, damage or danger to another Resident, any visitors, any other person lawfully in the Park, or the Park Owner;

(h) be responsible for all trees and plants within the Site (except for trees and plants within the Frontage that are the Park Owner's responsibility), including all damage that any such trees and plants may cause to any person or property (including Utility Infrastructure) wherever it is located;

(i) keep the Site free and clear from pests and vermin and have in place a termite management plan;

(j) dispose of all cleaning water, used cleaning agents, detergents and other liquid waste through the Utility Infrastructure as required by the Park Owner;

(k) not do anything to interfere with, obstruct or damage the Utility Infrastructure in or on the Site and keep the Utility Infrastructure on the Site free from obstruction and damage.

(4) The Home Owner must ensure refuse is disposed of in an appropriate receptacle and comply with the Park Rules in respect of refuse management systems and disposal arrangement.

5.4 **Keys**

(1) The Home Owner acknowledges receipt of the Keys (if any) from the Park Owner.

(2) The Home Owner is liable:

(a) for the safe keeping of the Keys (including that they must not be given to any other party);

(b) the consequences of any failure to keep the Keys safe;

(c) any repairs required to be performed to the Keys for whatever reason (including the replacement of any parts or batteries); and

(d) any replacement of the Keys that may be required for whatever reason.

(3) On termination of this Site Agreement, the Home Owner must return the Keys to the Park Owner.

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(4) If the Home Owner does not comply with Special Term 5.4(3), then the Home Owner must pay for the cost of replacing Keys that are not returned to the Park Owner.

5.5 Frontages

(1) The Park Owner reserves the right to, and will be responsible for, maintaining the Frontage of the Site.

(2) The Home Owner must allow the Park Owner access to the Site at reasonable times to maintain the Frontage. The Park Manager may give notice to the Home Owner of scheduled days and times at which maintenance will be undertaken and in all cases will give the Home Owner any minimum prescribed period of notice under the Act as to Site entry.

(3) Without limiting Special Term 5.3(3), the Home Owner must not plant or otherwise change or add improvements of any kind to the Frontage without the Park Owner's prior consent.

(4) The Park Owner may refuse consent to any Home Owner proposed plantings, changes or improvements that are inconsistent with the look, quality, amenity, concept or characteristics the Park Owner wishes to establish and maintain (from time to time) for the Frontage and other parts of the Park.

5.6 Fences and Retaining Walls

(1) The Park Owner owns all Fences and Retaining Walls with the Park.

(2) The Park Owner reserves the right to, and will be responsible for the maintenance, repair or replacement of, the Fences and Retaining Walls within the Park in accordance with the Fence Criteria and Retaining Walls Criteria, respectively.

(3) If a Park Owner is required to maintain, repair or replace a Fence due to the conduct of the Home Owner or the Home Owner's visitors, invitees or contractors, the Home Owner must reimburse the Park Owner for an amount equal to those costs within 14 days of receipt of a written request from the Park Owner.

(4) The Park Owner may undertake or authorise the repair, maintenance or replacement of any Fence or Retaining Wall including one separating the Site from other parts of the Park Land. In doing so the Park Owner will have reasonable regard to the Fence Criteria or Retaining Wall Criteria (as applicable).

(5) If the need for repair, maintenance or replacement of any Fence or Retaining Wall arises, in the reasonable opinion of the Park Owner, from the Home Owner's act or conduct or that of the Home Owner's visitors, invitees or contractors (including conduct in Special Term

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5.6(7)), the Park Owner may perform or procure the repair, maintenance or replacement required. The Park Owner will:

(a) prior to doing the works, obtain 2 quotes;

(b) give due regard to the quotes obtained and act reasonably in its determination as to the quote to be accepted;

(c) will have reasonable regard to the Fence Criteria or Retaining Wall Criteria (as applicable) in procuring the relevant works.;

(6) The Home Owner consents to the Park Owner and the Park Owner's Agents accessing the Site for the purpose of inspecting, testing or assessing the condition of a Fence or Retaining Wall, or procuring and undertaking any works referred to in this Special Term 5.6. Access must be following the provision of reasonable notice and at reasonable times and the Park Owner must take reasonable steps to minimise disruption and interference to the Home Owner in accessing the Site.

(7) The Home Owner must not (and must ensure its invitees, visitors and contractors do not):

(a) seek to erect or construct a Fence or Retaining Wall;

(b) alter or modify a Fence or a Retaining Wall;

(c) attach or affix anything to a Fence or a Retaining Wall;

(d) grow any vegetation on or along a Fence or Retaining Wall,

without the prior written consent of the Park Owner.

5.7 Home Owner's Works

(1) The Home Owner will not carry out any Home Owner's Works without the prior written consent of the Park Owner, which may not be unreasonably withheld.

(2) The Home Owner's Works must:

(a) comply with the requirements of Laws, Approvals and relevant Authorities;

(b) meet generally accepted industry standards having regard to safety and quality;

(c) use materials that are new and of a good standard and quality;

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(d) comply with the Park Owner's Design Approval Process where related to replacement of, or material alteration to, the Manufactured Home by the Home Owner;

(e) be undertaken at the cost of the Home Owner in a proper and workmanlike manner to the reasonable satisfaction of the Park Owner;

(f) be undertaken by a registered builder or contractor with appropriate insurances in place including for public liability and worker's compensation insurance approved by the Park Owner; and

(g) be undertaken during reasonable hours and in such a manner as to cause so far as is reasonably possible as little disturbance, interference or annoyance to other Residents.

(3) The Park Owner may condition its consent to Home Owners Works on the following:

(a) Submission and approval of plans and specifications (in reasonable detail) for the Home Owner's Works;

(b) compliance with the Design Approval Process where related to replacement of, or material alteration to, the Manufactured Home by the Home Owner;

(c) the Home Owner's Works to be carried out in the way this Site Agreement requires;

(d) the Park Owner's reasonable costs and expenses incurred or likely to be incurred in assessing the proposal for Home Owners Works are paid; and

(e) other conditions as the Park Owner may reasonably determine are satisfied or complied with.

(4) The Park Owner's Design Approval Process as follows and applies to any proposal to demolish, remove and replace a Manufactured Home on the Site or to materially alter the Manufactured Home on the Site (referred to as the "*applicable Home Owner's Works*"):

(a) the Home Owner must submit full plans and specifications (in reasonable detail) of the applicable Home Owner's Works to enable the Park Owner to determine if the replacement Manufactured Home or material alterations are consistent with the design concept, appearance and aesthetics of the Park;

(b) the Home Owner must provide copies of any applications for Approvals required for the applicable Home Owner's Works prior to those applications being lodged or made and must not

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make those applications until and unless the Park Owner gives approval for the plans and specifications for the applicable Home Owner's Works

(c) the Home Owner must provide copies of all applicable Approvals to the Park Owner when obtained;

(d) the applicable Home Owner's Works must be, to the reasonable satisfaction of the Park Owner (in its assessment of the plans and specifications provided):

(i) consistent with the design intent and concepts established by the Park Owner for manufactured homes in the Park, including as specified in any Design Code the Park Owner for the Park;

(ii) not likely to adversely affect the aesthetic appeal of the Park, the Site or the Manufactured Home;

(iii) of, or use, only new materials of good standard and quality and which are compliant with Laws and Approvals;

(iv) in colours approved by the Park Owner as consistent with colour themes for manufactured homes in the Park.;

(e) on receipt of plans and specifications for the applicable Home Owner's Works the, the Park Owner will in a reasonable time assess and notify the Home Owner that:

(i) the concept and design for the applicable Home Owner's Works are approved; or

(ii) the concept and design for the applicable Home Owner's Works are approved subject to modifications specified in the Park Owner's notice being made; or

(iii) the concept and design for the applicable Home Owner's Works is not approved together with reasonable detail of the reasons for rejection;

(f) on receipt of a notice from the Park Owner under Special Term 5.7(4)(e)(i), the Home Owner may proceed to obtain relevant Approvals for the applicable Home Owner's Works approved and undertake those Home Owner's Works in the form approved (and without any further material change) and in compliance with the other Special Terms applying to Home Owner's Works;

(g) on receipt of a notice from the Park Owner under Special Term 5.7(4)(e)(ii), the Home Owner must, if it wishes to

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proceed with the applicable Home Owner's Works, modify the plans and specifications as required by the Park Owner and resubmit them to the Park Owner for approval and may then undertake those Home Owner's Works in the form subsequently approved by the Park Owner (and without any further material change) and in compliance with the other Special Terms applying to Home Owner's Works;

(h) if a notice is given by the Park Owner under Special Term 5.7(4)(e)(iii), the Home Owner must not undertake the proposed applicable Home Owner's Works;

(i) On completion of the applicable Home Owner's Works, the Home Owner must immediately produce to the Park Owner a copy of the "as completed" plans and drawings relating to the applicable Home Owner's Works and all unconditional certificates demonstrating compliance with all relevant Laws and Approvals relevant to the Home Owner's Works.

(5) The requirement for the Park Owner's approval of plans and specifications for applicable Home Owner's Works under the Design Approval Process will not apply if the Home Owner acquires a manufactured home to replace the Manufactured Home from the Park Owner or an Associated Entity of the Park Owner authorised by the Park Owner to supply, sell and install manufactured homes in the Park. The other requirements of the Design Approval Process will still apply.

(6) The Home Owner must reimburse the Park Owner for its reasonable costs and expenses incurred or likely to be incurred:

(a) in considering and giving approval for (or rejecting) any Home Owner's Works and any costs or expenses incurred in appointing a Park Owner's Agent to monitor the undertaking of any Home Owner's Works (including architect or building consultant fees); and

(b) in connection with the undertaking of Home Owner's Works including any resulting modification or variation to the Site.

(7) The Park Owner may require costs and expenses referred to in Special Term 5.7(5) to be paid prior to the commencement of the Home Owner's Works, in which case, the Park Owner will provide a reconciliation to the Home Owner on completion of the Home Owner's Works, and:

(a) if there is an outstanding balance owing to the Park Owner, the Home Owner must pay that amount to the Park Owner; or

(b) if there has been an overpayment by the Home Owner, the Park Owner must reimburse that overpayment to the Home Owner.

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(8) The Home Owner must obtain and keep current all necessary approvals and permits to enable the Alterations to be properly carried out, and copies must be provided to the Park Owner.

(9) The Park Owner cannot refuse consent to Home Owners Works required to comply with a requirement under a Law, Approval or of an Authority (where properly required) or where the Home Owner's Works are required to be undertaken to enable the Home Owner to comply with this Site Agreement .

(10) The Home Owner may undertake Home Owner's Works in an emergency without first seeking the Park Owner's consent but must consult with the park Owner as soon as practicable about the emergency and nature of the Home Owner's Works.

(11) The Home Owner is responsible for damage to any part of the Park (including the Site) and any Utility Infrastructure caused by the undertaking of Home Owner's Works, including damage by the Home Owner's contractors.

(12) The Home Owner must not carry out any Home Owner's Works or otherwise do any act which may breach any existing termite control barrier of the Manufactured House.

(13) The Home Owner must not install or use any portable swimming, wading or children's pools within the Manufactured Home, the Site or the Common Areas.

5.8 **Contractors**

(1) The Home Owner must ensure that contractors undertaking Home Owner's Works are appropriately supervised at all times by the Home Owner during the course of the Home Owner's Works.

(2) The Home Owner must ensure that contractors engaged by the Home Owner to perform any Home Owner's Works at the Site or to the Manufactured Home and who seek to enter the Park comply with the following conditions:

(a) they are approved for entry by the Park Owner in writing before seeking to enter the Park (except in the event of an emergency which necessitates urgent remediation or work to be performed that prohibits prior approval being obtained);

(b) they register their details with the Park Owner:

(i) before entering the Park (sign in); and

(ii) before leaving the Park (sign out);

(c) they are appropriately licensed

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(d) they are insured to the Park Owner's reasonable satisfaction (including for public liability and workers compensation insurance cover) and provide evidence of insurance to the Park Owner before undertaking Home Owner's Works;

(e) they perform all work safely and in accordance with applicable work, health and safety requirements and Laws.

(3) Home Owner's Works are to be performed between 8am and 4pm Monday to Friday (not on weekends or public holidays, except in the event of an emergency which necessitates urgent remediation or work to be performed outside of these hours) and otherwise so as to minimise disruption and interference to Residents.

(4) The Park Manager (and by delegated authority the Park Manager) reserves the right to prohibit entry of any contractor including contractors who do not act reasonably or who conduct Home Owner's Works in an unprofessional manner.

5.9 **Vehicles**

(1) The Home Owner must comply with the Rules as they relate to Vehicles.

(2) In addition, the Home Owner must ensure that:

(a) Vehicles are driven only on roadways designated for traffic within the Park;

(b) Vehicles are operated in accordance with all signage located within the Park from time to time;

(c) only Vehicles with a current registration may enter, be driven (and by persons who are appropriately licensed), or be stored or parked in the Park;

(d) no work (apart from very minor repairs) is performed on Vehicles on the Site or by the Home Owner in any other part of the Park;

(e) Vehicles with a noisy exhaust or motor, or that leak excessive oil or other fluids, are not brought into the Park by the Home Owner; and

(f) any damage that is caused to the Park by a Home Owner's Vehicle or its operation is rectified.

(3) The Park Owner may:

(a) refuse entry to the Park to a Vehicle; or

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(b) ask the operator to remove a Vehicle from the Park; or

(c) prohibit the operation of a Vehicle in the park,

that does not comply with, or is not operated in accordance with this Special Term 5.9.

(4) To protect the Park and its Common Areas, Vehicles that are dual-axle trucks, buses and large commercial vehicles or machinery are not permitted to enter the Park other than where used for construction purposes.

(5) The Home Owner (but not its invitees or visitors) may ride a bicycle within the Park on the following conditions:

(a) bicycles may only be ridden via a direct route from the Site to any external exit of the Park, and the same on their return:

(b) bicycles are not permitted to be ridden solely within the Park.

(c) bicycles are not to be:

(i) ridden on footpaths within the Park;

(ii) parked on any roads or footpaths within the Park or on the frontage of Sites; and

(iii) brought into any of the Common Facilities unless there are designated areas provided by the Park Owner or authorised under the Park Rules for such purposes.

(d) Riders must at all times wear approved safety equipment under applicable Law and ensure that the bicycle is roadworthy, fitted with a bell and compliant with applicable Law. If riding at night, riders must wear reflective high-vis clothing and have appropriate reflectors and lighting in use.

(e) Riders must ride bicycles with due care and consideration for Residents and visitors within the Park and cannot use the Common Areas as a cycling circuit.

(6) Two-wheel push scooters, roller blades, roller skates, skateboards and the likes are not regarded as bikes and are not permitted to be used within the Park at any time.

5.10 **Abandonment and sale**

(1) The Home Owner must not permit Abandonment of the Site.

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(2) The Home Owner acknowledges that the Park Owner may seek an order from the tribunal under the Act (an abandonment order) where it reasonably believes Abandonment has occurred.

(3) In determining whether Abandonment has occurred, the Park Owner may consider matters that the tribunal may account for under the Act when the tribunal decides grant an abandonment order.

(4) If the Home Owner intends to be away from the Home owner's Manufactured Home for an extended period of time (for example because of an extended holiday or other absence) and does not propose to do with an intention of ceasing to reside in the Manufactured Home on the Site, Abandonment will not be taken to occur where:

(a) the Home Owner notifies the Park Owner of its intentions and the period of expected absence; and

(b) the Home Owner and the Park Owner agree on arrangements to ensure the Home Owner continues to comply with its obligations to maintain the Manufactured Home and Site during the expected period of absence.

(5) Nothing in Special Term 5.10(4), obliges the Park Owner to agree to any occupancy of the Manufactured Home and Site during the period of expected absence or nay letting or subletting of the Site to accommodate the Home Owner's requirements during any period of absence.

(6) If the Act ceases to regulate the sale of a Manufactured Home on the Site and personal effects, the Park Owner may effect a sale and deal with proceeds of a sale in the same manner and with the same intent (with any necessary contextual changes) as the Act allows under sections 53 to 55 of the Act.

5.11 **Repositioning of manufactured home**

(1) The Home Owner acknowledges that the Park Owner has the right under this Site Agreement (by virtue of this Special Term) to reposition the Home Owner's Manufactured Home to a comparable site within the Park.

(2) The expenses incurred in repositioning the Manufactured Home within the Park must be borne by the Park Owner and the Park Owner must otherwise comply with the Preserved Terms of the Act and Part 1 Section 17 of the Form 2 when dealing with the repositioning of the Manufactured Home.

5.12 **Selling a Manufactured Home**

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(1) The Home Owner has a right to sell the Manufactured Home personally or through the appointment of the Park Owner as selling agent.

(2) The Parties are to comply with the Preserved Terms of the Act and Part 3 Section 8 of the Form 2 when the Home Owner sells the Manufactured Home or appoints the Park Owner to do so.

(3) If Section 16 of the Form 2 indicates that the Home Owner may place a 'for sale' sign on the Site, the Home Owner must observe any restrictions stipulated as to the nature and location of the sign.

(4) If Section 16 of the Form 2 indicates that the Home Owner may not place a 'for sale' sign on the Site, the Home Owner must give the Park Owner notice of the intention to sell the Manufactured Home and may place in a location designated by the Park Owner (through the Park Manager) a for sale sign for the Manufactured Home of a size and type specified by the Park Owner for display purposes.

5.13 **Nuisance and damage**

(1) The Home Owner must not use of the Site and the Manufactured Home in a way that creates, causes or allows (or which would be likely to create, cause or allow):

(a) a breach of the Park Rules; or

(b) unreasonable interference (including by nuisance or disturbance) with other Residents in their use and occupation of the Park (including of their respective sites); or

(c) damage to the Site or damage to, or interference with Utility Infrastructure (including meters or other connections) on or in the Site; or

(d) damage to other parts of the Park, including other sites and the Common Areas; or

(e) damage to, or interference with, Utility Infrastructure on any part of the Common Areas or on other sites in the Park,

and must not do or allow the Home Owner's visitors or contractors to do, any of those things.

(2) Special Term 5.13(1) extends to interference and damage from operating any plant or equipment or undertaking any activity with the resultant creation of noise, odours, vibrations or other detrimental impacts.

(3) The Home Owner must not:

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(a) use any form of light, power or heat (and, in particular, use any exposed flame) in illuminating the Manufactured Home or the Site, other than electricity or gas supplied through meters to the Site or the Manufactured Home, gas supplied in a gas bottle, battery-powered torches or similar items, or solar powered heating; or

(b) use any flammable liquid in lighting the Manufactured Home or the Site, except for battery-powered items or gas lights in the event of a power failure.

(4) The Home Owner must not permit the Site to become contaminated by any dangerous or offensive substance or any substance that might cause damage to the environment or cause that to happen on any other part of the Park;

(5) Without limiting any other term of this Site Agreement, the Home Owner must not:

(a) use the Utility Infrastructure for any purpose other than a purpose for which they were designed;

(b) place in any Utility Infrastructure any substance that the Utility Infrastructure is not designed to receive or that may block, affect or damage the Utility Infrastructure;

(c) improperly use any Utility Services or Utility Infrastructure in the Manufactured Home, the Site or the other parts of the Park, or use them in such a way as to be likely to cause them to become overloaded or damaged.

(6) The Home Owner must notify the Park Owner of any damage to the Site, other parts of the Park, the Utility Infrastructure, or faults in Utility Services immediately when the Home Owner becomes aware of them.

5.14 **Visitors**

(1) The Home Owner's invitees, visitors and contractors in the Park or the Site Area must be accompanied by the Home Owner at all times.

(2) The Home Owner must make sure that invitees', visitors' and contractors' Vehicles are parked only in car spaces provided for visitor parking during the periods allowed by the Park Owner.

(3) Invitees', visitors' and contractors' Vehicles must not be parked in the visitor car parking spaces within the Park overnight.

(4) The Home Owner must take all reasonable steps (including to inform) ensure its invitees, visitors and contractors of the Park Rules.

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(5) The Home Owner is responsible for the admittance of its invitees, visitors and contractors to the Park, and for all acts and conduct of the Home Owner's invitees, visitors and contractors in the Park at any time.

(6) The Home Owner must ensure that its invitees, visitors and contractors do not bring their Vehicles or pets into the Park under any circumstance, other than, in the case of Vehicles comprising single cars only, to park in visitor parking areas as intended.

(7) Provided that the number of persons residing in the Manufactured Home does not exceed the number of persons permitted by section 5 of part 1 of the Form 2 of this Site Agreement (unless the Park Owner consents in its sole discretion), invitees and visitors may stay with the Home Owner:

(a) if the Home Owner first seeks the Park Owner's approval to do so, and in doing so registers the invitee's or visitor's relevant details and the intended length of stay, with the Park Owner; and

(b) for a maximum of five nights per visit; (or such longer period as the Park Owner may agree to in its absolute discretion).

(8) Invitees and visitors:

(a) may use the gymnasium if accompanied by the Home Owner (in the interests of safety and lack of familiarity with the equipment); or

(b) must not ride a bicycle within the Park (in the interests of preserving the peace, comfort, privacy and quiet enjoyment of Residents in the Park).

(9) Day invitees or visitors are able to access the Common Facilities with the express permission of the Park Owner, and on the condition that all other Residents have priority in the use of the Common Facilities.

(10) Overnight invitees or visitors that are approved in accordance with Special Term 5.14(7) may use any of the Park's Common Facilities provided that they do so:

(a) whilst they are also accompanied by the Home Owner that they are visiting; and

(b) on the condition that all other Residents have priority over in the use of the Park's Common Facilities.

(11) The Home Owner must not allow unauthorised persons or Vehicles into the Park.

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5.15 **Supervision of children**

(1) The Home Owner is responsible for the activities of children staying with or visiting the Home Owner.

(2) Children visiting the Home Owner must be supervised by the Home Owner in the Park at all times.

(3) Playing on the Park's roads, walking paths or other thoroughfares is prohibited.

(4) Riding scooters, skateboards, roller blades and other similar activities on the Park's roads, walking paths or other thoroughfares is prohibited.

5.16 **Auctions and other events**

The Home Owner must not conduct any auction, garage sale, or any other sale, open house or public meeting in the Site or the Park (this does not preclude a properly convened and organised meeting of Residents of the Park in accordance with the Act).

5.17 **Welfare of the Home Owner**

(1) The Home Owner must take reasonable care for their own health and safety in and about the Park. Without limiting that general obligation, the Home Owner must do what is reasonably required to ensure that the Home Owner is capable at all times of:

(a) living safely in the Manufactured Home; and

(b) should and to the extent they wish to do so - safely accessing and using the Park's Common Areas including Common Facilities,

including, if reasonably required, with the assistance of others arranged by or for the Home Owner.

(2) Qualified persons providing medical, care and support assistance, or for the Home Owner, may stay in the Manufactured Home for short periods (but not reside with the Home Owner) for that purpose provided the Home Owner has provided the Park Owner with reasonable details of:

(a) the care and assistance services required;

(b) the persons providing the care and assistance services; and

(c) the times and intervals or periods where stays in the Manufactured Home may be required or are proposed.

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(3) The Park Owner must not unreasonably refuse to consent to the arrangements referred to in Special Term 5.17(2) or limit the times in which the care and assistance services are legitimately required by the Home Owner.

(4) For clarity, the Special Terms requiring the Park Owner to consent to the Home Owner's invitees or visitors staying in the Manufactured Home do not apply to the circumstances referred to in Special Term 5.17(2).

(5) Nothing in Special Term 5.17(2) limits the Home Owner's right to require emergency medical assistance and access for emergency services to the park for that purpose.

(6) The Home Owner must also take reasonable care (including, if reasonably required, with the assistance of others arranged by or for the Home Owner (with the Park Owner's consent if related to arrangements referred to in Special Term 5.17(2)) to ensure that the Home Owner, by its acts or omissions, does not adversely affect the health and safety of other persons at the Park.

5.18 **Entry into the Park**

(1) The Home Owner, its invitees, visitors and contractors must enter the Park through the entrance gate and exit the Park through the exit gate.

(2) Pedestrians are to enter the Park through the designated pedestrian gates and must ensure that any such pedestrian gate is closed after entry and exit.

(3) The Home Owner is responsible for admitting its invitees, visitors and contractors to the Park. The Home Owner must notify the Park Owner of the presence of its contractors on the Park Land by notifying the Park Manager when a Home Owner's contractor is attending the Site.

(4) The Home Owner must not allow unauthorised Vehicles or persons to enter the Park and must notify the Park Manager immediately if the Home Owner becomes aware of unauthorised persons trying to gain entry to the Park.

5.19 **Compliance with Laws**

(1) The Home Owner will, at its cost, comply with all Laws, Approvals and requirements of Authorities affecting the Site and which apply because of the Home Owner's use and occupation of the Site or Manufactured Home.

(2) The Home Owner acknowledges that Special Term 5.19(1) applies, whether or not an Authority has issued a notice or order to the Home

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Owner to enforce the requirements of a Law or an Approval that are applicable without enforcement action having to be taken by an Authority.

> ***To the Home Owner:*** *an example of how Special Terms 5.19(1) and 5.19(2) apply would be where a development approval for the Park required that rubbish is not left on areas on a Site outside a Manufactured Home. The Home Owner must comply with that requirement even if the Local Government has not issued a development offence notice for non-compliance.*

(3) Nothing in Special Term 5.19(1) requires the Home Owner to undertake works of a capital nature on, or make substantive improvements to the Site or other parts of the Park unless the need for such works or improvements results from the Home Owner's breach of another term of this Site Agreement.

5.20 Safety and Fire Drills

The Home Owner will comply with the Park Owner's requirements for safety and fire drills and will otherwise comply at all times with the Park's emergency plan as it relates to Residents.

5.21 Appearance

The Home Owner must not hang any clothes or other clothing-related items on anything other than clothes lines or in areas designated by the Park Owner for this purpose and so that they are not visible from the front of the Manufactured Home.

5.22 Firearms

The Home Owner must not keep any firearms in the Manufactured Home, the Site or any other part of the Park and regardless of whether the Home Owner has a licence for any firearm.

6 Assignment and renting the Home

6.1 Assignment

(1) The Park Owner and the Home Owner must comply with the Act and the Form 2 if the Home Owner proposes an Assignment.

(2) An Assignment is ineffective unless the Park Owner's consent is obtained in the way the Act requires.

6.2 Subletting

The Home Owner acknowledges that this Site Agreement does not allow the Home Owner to rent the Site to a person on a temporary basis.

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7 Insurance, Release and Indemnity

7.1 Home Owner's Insurances

(1) The Home Owner will, at all times and at their cost, obtain and keep in full force and effect the Home Owner's Insurances in the name/s of the Home Owner.

(2) The Home Owner must ensure that proof of current Insurance is provided to the Park Manager within 7 Business Days of the Commencement Date and thereafter each year upon renewal of the Home Owner's Insurances and otherwise when requested by the Park Owner.

(3) The Home Owner's Insurances will be taken out as primary cover and in a form that is to the reasonable satisfaction of the Park Owner.

(4) The Home Owner must immediately notify the Park Owner in writing if there is any material change in terms, cancellation or termination of any of the Home Owner's Insurances.

(5) If the Home Owner does not take out or keep the Home Owner's Insurances, the Park Owner may take out that insurance and the Park Owner's costs of doing so are to be reimbursed by the Home Owner.

(6) The Home Owner must not do anything or fail to do anything that might affect the rights of the Park Owner under any insurance policy. If, because of anything done or not done by the Home Owner, the Park Owner incurs an increased insurance premium, the Home Owner is liable for and agrees to reimburse the Park Owner for any additional insurance premium incurred by the Park Owner as a result.

7.2 Home Owner Occupies at Own Risk

(1) The Home Owner acknowledges that the Site, the Manufactured Home and all of the Home Owner's property in or about the Site and the Manufactured Home is at the sole risk of the Home Owner and the Home Owner occupies and uses the Site, the Manufactured Home and the Common Areas at its own risk.

(2) Except to the extent of Liabilities for negligence or a breach of a contractual duty of care caused by an act or omission of the Park Owner or the Park Owner's Agents; or any negligence, act or omission of the Park Owner, the Park Owner assumes no Liability and is not Liable for any Claim that the Home Owner or any other person claiming by, through or under the Home Owner may incur or make or that may arise from any cause whatever, including:

(a) any fault or other defect in the construction or state of repair or condition of the Site or the Park, or any Utility Infrastructure;

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(b) any entry, overflow, leakage or escape of water (including rainwater), fire, gas, electricity or any other harmful agent whatever, whether from the roof, walls, gutters, downpipes or any other part of the Site or the Park; and

(c) the operation, interruption, or cessation of any Utility Services to the Site or the Park.

7.3 **Release**

Except to the extent of any Liability for negligence or a breach of a contractual duty of care caused by an act or omission of the Park Owner or the Park Owner's Agents, the Home Owner releases the Park Owner from all Claims and all Liabilities arising out of or in connection with:

(1) the Home Owner's occupation and uses of the Site, the Manufactured Home and the Common Areas; and

(2) the matters referred to in Special term Home Owner's in respect of any of the matters referred to in Special Term 7.2(2).

7.4 **Indemnity for use and occupation**

(1) The Home Owner agrees to keep the Park Owner indemnified from and against all Claims and Liabilities suffered or incurred by the Park Owner in respect of, or arising directly or indirectly from:

(a) the Home Owner's occupation and use of the Site, the Manufactured Home and the Common Areas (including any negligent act or omission of the Home Owner);

(b) Undertaking home Owner's Works; and

(c) any Default by the Home Owner under this Site Agreement.

(2) The indemnity under this Special Term 7.4:

(a) extends to Liabilities the Park Owner incurs in rectifying any Default of the Home Owner, including rectification of damage to the Site or other parts of the Park including other sites and Common Areas; and

(b) does not extend to Liability for negligence or a breach of a contractual duty of care if the negligence or breach is caused by an act or omission of the Park Owner or the Park Owner's Agents.

7.5 **Damage and Destruction**

(1) Without limiting Special Term 5.13, if the Manufactured Home is damaged or destroyed or any improvements adjacent to it on the Site

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are damaged or destroyed, the Home Owner must promptly restore and/or rectify the Manufactured Home and/or any improvements on the Site, to the reasonable satisfaction of the Park Owner. In restoring or rectifying the Manufactured Home, the Home Owner must observe the requirements for Home Owner's Works including the Design Approval Process.

(2) The Home Owner must, if required to enable it to comply with Special Term 7.5(1), make prompt demand upon its insurers and apply the proceeds of any insurance claim to restoration and rectification of the Manufactured Home and/or any improvements on the Site.

8 Rules for the Park

8.1 Observance

The Home Owner must at all times observe the Park Rules and ensure its invitees, visitors and contractors observe the Park Rules.

8.2 Changes

The Park Owner may change a Park Rule in the way the Act allows.

9 Dealing with the Park Land

9.1 Dealings

(1) The Park Owner may:

(a) grant easements or any other rights over the Park Land that do not prevent the use of the Site by the Home Owner under this Site Agreement; and

(b) use any part of the Park Land not forming part of the Site for any purpose authorised by Approvals.

(2) Without limiting the Park Owner's rights to undertake Park Development, the Park Owner may:

(a) seek Approvals for any form of development associated with the Park Development;

(b) install utility Infrastructure;

(c) operate, maintain, relocate, repair and replace, Utility Infrastructure and temporarily interrupt Utility Services for any of those purposes;

(d) carry out Development Activities on the Park Land;

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(e) carry out Development Activities on other land adjoining the Park Land;

(f) add to, change, or close Common Areas, including Common Facilities; and

(g) determine the basis on which Common Areas, including Common Facilities, are accessed and used.

(3) The Park Owner will act reasonably and in good faith in relation to the exercise of tis rights under this Special Term 9.1 and take reasonable steps to minimise interference or disturbance to the Home Owner's use and occupation of the Site in doing so.

(4) The Home Owner will not bring any Claim against the Park Owner in connection with the Park Owner's proper exercise of its rights under this Special Term 9.1 and the Park Owner will not be liable to the Home Owner for any Claim or Liability arising from the proper exercise of its rights under this this Special Term 9.1.

10 Transfer of Park Land

10.1 Right to transfer

(1) The Park Owner may sell or transfer the Park Land or any part of it and / or the business associated with the operation of the Park.

(2) The Park Owner may transfer or sell any interest in the entity that comprises the Park Owner.

(3) Without limiting Special Term 10.1(1), if the Park Owner is undertaking the Park Development in stages the Park Owner may sell or transfer a part of the Park Land that is not required for Park Development or allocated to a stage of Park Development that the Park Owner elects not to proceed with.

10.2 No Objection

(1) The Home Owner cannot object to the Park Owner selling or transferring the Park Land or any part of it, the business associated with operation of the Park or any interest in the entity that comprises the Park Owner.

(2) The Home Owner acknowledges that its attention was drawn to the Park Owner's rights in respect of staging Park Development, in the Site Agreement Acknowledgement.

10.3 Obligations

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(1) The Park Owner acknowledges that under the Act, a successor in title of the Park Owner obtains the benefits, and is subject to the obligations, of the Park Owner in relation to this Site Agreement.

(2) The Park Owner will procure that a successor in title to the Park Owner gives the Home Owner any notice required by the Act giving details of the successor in title and directing the Home Owner to make all future payments of Site Rent payable under this Site Agreement to the successor in title.

(3) The Park Owner may require the Home Owner to sign a deed of acknowledgement (prepared at the costs of the Park Owner) with a successor in title ratifying and confirming matters in this Special Term 10.3.

11 Park Development

11.1 Acknowledgement

(1) The Park Owner has the right to undertake Park Development and Development Activities for that purpose.

(2) The Park Owner's rights in connection with Park Development include the right to determine how the Park is developed and to make changes to the Park Development.

(3) However, nothing in this Special Term 11 limits any Preserved Terms.

11.2 Park Owner's Disclosures

The Park Owner discloses to the Home Owner that:

(1) the Park Owner has Discretionary Rights under this Site Agreement including those in Schedule 1 which the Park Owner considers reasonably necessary to protect the legitimate interests of the Park Owner in undertaking the Park Development and meeting its obligations under this Site Agreement;

(2) Discretionary Rights relate to matters and arrangements the Park Owner may establish, make determinations about and change in respect of the Park Development; and

(3) the nature of the risks the Park Owner must account for in undertaking the Park Development include those matters referred to in the definition of "Development Risks".

11.3 Acknowledgment

The Home Owner acknowledges:

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(1) the disclosures made by the Park Owner under Special Term 11.2;

(2) that in view of the Development Risks assumed by the Park Owner to comply with its obligations under this Site Agreement, the Discretionary Rights given to the Park Owner under this Site Agreement are reasonably necessary to protect the legitimate interest of the Park Owner where the Park Owner relies on those Discretionary Rights.

11.4 **Reliance**

The Park Owner may rely upon the acknowledgments given by the Home Owner in Special Term 11.3 and in the Document Acknowledgment as evidence of the Home Owner's understanding of, and agreement to, the matters and statements in this Special Term 11.

11.5 **Particular Matters**

(1) The Park Owner may subject to obtaining any necessary Approval, and without objection from the Home Owner, cause the Park Development to be undertaken:

(a) in accordance with Approvals; and

(b) in Stages and in timeframes and sequences determined by the Park Owner for all Stages of the Park Development; and

(c) on the basis that the Park Owner will determine and establish Park Documents.

(2) If the Park Development is part of, or adjoins any other development the Park Owner or any Associated Entity is undertaking, the Park Owner may undertake that other development at its election and at any time and in any manner the Park Owner determines.

(3) Park Development includes, but is not limited to, as the Park Owner determines:

(a) applying for and obtaining any Approvals for Park Development and associated Development Activities, including changes to, or new, Approvals;

(b) undertaking of Development Activities:

(i) on any part of the Park Land, other than the Site, including Park Land intended to be developed in Stages or for different uses as allowed by Approvals;

(ii) if the Park Development is part of, or adjoins any other development the Park Owner or any Associated Entity

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is undertaking on any other land or any land that adjoins the Park Land or encompasses it, on that land;

(c) constructing buildings, facilities or improvements on Park Land which will comprise Common Areas or Common Facilities;

(d) constructing, installing, commissioning, maintaining, repairing, replacing, relocating or updating Utility Infrastructure;

(e) maintaining, repairing, replacing, relocating or updating Common Areas and Common Facilities from time to time;

(f) expanding the number of sites in the Park and allowing Residents of those Sites to use any or all of the Common Areas and Utility Infrastructure;

(g) allowing, procuring or facilitating the continuing installation, location or repositioning (as applicable of manufactured homes on sites in the Park by Residents; and

(h) operating, managing and administering any further development or redevelopment of the Park Land.

(4) In undertaking the Park Development, the Park Owner will take reasonable steps to ensure:

(a) the Common Areas including the Common Facilities for the benefit of the Park Residents are constructed in a proper and workman-like manner in general accordance with applicable Laws and Approvals; and

(b) the Park is established with Common Areas, including Common Facilities, substantially as described in Marketing Materials, as such descriptions may be modified in the course of the Park Development and exercise of the Park Owner's Discretionary Rights.

11.6 **Park Owner's Rights**

(1) In consideration of the Park Owner incurring (and continuing to incur) Liabilities, in connection with the Park Development and of the Development Risks assumed by the Park Owner, the Home Owner agrees that the Park Owner may exercise its Discretionary Rights in connection with Park Development and acknowledges those Discretionary Rights include (among other rights) all of the Park Owner's rights in connection with the matters referred to in Schedule 1

(2) The Park Development may be affected by a range of factors that are beyond the control of the Park Owner, including those matters in the nature of, or giving rise to, Development Risks. The Park Owner may

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exercise its Discretionary Rights, including those in Schedule 1, to address or mitigate the impacts of those factors.

11.7 **No Claims**

Subject to any Preserved Terms, the Home Owner must not object to, seek to impede or bring any Claim against the Park Owner because of:

(1) the development or redevelopment of the Park Land;

(2) the disclosures made by the Park Owner in connection with the Park Owner's Discretionary Rights; or

(3) the exercise of Discretionary Rights by the Park Owner or its Associated Entities in a lawful manner;

(4) the conduct of uses under Approvals from the Park Land or any land that adjoins the Park Land and which is developed in conjunction with the Park Development; and

(5) the control, regulation, governance, or management of Park Development under Park Documents.

and the Home Owner releases the Park Owner from any Claim in connection with those matters, without affecting the Park Owner's Liability for Liability for negligence or a breach of a contractual duty of care if the negligence or breach is caused by an act or omission of the Park Owner or the Park Owner's Agents.

11.8 **Plans and locations**

(1) Any plans, including the Staging Plan and Common Facilities Staging Plan , provided to show future Stages of Park Development, other sites and Common Areas in those future Stages are indicative and subject to final surveys and completion of those relevant Stages of Park Development.

(2) The location, size and configuration of:

(a) sites in future Stages of Park Development; and

(b) Common Areas, including Common Facilities in future Stages of Park Development; and

(c) buildings and other improvements,

or the internal or external boundaries of any of them are subject to:

(d) any changes to the Park Development the Park Owner may make under this Site Agreement;

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(e) changes permitted or required under Approvals (whenever obtained)

(f) changes which do not require a new or changed Approval to undertake;

(g) final surveys on completion of construction and placement of the buildings, improvements and Utility Infrastructure on or within the Park Land; and

(h) completion of any works required to be undertaken under any Approvals.

11.9 **Approvals for Park Development**

(1) Approvals obtained or to be obtained for the Park Development may require the grant of rights or creation of obligations affecting the Park Land. It may be necessary to make changes to Approvals to meet applicable Laws and requirements of Authorities, or to ensure the proper management and operation of the Park.

(2) The Park Owner may take any step or action necessary to ensure compliance with requirements of the Approvals, applicable Laws and Authorities, and make changes to the Park Development to comply with requirements of any applicable Law, Approval or an Authority.

(3) The Home Owner cannot object to works being done for Park Development in a manner as required to comply with the Approval for the applicable to works.

(4) Approvals, permit development to occur for the Park Development or development adjoining the Park Land. However, they do not mean the Park Owner must undertake that development and are not a representation by the Park Owner (for itself or any of its Associated Entities) that any approved development will or must occur or that Approvals will not change.

(5) The Home Owner must not make any submission (other than a supporting submission) or objection to an Authority in relation to any application made by the Park Owner for an Approval or a modification of an Approval in connection with the Park Development or any other development which will include the Park. The Home Owner must, on demand made by the Park Owner or its Associated Entities, withdraw any submission or objection if lodged.

(6) The Park Owner is not required to obtain the approval of the Home Owner to apply for, or take any other step in connection with, Approvals for Park Development, referred to in this Special Term 11.9.

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(7) If, however, any Authority does ask or require the Park Owner to obtain a consent from the Home Owner to enable the Park Owner to properly apply for an Approval or change to an Approval (because of the Home Owner's interest under this Site Agreement), then the Home Owner must give that consent on request by the Park Owner and in the form required by the Park Owner.

(8) The Home Owner does not accept, and the Park Owner cannot impose on the Home Owner, Liability for undertaking Park Development, as a condition of the Home Owner giving a consent under this Special Term.

11.10 **Works**

The Park Owner may undertake or procure construction works for the Park Development.

11.11 **Display Suites**

(1) The Home Owner acknowledges that any display unit erected by the Park Owner or any Associated Entity:

(a) may be erected by an Associated Entity or other person authorised by the Park Owner to supply and sell manufactured homes in the Park to Residents;

(b) is not a representation by the Park Owner in connection with the type or nature of manufactured homes that may be supplied in the Park

(c) is intended to be indicative ;only of the nature and quality of finishes that manufactured homes in the Park may achieve.

(2) The Park Owner is not:

(a) obliged to ensure that Manufactured Home designs do not change over time or are not different to each other; and

(b) does not give any warranty as to the standard of any manufactured home or performance of any party contracted to install a manufactured home in the Park.

(3) The Home Owner acknowledges that its rights in relation to its acquisition and the supply, construction and installation of its Manufactured Home are governed by the Home Sale Agreement.

11.12 **Redevelopment Orders**

The Home Owner acknowledges that the Park Owner may under the Act apply to the tribunal seeking an order (a termination order) terminating this Site Agreement in connection with the Park Owner wishing to use the Park

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Land, or a part of the Park Land in which the Site is located, for another purpose stated in the application.

12 Supply of Energy Services

12.1 Approval

(1) The Home Owner must not install electricity generation or storage systems without first obtaining the written approval of the Park Owner unless the Home Owner must do so to comply with a requirement under Law (in which case the Park Owner's approval is not required).

(2) The design of any such system must comply with functional specifications obtainable from the Park Owner on request. The Home Owner must present to the Park Owner plans and specifications for such work when approval is sought.

(3) The Park Owner is entitled to limit the capacity of generation systems installed on the Site based on the electrical infrastructure capacity, the good operation of the electrical infrastructure, visual amenity and any relevant Law with respect to the Park.

12.2 No obligation

The Park Owner is under no obligation to purchase electricity exported from the Site and the Home Owner will make no Claim in connection with any of the matters contained in this Special Term 12.

13 Document Acknowledgment and HSA

13.1 The Home Owner has provided the Document Acknowledgement.

13.2 The Home Owner repeats at the Commencement Date, the warranties and acknowledgments given in the Document Acknowledgment.

13.3 If the Home Owner has entered into a Home Sale Agreement with the Park Owner and other parties for the sale and installation of the Manufactured Home on the Site, the Home Owner must comply with the Home Sale Agreement. A default by the Home Owner, if not rectified when required by the Home Owner under the Home Sale Agreement, is a default under this Agreement.

14 Default and Termination

14.1 This Special Term 14 does not limit or exclude any Preserved Terms and the Park Owner and Home Owner acknowledge that, at the Commencement Date, the Act provides an exclusive basis for termination of this Site Agreement.

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14.2 If the Home Owner commits a Default under this Site Agreement, the Park Owner may take such actions as are reasonably necessary to mitigate the impact and effect of a Default if the Home Owner does not do so in a reasonable manner and time, including by the Park Owner undertaking any necessary maintenance, repairs, rectification works, replacement works, or taking other necessary steps as required in the context. The Park Owner may do these things in conjunction with requiring the Home Owner to rectify a Default.

14.3 If the Home Owner commits a Default under this Site Agreement, the Park Owner may give the Home Owner a Default Notice.

14.4 A Default Notice is a notice for the purpose of the Act, section 38(1)(a)(ii).

14.5 If the Home Owner does not remedy the Default in accordance with the Default Notice within the time prescribed, the Park Owner can exercise its rights under Preserved Terms to seek a termination order from the tribunal.

14.6 If the Act doesn't at any time after the Commencement Date provide exclusively for termination of this Site Agreement as a Preserved Term then, for an un-remedied Default, the Park Owner may take such action as the Park Owner is entitled to take at law or in equity in respect of that Default.

15 Dispute Resolution

15.1 The Parties must comply with the provisions of the Act in resolving a dispute that constitutes a residential park dispute under the Act.

16 Park Management

16.1 The Park Owner may appoint a person as the Park Manager under a Park Document, with responsibility for the day-to-day management of the Park. The terms of the Park Document for appointment of the Park Manager are not subject to any review, consent, disclosure to or approval of the Home Owner.

16.2 The Park Owner must as soon as practicable after an appointment under Special Term 16.1 give to the Home Owner notice of the Park Manager's appointment and the name and business address of the appointee.

16.3 An appointment of a person as the Park Manager may be revoked at any time by the Park Owner.

16.4 If the Park Owner revokes an appointment under subsection 16.3, the Park Owner must as soon as practicable after revoking the appointment give notice of the revocation to the Home Owner.

16.5 If the Act requires a document to be given to a Park Owner for the Park, the document may be given instead to the Park Manager.

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17 GST Inclusive

17.1 In this Special Term 17 expressions that are not defined but which have a defined meaning in GST Law have the same meaning.

17.2 The Site Rent is inclusive of GST and any other amount payable under this Site Agreement is exclusive of GST, unless stated otherwise.

17.3 If GST is payable by the Park Owner on any supply to the Home Owner under this Site Agreement, apart from the supply of the Site under the Site Agreement for which the Site Rent is consideration, the Home Owner must pay to the Park Owner an amount equal to the GST payable, in addition to the GST exclusive consideration payable for the relevant supply.

17.4 Any amounts payable under Special Term 17.3 must be paid at the same time as the consideration for the relevant supply is paid.

17.5 If this Agreement requires a party to reimburse any other party for any expense, loss or outgoing (reimbursable expense) incurred by another Party, the amount that must be reimbursed by the first party will be the sum of:

(1) the amount of the reimbursable expense net of input tax credits (if any) to which the other Party is entitled in respect of the reimbursable expense; and

(2) if the payment of the reimbursable expense is consideration for a taxable supply, any GST payable in respect of the reimbursable expense.

17.6 This Special Term 17 does not merge on or by the commencement of the Site Agreement.

18 No Caveats

18.1 The Home Owner must not lodge any caveat over the Park Land.

19 Park Owner's IP

19.1 The Home Owner acknowledges and agrees that:

(1) the Park Owner (or its Associated Entities) owns the Park Owner's IP;

(2) the Park Owner may (but is not obliged to) brand the Park with the Project Logos;

(3) the Park Owner may (but is not obliged to) licence any person to use and exploit the Park Owner IP and may withdraw any such licence at its discretion; and

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(4) the Home Owner will have no rights or interests in any of the Park Owner's IP.

19.2 The Park Owner may:

(1) determine whether any of the Park Owner's IP is to be used in connection with the Park or to provide a descriptor for the location of the Park;

(2) elect not to allow use of the Park Owner 's IP in connection with the name of the Park;

(3) elect at any time not to allow the continuing association of the Park Owner's IP with the Park;

(4) elect not to maintain any registration or approval for the Park Owner's IP (or any part of it) under applicable Laws;

(5) allow (but is not obliged to allow) the use of the Park Owner's IP in connection with the conduct of any business associated with the management of the Park from the Park Land (whether under licence or otherwise) or from any other land; and

(6) allow the use of any intellectual property rights or branding that is not part of the Park Owner's IP in connection with any business conducted as part of the Park Development including in connection with the conduct of any business associated with the management of the Park from the Park Land.

19.3 The Park Owner will not object to the Home Owner (in common with other Residents) describing the Site's location with reference to the words "Riverbend Agnes Water Resort" or if the Park Owner allows the Park Owner's IP to be used to identify or locate the Site. The Home Owner acknowledges that in not objecting to the Home Owner describing the Site's location with reference to the words "Riverbend Agnes Water Resort", the Park Owner is:

(1) not granting any licence to the Home Owner in the Park Owner's IP;

(2) not allowing the Home Owner to use the Project Logos or the Trademarks as trademarks;

(3) only recognising the potential for the location of the Site to be identified by reference to the words "Riverbend Agnes Water Resort" and that Residents may refer to their sites in the Park in that context.

19.4 The Home Owner acknowledges that it will have no entitlement to use any of the Park Owner's IP, other than to describe its location as contemplated by Special Term 19.3. The Home Owner acknowledges that damages will not be an adequate remedy for a breach of this Special Term 19 and the Park Owner may seek injunctive or declaratory relief (in addition to any

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other remedy) to prevent or restrain a beach by the Home Owner of this Special Term 19.

19.5 The Park Owner is not required to:

(1) disclose to the Home Owner; or

(2) obtain the approval of the Home Owner in relation to,

any use of or arrangement in connection with the Park Owner's IP in connection with the Park.

20 Liquor Licensing

20.1 The Home Owner acknowledges that the Park Owner may obtain Liquor Licences in respect of licensed premises comprising all or part of the Park Land and that the Park Owner or another party may operate licensed premises at the Park.

20.2 Without limiting Special Term 20.1, the Home Owner further acknowledges that the Park Manager may be authorised by the Park Owner to apply for a Liquor Licence and to operate licensed premises as part of the conduct of the operation and management of the Park.

20.3 The Home Owner consents to:

(1) the use of Common Areas as determined by the Park Owner by the Park Owner or another party (whether a Park Manager or an Associated Entity of the Park Owner) in connection with the operation of licensed premises (provided applicable Approvals, Laws and requirements of Authorities are obtained and complied with); and

(2) the Park Owner, another party (whether an Associated Entity of the Park Owner or not) making or consenting to the making of any application in connection with connection with the operation of licensed premises from Park Land.

20.4 The Home Owner must not do anything which may cause the holder of a Liquor Licence to be in breach of the relevant Liquor Licence terms, any applicable Laws or other associated requirements of Approvals or Authorities.

20.5 The Home Owner acknowledges that the Park Owner or its Associated Entities may hold, retain and deal with rights in connection with Liquor Licences and any associated rights under Laws or Approvals without reference to the Home Owner.

20.6 The Home Owner must sign any forms, consents or other documentation required by the Park Owner or its Associated Entities to be executed to

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perfect or allow the Park Owner to exercise any of the Park Owner's rights in connection with Liquor Licences referred to in this Special Term 20.

21 Marketing of Park

21.1 The Park Owner may use reasonable methods to market sites in the Park by placing signs on Common Areas, allowing inspections of the Common Areas, including Common Facilities and maintaining a display suite on Park Land.

21.2 The Park Owner may allow access to the Park at all reasonable times for the purpose of conducting marketing and selling activities in respect of the Park. In exercising rights under this Special Term 21, the Park Owner will at all times give reasonable consideration to the convenience of Home Owner and to the Park Owner's obligations as to quiet enjoyment of the Site and Common Areas.

22 Privacy

22.1 The Park Owner is permitted to use the Home Owner's personal information (**Personal Information**) for the purposes of enabling the Park Owner to perform its obligations under this Site Agreement, and by executing this Site Agreement, the Home Owner consents to the Park Owner using that Personal Information for that purpose.

22.2 The Park Owner will use the Personal Information in accordance with the *Privacy Act 1988* and the Park Owner's Privacy Policy available on request made in writing to the Park Owner.

22.3 The Home Owner may contact the Park Owner to gain access to and request correction or amendment to the Home Owner's Personal Information.

22.4 The Park Owner may disclose the Home Owner's Personal Information to:

(1) third parties that are associated with:

(2) giving effect to the transaction contemplated under this Contract; and

(3) the performance of the Park Owner 's obligations under this Contract; and

(4) the Park Owner's Associated Entities.

23 Notice of Issues

23.1 Any problems or complaints the Home Owner may have regarding the Park are to be presented to the Park Manager in writing via the Park email or posted to or dropped into the mailbox addressed to "The Park Manager"

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Riverbend Agnes Water Resort. All letters must be addressed to the Park Manager.

24 Exclusions

24.1 To the extent permissible by Law, and if the Park Owner has reasonable grounds to do so, the Park Owner may:

(1) refuse anyone other than the Home Owner admission to or accommodation in the Park;

(2) remove from the Park any:

(a) anyone not authorised to enter the Park;

(b) person who acts with drunk, obnoxious, illegal or immoral behaviour; uses bad language; or speaks to any person in a threatening or derogatory manner; or

(c) person who disturbs the peace and quiet of others or who refuses to obey the Park Rules; and

(d) refuse admittance to, or remove from the Park, any person, other than the Home Owner, that does not comply with this Site Agreement.

25 Trustee Limitation

25.1 The Home Owner acknowledges that the Park Owner (Trustee) is entering into this Site Agreement only in its capacity as trustee of the Riverbend 1770 Trust (Trust) and in no other capacity.

25.2 The Trustee is not liable to the Home Owner or any other person in any capacity other than in its capacity as trustee of the Trust.

25.3 A liability to the Home Owner or any other person arising under or in connection with this Site Agreement is limited to, and can be enforced by that person against the Trustee, only to the extent to which it can be satisfied out of any property held by the Trustee out of which the Trustee is actually indemnified for the liability. This limitation of the Trustee's liability applies despite any other provision of this Site Agreement and extends to all liabilities and obligations of the Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Site Agreement.

25.4 No person may sue the Trustee in any capacity other than as trustee of the Trust, including seeking the appointment of a receiver (except in relation to property of the Trust), a liquidator, an administrator or any other similar person to the Trustee or prove in any liquidation of or affecting the Trustee (except in relation to the property of the Trust).

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25.5 The Home Owner waives its rights and releases the Trustee from any personal liability in respect of any loss or damage which the Home Owner may suffer as a consequence of a failure of the Trustee to perform its obligations under this Agreement, which cannot be paid or satisfied out of any property of the Trust.

25.6 The provisions of this clause 25 will not apply to any obligation or liability of the Trustee to the extent arising as a result of the Trustee's fraud, negligence or wilful default.

25.7 The Home Owner acknowledges that it is responsible under this Site Agreement for performing a variety of obligations under this Agreement. No act or omission of the Trustee (including any related failure to satisfy its obligations or breach of representation or warranty under this Site Agreement) will be considered fraud, negligence or wilful default of the Trustee for the purposes of clause 25.6 to the extent to which the act or omission was directed by or caused or contributed to or by any failure by the Home Owner to fulfil its obligations relating to this Site Agreement or by any act or omission of the Home Owner.

25.8 No attorney, agent or delegate appointed in accordance with this Site Agreement has authority to act on behalf of the Trustee in any way which exposes the Trustee to any personal liability and no act or omission of any such person will be considered fraud, negligence or wilful default of the Trustee for the purposes of clause 25.6.

26 General Terms

26.1 Further assurance

Each party must promptly at its own cost do all things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to this Site Agreement.

26.2 Severability

If anything in this Site Agreement is unenforceable, illegal or void then it is severed and the rest of this Site Agreement remains in force.

26.3 Variation

An amendment or variation to this Site Agreement is not effective unless it is in writing and signed by the parties. Variations to Special Terms must be made in the way the Act allows.

26.4 Waiver

(1) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

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(2) The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.

(3) A waiver is not effective unless it is in writing.

(4) Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

26.5 **Notices**

(1) In addition to any other method of service provided by law, the Notice may be:

(a) sent by prepaid priority post to the address of the addressee set out in this Site Agreement or subsequently notified;

(b) sent by email to the email address of the addressee notified by the addressee on or about the date of this Site Agreement, or subsequently; or

(c) delivered at the address of the addressee set out in this Site Agreement or subsequently notified.

(2) If the Notice is sent or delivered in a manner provided by clause 26.5(1), it must be treated as given to and received by the party to which it is addressed:

(a) if sent by post, on the 3rd Business Day (at the address to which it is posted) after posting;

(b) if sent by email before 5pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt; or

(c) if otherwise delivered before 5pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.

26.6 **Electronic Communications Consent and Electronic Signatures**

(1) The parties consent to the use of Electronic Communication and agree that Electronic Communications may be used for the purpose of giving notices under this Site Agreement, documents, materials or other communications and fully satisfies any requirement that such notices, documents, materials or other or communications be provided to the parties in writing or in a form that the parties may keep.

(2) The parties confirm and ratify their consent to use of Electronic Communications to give or receive documents and communications

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in connection with the transactions under this Site Agreement including the Disclosure Documents.

(3) Each party agrees that Electronic Signatures, whether digital or encrypted, of a party included in this Site Agreement are intended to authenticate the writing in this Agreement and indicate the party's intention to be bound by this Site Agreement in the same manner and with the same force and effect as execution by non-electronic signature.

26.7 Time and Delay

(1) Time is of the essence of this Site Agreement.

(2) If the parties agree to vary a time requirement, the time requirement so varied is of the essence of this Site Agreement.

(3) An agreement to vary a time requirement must be in writing.

26.8 Governing Law and Jurisdiction

(1) The law of Queensland governs this Site Agreement.

(2) The parties submit to the non-exclusive jurisdiction of the courts of Queensland and the Federal Court of Australia.

26.9 Exchange of counterparts

(1) This Site Agreement may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same agreement.

(2) A counterpart of this Site Agreement may be executed by Electronic Signature by a party.

(3) This Site Agreement is binding on the parties on the exchange of executed counterparts. A copy of an original executed counterpart sent by Electronic Communication:

(a) must be treated as an original counterpart;

(b) is sufficient evidence of the execution of the original; and

(c) may be produced in evidence for all purposes in place of the original.

27 Definitions and Interpretation

27.1 Definitions

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In this Site Agreement the following words and expressions have the meaning shown unless the context requires otherwise:

(1) **Act** means the *Manufactured Homes (Residential Parks) Act 2003 (Qld)* as amended from time to time;

(2) **Abandonment** means the Home Owner and any Authorised Occupant have abandoned the Manufactured Home positioned on the Site;

(3) **Additional Charges** means charges for the supply or provision of Additional Services;

(4) **Additional Services** means supplies or services the Park Owner may choose to provide to, or procure third parties to provide to, Residents to enhance the amenity or enjoyment of the Park by Residents and includes any specific services in Schedule 2;

(5) **Amending Act** means the *Manufactured Homes (Residential Parks) Amendment Act 2024 (Qld)*;

(6) **Approvals** means any approvals, authorisations, permits, consents, decision notices, infrastructure charges notices, infrastructure notice decisions, certifications and any terms and conditions under or in connection with any of them, in respect of, for or in connection with the Park Land and incudes the development approvals under the *Planning Act 2016* applicable to the Park Land or Park Development;

(7) **Assignment** means any agreement or arrangement to assign or transfer the Home Owner's interest in this Site Agreement to a person other than the Home Owner or an Authorised Occupant; so as to enable that person to occupy, even temporarily, the Manufactured Home or any part of the Site and, without limitation, includes:

(a) home swapping or home sharing arrangements; and

(b) and any devolution under to a will,

and whether or not any payment or other consideration is involved in any such arrangement for the benefit of the Home Owner;

(8) **Associated Entity** means an entity or person with whom the Park Owner is undertaking the Park Development under any structure or arrangement;

(9) **Authority** means any government or any governmental or semi-governmental entity, authority, agency, commission, corporation or body (including those constituted or formed under any Law);

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(10) **Business Day** means a day other than a Saturday, Sunday or public or bank holiday in Queensland;

(11) **Claim** means any claim, demand, remedy, suit, injury, damage, Liability, action, proceeding, right of action, claim for compensation or claim for abatement of any monetary obligation;

(12) **Commencement Date** means the commencement date specified in Part 1 Section 4 of the Form 2.

(13) **Common Areas** means all those parts of the Park from time to time set aside or made available by the Park Owner for use in common by Residents or other persons lawfully authorised to be in the Park and which are not dedicated to use by the Park Owner or Park Manager to the exclusion of Residents;

(14) **Common Facilities** means facilities forming part of the Common Areas including:

(a) those comprising recreational facilities and amenities, service facilities and visitor parking;

(b) Utility Infrastructure for the Park that provides Utility Services to Common Areas or to more than one Resident; and

(c) other services or amenities to, or for the benefit or enjoyment of Residents in common;

(15) **Common Facilities Staging Plan** means the plan in Annexure D;

(16) **CPI** means the Consumer Price Index for Brisbane (All Groups) published by the Australian Bureau of Statistics or if this is suspended, discontinued, or the method of its calculation is significantly altered so that it does not, in the opinion of the Park Owner, reflect the cost of living in Brisbane, an index that the Park Owner decides reflects changes in the cost of living in Brisbane;

(17) **Cooling off Period** means the cooling off period applicable to this Site Agreement under the Act;

(18) **Default** means a failure to comply with any of the terms and conditions of this Site Agreement;

(19) **Default Notice** means the written notice that:

(a) specifies a Default; and

(b) states what the Home Owner must do to:

(i) remedy the Default; or

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(ii) if the Default is not capable of remedy, and at the election of the Park Owner, prevent the Default reoccurring;

(iii) states the time in which the Home Owner is required to remedy the Default which must be no less than any time prescribed by the Act;

(20) **Design Approval Process** means the process in Special Term ## to be followed if the Home Owner intends to replace the Manufactured Home on the Site or otherwise materially alter the Home Owner's Manufactured Home;

(21) **Development Activity** means all activities or matters defined or regulated as development under the *Planning Act 2016 (Qld)* or any other Law and any other required or necessary activity or matter, conducted, undertaken or required in connection with Park Development and includes construction and works;

(22) **Development Risks** means risks and liabilities in connection with the undertaking of Park Development, including without limitation Liabilities:

(a) for applying for and obtaining Approvals;

(b) payable under or in connection with the terms of the Approvals including infrastructure charges;

(c) to Financiers to fund the costs of Park Development;

(d) to contractors and consultants to undertake development Activities for Park Development;

(e) of management and administering Park Development;

(f) comprising acceptance of the risk of:

(i) a Change in Law; or

(ii) compliance with, and fulfilment of, requirements of Authorities in relation to Park Development;

(g) comprising acceptance of the risk of prospective Residents not complying with their legal arrangements;

(h) comprising acceptance of the risk of Changed Market Conditions that may adversely affect the Park Development; and

(i) comprising acceptance of the risk of the occurrence of Prescribed Events;

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(23) **Disclosure Documents** means the:

(a) Initial disclosure document (Manufactured Homes Form 1A); and

(b) Supplementary disclosure document (Manufactured Homes Form 1B),

the Park Owner must give to the Home Owner under the Act;

(24) **Discretionary Rights** means rights the Park Owner or its Associated Entities have for Park Development referred to in Special Term 11 and Schedule 1;

(25) **Document Acknowledgment** means the form of acknowledgement titled "Riverbend Resorts Document Acknowledgment" executed by the Home Owner prior to entering into this Site Agreement, given with the Disclosure Documents, and under which the Home Owner gives acknowledgements as to receiving the Disclosure Documents and having its attention drawn to particular rights of the Park Owner under this Site Agreement;

(26) **Electronic Communication** means electronic communication under the *Electronic Transactions (Queensland) Act 2001 (Qld)*;

(27) **Electronic Signature** means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures;

(28) **Fence** means any fence or dividing structure or wall (including any gate, fixtures and fittings, vegetative border or hedge, but excluding retaining walls or any part of a fence that is a retaining wall), in whole or part, that is:

(a) approved by the Park Owner; and

(b) is on the Site or on or about the boundary of the Site from time to time, and which separates the Site from:

(i) another site within the Park;

(ii) any Common Area; or

(iii) any land not owned by the Park Owner and not part of the Park; or

(c) located wholly within the Site;

(29) **Fence Criteria** means the following criteria for a Fence:

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(a) it is in keeping with any existing or previously existing Fence, or is otherwise considered acceptable to the Park Owner;

(b) it is in keeping with the purposes for which the Park Land separated by the Fence is used, or intended to be used;

(c) it is capable of being maintained;

(d) it is consistent with any policy adopted, or Law made, in relation to fencing by an Authority; and

(e) it is consistent with any requirement for the Fence specified in an Approval applying to the Park Land;

(30) **Financier** means any entity or person that provides financial accommodation to the Park Owner or any Associated Entity (and to any of them in combination) for the purpose of the Park Development and whether provided by way of equity investment, debt financing or provision of security or assurance;

(31) **Form 2** means the document titled "Form 2 Site Agreement" prescribed by, or issued under, regulation;

(32) **Frontage** means that part of the Site identified on the Frontage Plan as the frontage of the Site;

(33) **General Increase Day** means:

(a) a general increase day as defined under the Act, including as set out in Part 1 Section 13 or the Form 2; and

(b) a general increase day specified as such (and being 1 July in any relevant year) on which a market review of Site Rent may occur - but only where the Act permits a market review be undertaken and that term has been validly incorporated in this Site Agreement;

(34) **Home Owner** means the party named as the prospective home owner/s in Part 1 Section 2 of the Form 2;

(35) **Home Owner's Insurances** means:

(a) public risk liability insurance in an amount of not less than $10 million or such other amount as reasonably nominated by the Park Owner from time to time;

(b) replacement and all risks insurance in respect of the Manufactured Home for its full replacement value from time to time;

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(c) plate glass insurance in respect of the Manufactured Home; and

(d) any other form of insurance that the Park Owner (or its Financier) may reasonably require from time to time in amounts and for such other insurable risks against which a prudent home owner would protect itself in similar circumstances;

(36) **Home Owner's Works** means works for or in connection with any proposed improvement, alteration or addition to the Site (including excavation) or the Manufactured Home (internal or external) including:

(a) the demolition, removal or replacement by the Home Owner of the Manufactured Home;

(b) the installation of partitions;

(c) the affixing, painting or displaying of signs, advertisements, posters or banners;

(d) the installation of air conditioning;

(e) the erection of external awnings, blinds or lattice;

(f) the erection, alteration or modification of any Fence or Retaining Wall (if permitted by the Park Owner and not undertaken by the Park Owner); or

(g) the erection of garden sheds, external lines, fencing or carports,

but excluding any form of alteration the Act specifies the Park Owner cannot restrict or prohibit;

(37) **Home Sale Agreement** means the agreement under which the Home Owner agreed to acquire the Manufactured Home from 1770 Equities Pty Ltd ACN 659 976 397 as installed on the Site;

(38) **General Increase Day** means the day set out in Part 1 Section 13 of the Form 2;

(39) **Incorporated Terms** has the meaning given in Special Term 1.1(2)(d);

(40) **Keys** means any form of entry device provided to enable access to the Common Areas, including any Common Facilities;

(41) **Law** includes:

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(a) those principles of law established by decisions of courts;

(b) statutes, regulations, by-laws and other subordinate regulations of the Commonwealth or State or an Authority;

(c) binding requirements and Approvals (including any conditions or requirements under them); and

(d) the lawful requirements of an Authority.

(42) **Liability** includes any cost, expense, fine, penalty, loss, damage or liability whether direct, indirect or consequential (including pure economic loss), present or future, fixed or unascertained, actual or contingent and the assumption of risks if the context requires and **Liable** has a corresponding meaning;

(43) **Liquor Licence** means any liquor licence held by the Park Owner or its Associated Entity as at or after the date of this Site Agreement in respect of the Park or part of it;

(44) **Local Government** means the Fraser Coast Regional Council;

(45) **Logos** means the logos for the Park (or any variation of them) and includes any, name, slogan or device which refers to the words "Riverbend Resorts or Riverbend Agnes Water Resort"

(46) **Marketing Material** means any materials or information relating to the promotion description or illustration of the Park or Park Development prepared by or on behalf of the Park Owner or any of its Associated Entities or otherwise authorised by the Park Owner for distribution in connection with the Park or Park Development and includes:

(a) advertising materials in any media;

(b) brochures or publications relating to the Park or any part of it;

(c) models depicting the Park or any part of it;

(d) samples or illustrations of finishes or any other elements to be comprised in the Common Areas when completed;

(e) plans, drawings and architectural representations of the Park or any part of it, including any approved plans, drawings or depictions under Approvals that are available whether in hard copy or by search of electronic platforms maintained by any Authority ;

(f) website content or content on any social networking site or analogous media platforms; and

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(g) any Park Owner's IP associated with the Park and used in promotion or branding of the Park or any part of it;

(47) **Market Review Date** means a day set out in a notice from the Park Owner under Special Term 4.2(4) as a General Increase Day on which a market review of Site Rent may occur;

(48) **Market Review Period** means the period commencing six months before and ending 63 days before a Market Review Date;

(49) **Manufactured Home** means the manufactured home situated on the Site from time to time;

(50) **Park** means the residential park on the Park Land, of which the Site is a part, and which is more particularly described in Part 1 Section 3 of the Form 2;

(51) **Park Development** means the development or re-development of the Park Land, including in Stages, under the terms of applicable Approvals and includes the conduct and operation of approved uses from their commencement from the Park Land;

(52) **Park Documents** means documents, agreements or arrangements established or procured by the Park Owner in connection with the Park Development, including:

(a) contracts for the construction or undertaking of works in the Park or on Park Land;

(b) contracts for maintenance, repair or replacement of any part of the Park including Common Areas and Utility Infrastructure;

(c) other documents, agreements or arrangements (including those specified above) for:

(i) the supply of services (including Additional Services);

(ii) the supply or provision of Utility Services or the installation of Utility Infrastructure;

(iii) use, occupation and operation of Common Areas;

(53) **Park Land** means the land on which the Park Development is undertaken which at the Commencement Date is the land described as Lot 101 on SP176830 Title Reference 50571174 and located at 101 Bryant Street, Agnes Waters, Queensland, 4677;

(54) **Park Manager** means the person named as park manager in Part 1 Section 1 of the Form 2 or such other person as the Park Owner may appoint as park manager from time to time;

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(55) **Park Manager's Agent** means each officer, employee, agent and contractor of the Park Manager;

(56) **Park Owner** means the party named as the Park Owner in Part 1 Section 1 of the Form 2 and includes any successor in title to the Park Owner at the Commencement Date;

(57) **Park Owner's Agents** means each officer, employee, agent and contractor of the Park Owner and may, where the context permits, include the Park Manager;

(58) **Park Rules** means those park rules in force for the Park at the Commencement Date and as may be varied from time to time in the way allowed by the Act;

(59) **Prescribed Event** means any of the following events:

(a) weather or conditions resulting from weather;

(b) any civil commotion, combination of workmen, strikes or lockouts affecting the progress of the development or operation of the Park;

(c) a shortage of labour, transportation, fuel, power or plant, machinery, equipment or material that affects the works undertaken in connection with the development or operation of the Park;

(d) delays in the manufacture, availability or supply of items used for Park Development and Development Activities;

(e) any occurrence, act, matter or thing beyond the reasonable control of a party attributable to impacts of any pandemic (including COVID) that affects the ability of that party to perform its obligations or exercise its rights under this Contract, including the following where caused, resulting from or connected to, COVID Impacts:

(f) changed market conditions;

(g) delays in obtaining, or inability to obtain, information, responses or Approvals from a relevant Authority;

(h) any delay in obtaining a required Approval for the development or operation of the Park or any part of it;

(i) a change to a Law which adversely impacts the Park Owner's ability to undertake Park Development or Development Activities;

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(j) a direction by an Authority or application of a Law or Requirement by an Authority in a manner that adversely impacts the Park Owner's ability to undertake Park Development or Development Activities;

(k) destruction of or damage to the Park; and

(l) any matter that may be the basis for a valid grant of an extension of time to a contractor under a works contract for Park Development entitling the contractor to extend the time for completion of the construction of the relevant works;

(60) **Preserved Terms** means any or all of the following as may be applicable in a given context:

(a) any right or obligation of the Home Owner under the Act that cannot be lawfully excluded or contracted out of;

(b) any right or obligation of the Park Owner under the Act that cannot be lawfully excluded or contracted out of; and

(c) any provision of the Act that operates to the exclusion of, or with precedence over, any other agreement about the subject matter of that provision;

(61) **Resident** means a home owner occupying a site in the Park and includes the Home Owner where the context requires;

(62) **Retaining Wall** means any retaining wall or part of it that:

(a) is approved by the Park Owner; and

(b) is on the Site or on or about the boundary of the Site from time to time, and which separates the Site from:

(i) another site at the Park;

(ii) any Common Area; or

(iii) any land not owned by the Park Owner and not part of the Park; or

(c) is located wholly within the Site,

and includes its associated infrastructure;

(63) **Retaining Wall Criteria** means any retaining wall that meets the following criteria:

(a) it is in keeping with:

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(i) any existing or previously existing Retaining Wall, or is otherwise considered acceptable by the Park Owner;

(ii) the purposes for which the Park Land separated by or adjacent to the Retaining Wall is used, or intended to be; and

(iii) the kind of Retaining Wall constructed or used in the Park;

(b) it is capable of being maintained; and

(c) it is consistent with any policy adopted, or Law made, in relation to Retaining Walls by an Authority; and

(d) it is consistent with any requirement for the Retaining Wall specified in an Approval applying to the Park Land;

(64) **RV Parking Area** means the area shown on the plan in Annexure E;

(65) **Site** means the site which is the subject of this Site Agreement and which is more particularly described in Part 1 Section 3 of the Form 2 and shown on the Site Plan;

(66) **Site Agreement** means the agreement of which these Special terms are a part and which includes the Form 2 and the Incorporated Terms;

(67) **Site Plan** means the plan in Annexure B;

(68) **Site Rent** means:

(a) in respect of the first year of this Site Agreement, the site rent payable by equal weekly instalments as specified in Part 1 Section 5 of the Form 2;

(b) for the second and each subsequent year of the Site Agreement, the site rent as reviewed in accordance with clause 4.2, payable by equal weekly instalments; and

(c) those Utilities Charges included in the Site Rent as particularly described in Part 1 Section 11 of the Form 2.

(69) **Special Cost** means any of the following costs:

(a) an operational cost of running the Park such as the rates, taxes or utility costs for the Park; or

(b) a repair cost in relation to the Common Areas or Common Facilities in the Park that the Park Owner could not reasonably have foreseen; or

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(c) an upgrade cost of significant upgrades to the Common Areas or Common Facilities in the Park;

(70) **Special Increase Day** means the proposed date of the rent increase;

(71) **Special Increase Notice** means the written notice given to the Home Owner at least 2 months before the Special Increase Day informing them of the Site Rent increase;

(72) **Special Terms** means the terms in this annexure;

(73) **Stage** means a stage of the Park Development, as shown in the Staging Plan and **Staged or Staging** means undertaking Park Development progressively in stages;

(74) **Staging Plan** means the plan showing the indicative Staging for Park Development in Annexure C;

(75) **Stipulated Rate** means 12% percentage rate per annum;

(76) **Tribunal** means QCAT;

(77) **Utility Charges** means those charges for the supply of Utility Services and which are not incorporated into the Site Rent;

(78) **Utility Services** means utilities services supplied to or consumed at the Site or Manufactured Home;

(79) **Utility Infrastructure** means the utility infrastructure used for the provision of the Utility Services; and

(80) **Vehicle** includes any type of transport that moves or is transported on wheels, including bicycles, motorcycles, electric or motorised scooters, mobility vehicles, golf carts/buggies, boats, caravans, campervans, camper trailers and trailers;

27.2 **Interpretation**

(1) Reference to:

(a) one gender includes the others;

(b) the singular includes the plural and the plural includes the singular;

(c) a person includes a body corporate;

(d) a Party includes the Party's executors, administrators, successors and permitted assigns;

(e) a statute, regulation or provision of a statute or regulation (**Statutory Provision**) includes:

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(i) that Statutory Provision as amended or re-enacted from time to time; and

(ii) a statute, regulation or provision enacted in replacement of that Statutory Provision; and

(f) money is to Australian dollars, unless otherwise stated.

(2) Including and similar expressions are not words of limitation.

(3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

(4) Headings are for convenience only and do not form part of this Site Agreement or affect its interpretation.

(5) A provision of this Site Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Site Agreement or the inclusion of the provision in this Site Agreement.

(6) If a defined term, matter or thing is stated in this Site Agreement to be applicable or required, depending on the context, or to otherwise be relevant if applicable, the Park Owner's determination as to whether the extended application of the definition, matter or thing should apply or is required or relevant is determinative where there are alternative constructions reasonably available.

(7) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

(8) If a party consists of more than 1 person, this Site Agreement binds each of them separately and any 2 or more of them jointly.

(9) An obligation, representation or warranty in favour of 2 or more persons is for the benefit of them separately and any 2 or more of them jointly

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Schedule 1- Discretionary Rights

1 Introduction

1.1 The matters in this Schedule 1 are Discretionary Rights preserved to the Park Owner for the purpose of the Park Development. They relate to the Park Owner's rights to determine, without limitation:

(1) the manner and time in which Park Development will be undertaken;

(2) to make changes to the Park Development or other development on adjoining land undertaken by the Park Owner or its Associated Entities;

(3) the operational scope and requirements for the Park Development; and

(4) how Park Documents will address, control, regulate, govern, manage, or otherwise provide for those matters.

1.2 Discretionary Rights in this Schedule 1 may be exercised in conjunction with each other and are not mutually exclusive or limiting of other provisions of this Site Agreement that contain other Discretionary Rights for the benefit of the Park Owner .

2 Staging

2.1 The Park Owner discloses and the Home Owner acknowledges:

(1) the Park is intended to be developed in Stages as determined by the Park Owner and authorised by Approvals;

(2) the indicative intention for Staging of park Development at the Commencement date is shown in the Staging Plan; and

(3) the timing for commencement and completion of Stages depends on a number of factors, including market forces and economic conditions, availability of prospective Residents and other matters that the Park Owner considers are relevant to Park Development.

2.2 The Park Owner may determine (including where requiring changes to the Staging Plan):

(1) the components of the Park Development to be included in any Stage;

(2) sequence of Stages of the Park Development;

(3) the timing in which Stages of Park Development will occur;

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(4) whether to defer or proceed at all with any Stage of the Park Development not commenced at the Commencement Date; and

(5) the allocation of, and rights of use for, Common Areas and Common Facilities developed in any Stage of the Park Development.

3 Development Activities

3.1 The Park Owner or its Associated Entities may undertake Development Activities for the Park Development and may engage any consultants or contractors of the Park Owner's or its Associated Entities' choosing for the Park Development under one or more engagements or works contracts.

3.2 Parts of the Park Development may be constructed by different contractors, including Utility Infrastructure.

3.3 The Park Owner or its Associated Entities may change or terminate a works contract with any contractor it or an Associated Entity it engages.

3.4 The Park Owner makes no warranty that any particular contractor announced or advertised as the contractor for the Park Development will be or remain the contractor for construction of the Park Development or any part of it. The Home Owner warrants that it has not relied on any such announcement or advertisement in deciding to enter into this Contract.

3.5 Construction may be undertaken to reflect Staging of Park Development, and construction staging may occur in any sequence as determined by the Park Owner.

3.6 There may be at and after the Commencement Date:

(1) continuing construction works for Park Development on Park Land or other land adjoining Park Land, including installation and commissioning of Utility Infrastructure;

(2) continuing works for the locating and installation of manufactured homes on sites in the Park for other Residents;

(3) repositioning (from time to time) of manufactured homes to sites in the Park,

together with disruptions and inconveniences of the type usually associated with construction works or other associated Development Activities, including due to:

(4) the use of construction equipment and machinery;

(5) access of contractors and equipment to the Park Land;

(6) storage of plant and equipment, machinery and construction materials on Park Land;

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(7) requirements to ensure compliance with work place health and safety Laws, risk migration measures during works and other Laws affecting the conduct of works.

3.7 The Park Owner will take reasonable steps to minimise or mitigate disruption from ongoing construction works or other Development Activities having regard to the Park Owner's obligation to provide quiet enjoyment of the Site and Common Areas.

3.8 The Home Owner agrees not to try to delay or restrain works or other Development Activities where the Park Owner has taken reasonable steps to minimise or mitigate disruption from ongoing construction works or other Development Activities.

3.9 The Home Owner acknowledges disclosure of the matters in this Special Term was made to the Home Owner before it signed this Site Agreement and that the prevention of works or other Development Activities, conducted within reasonable hours, is not necessary to enable the Park Owner to meet its obligations to provide quiet enjoyment of the Site or Common Areas.

4 Common Facilities

4.1 The Park Owner and its Associated Entities may determine:

(1) the nature, location and extent of Common Areas and Common Facilities for the Park, including their allocation to any Stage of Park Development;

(2) arrangements for the development of Common Areas and Common Facilities, including for consultants and contractors during construction; and

(3) arrangements for access to, and use of, Common Areas and Common Facilities when constructed.

4.2 Park Documents established by the Park Owner or its Associated Entities may also include terms for the control, regulation, management, operation, maintenance, repair and replacement of Common Areas and Common Facilities, including to give effect to the exercise of the Park Owner's other Discretionary Rights.

4.3 Common Facilities may be completed or available for use at different times depending on the progression and sequence of Park Development (including construction) as determined by the Park Owner. Some Common Facilities may accordingly not be completed and operational at the Commencement Date but be completed in a later Stage of the Park Development (if that later Stage is undertaken).

4.4 The Common Facilities Staging Plan shows indicatively the proposed sequencing for the staged development of the Common Facilities. The Home Owner acknowledges the Park Owner may change the Common

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facilities Staging Plan and sequence, timing and allocation of Common Facilities delivery between Stages.

4.5 The Home Owner acknowledges that the Park Owner may procure or cause Common Facilities to be:

(1) located or relocated on Common Areas as the Park Owner determines and in a way required to comply with applicable Laws, Approvals and requirements of Authorities or otherwise as the Park Owner determines as appropriate for the Park Development;

(2) available for the use and benefit of some Residents to the exclusion of other Residents, including as provided for in the Park Rules.

4.6 During Park Development, the Park Owner may relocate, transpose or reposition Common Facilities. Common Facilities may be provided on a temporary or interim basis to facilitate Development Activities.

4.7 The Park Owner may change the appearance, nature and composition of Common Facilities where the Park Owner considers it necessary to do so to account for the design and construction of the Park and the better operation of the Park. The Park Owner will take all reasonable steps to ensure recreational Common Facilities proposed for the Park are incorporated as part of the Park Development, substantially as forecast.

4.8 The Park Owner may:

(1) determine that the Park Owner, any Associated Entity or third parties will:

(a) retain or hold ownership of, or rights in respect of the management and operation of any Common Areas or Common Facilities;

(b) supply Utility Services or Additional Services to the Park and sites within the Park,

and establish Park Documents terms for those purposes, including to delegate the functions and powers of the Park Owner or Park Manager to the appointed service contractor (without limiting the Park Owner's obligations under Preserved Terms);.

(2) include in Park Documents relevant acknowledgements of the rights and obligations of the Park Owner and of Residents in respect of the management, operation, maintenance, repair and replacement of Common Areas and Common Facilities;

(3) determine not to include rights in Park Documents where, in the Park Owner's opinion, those rights are provided by under applicable Law; and

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(4) determine and procure the acceptance of (including by way of provisions included in any Park Documents) any arrangements considered appropriate and necessary by the Park Owner to accommodate access and other rights required for the inspection, maintenance, repair and replacement of any Common Areas or Common Facilities.

4.9 The Park Owner may during the undertaking of Development Activities:

(1) cause Common Areas to be closed on a temporary basis;

(2) require and allow Common Areas to be inaccessible due to safety or compliance reasons;

(3) facilitate the use by the Park Owner, and persons authorised by it, of the Common Areas or other site areas or proposed site areas in the Park to:

(a) give access to and egress from any part of the Park with or without vehicles and equipment; and

(b) store building materials, vehicles, equipment or fill on the Park;

(4) require Residents to comply with any reasonable directions of the Park Owner (or those authorised by it, including the Park Owner's contractors), including directions related to traffic (vehicle and pedestrian) flow or safety;

(5) require restrictions to access and use of the Common Areas and Common Facilities until a later stage of the Park has been completed.

5 Plans and Reconfiguration

5.1 The Park Owner may determine in its absolute discretion any subdivision plan format in connection with any reconfiguration of the Park Land in the course of Park Development.

5.2 Any plans for reconfiguration of Park Land may be varied to accommodate Park Development including to facilitate the exercise of the Park Owner's rights under this Site Agreement in connection with Park Development.

5.3 Reconfiguration of the Park Land may occur progressively, or in any sequence determined by the Park Owner to effect the progressive development of the Park or development on adjoining land to Park Land.

5.4 The Park Owner or its Associated Entities (as applicable) may alter:

(1) the number of sites, including where the Park Owner adds sites to, or reduces sites in, any Stage of the Park Development to reflect any change under Approvals obtained by the Park Owner;

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(2) the design, construction, configuration, boundaries, dimensions or layout of any part of the Park Land, including Common Areas and Common Facilities and of any buildings or improvements.

5.5 The Park Owner or any of its Associated Entities may apply for an Approval (or modification to an Approval) to alter:

(1) the number or configuration of sites in any part or Stage of the Park Development;

(2) the sequencing of any Stage of Park Development or any development on adjoining land to Park Land,

and if the Park Owner obtains an amended Approval (or modification) permitting changes, the Park Owner may include any additional sites or additional Common Areas in the Park.

6 Park Rules

6.1 The Park Owner may amend Park Rules or other Park Documents to reflect the incorporation of additional sites or Common Areas as part of the Park.

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Schedule 2 – Additional Services

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Annexure C –Staging Plan

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Annexure D - Common Facilities Staging Plan

RIVERBEND RESORTS
AGNES WATER

This site plan is for illustrative purposes only and may be subject to change.

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Annexure E – RV Parking Area

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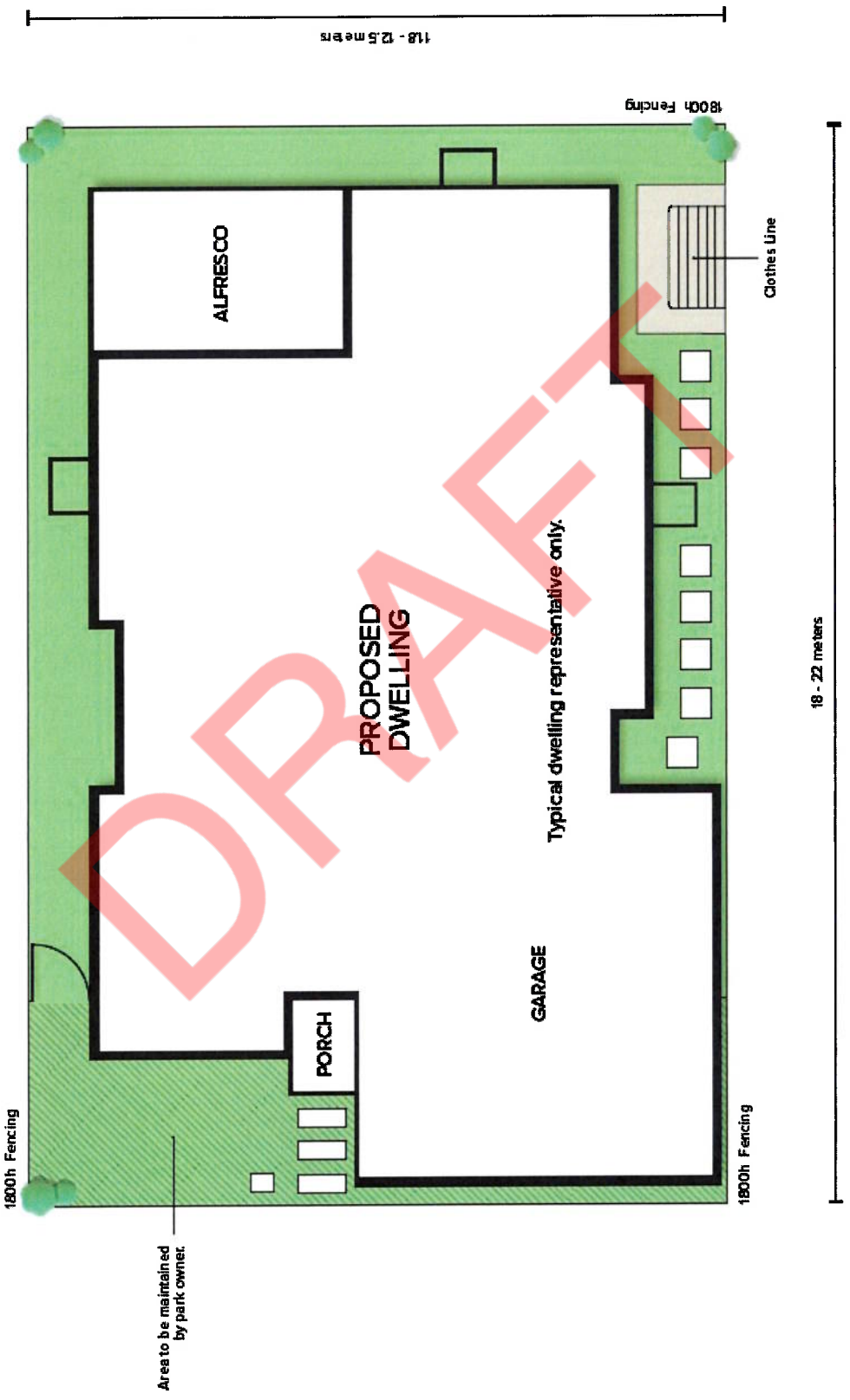
Annexure F– Frontage Plan



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