

Ballina Headlands Leisure Park
Site Number 146-185

QUESTION 1

What restrictions are there about:

Having someone else live in the home?

The only people who may live in the home are those people whose names are recorded as occupants in part 1 of the Residential Park Agreement. The number of people who may occupy the home is stated on Page 2 of the Residential Park Agreement and their names are required to be entered into the agreement on page 1.

Having visitors, including overnight or short-stay guests?

If you have overnight or short stay guests the Park Rules require you to advise the office of the name(s) of the visitor (s). The Agreement states that no more than **four** visitor(s) may stay overnight on the premises at any one time and the period that visitors may stay is limited to 4 weeks in a row and no more than 6 weeks in a year.

The number of bedrooms and the number of permanent occupants determine the number of visitors.

You are not permitted to allow visitors to pay you for staying on the premises.

Car Parking?

The Park Rules provide that parking is only permitted on the hard surface driveway of the site. Parking is not permitted elsewhere on the site. You may park as many vehicles, including boats on trailers, etc as the length of the driveway may permit, but no vehicle may be parked on the first meter of the driveway where it joins the roadway. Visitor parking spaces are designated and may be used as available for visitors only. Parking is not permitted on internal Park roads.

Pets?

No pets permitted.

Other?

The premises may only be used to locate a private dwelling. Our policy is that we prefer not to agree to sub letting.

QUESTION 2

Are there any restrictions on the type of home I might like to put in the park?

- To preserve the aesthetics and standards of our Park and to maintain the investment of our existing tenants, we only accept new double- wide manufactured homes. We will only accept homes manufactured by Norfolk homes, a local manufacturing company

The home must conform to Local Government Regulation and must bear the compliance plate specified by the Local Government Regulation, a compliance plate required by the Plumbing Code, and if the home is supplied with gas from a bottled supply the appropriate gas compliance plate.

The agreement provides that the details of the moveable dwelling and the additions be entered into Schedule B of the Agreement and installed on the site as specified by us. The law provides that the movable dwelling together with any other structure may not occupy more than two thirds of the site, and thus there may be additional restrictions imposed by the site size.

The Park Rules require the area between the floor and the movable dwelling and the ground is enclosed with lattice or wooden slat screen on all sides, and walls clad in either vinyl or aluminum, and the roof constructed of colourbond steel.

A stenciled concrete driveway must be installed by the tenant of sufficient area to accommodate all vehicles that the tenant wishes to keep on the site.

QUESTION 3

What can I put on the site besides my home, e.g. carport, garden shed? The answer should take into account:

- 1) What the proprietor will permit; and
- 2) What the local council will permit; and
- 3) What local Government regulations will permit

Open carports, garden sheds, verandahs, decks, pergolas, clothes lines and mail boxes are permitted by the Park, provided they conform with:

- a) Local Government Regulations
- b) Park aesthetics and standards
- c) The agreement

Local Government Regulations provides that the total area that may be occupied by the moveable dwelling and other structures is two thirds of the site. It also provides that these structures must be appropriately located from the site boundaries. The agreement provides that the dwelling and any additions (such as carports, garden sheds, etc.) will be sited as specified by the landlord.

We will only agree to the proposal and endorse applications in respect of verandahs or decks if they do not exceed the site requirement, do not interfere with the amenity of neighbors, do not detract from Park aesthetics and are to be constructed by qualified tradesperson(s).

To preserve park standards and aesthetics we will only endorse applications for brand name car-ports and garden sheds not custom design.

Garden-sheds are to be colourbond and no larger than 3 x 3 meters. If a garden shed is attached to home or car-port it must be of the same cladding and color as the home.

Clothes lines must be rotary or fold down only.

Mailboxes are to be set in concrete.

Where custom built products are proposed we are prepared to examine the plans and specifications and if satisfied with the design, material and construction and standard of finishing, we will agree and endorse the proposal, provided it satisfies the site requirement, does not interfere with amenity of a neighbor and is to be constructed by a qualified tradesman.

QUESTION 4

If the Park is sold, what protection do I have?

You have the same protection as any other tenant in rental accommodation. A fixed term Agreement is enforceable against the purchaser and cannot be terminated unless with agreement of the tenant.

A continuing agreement can only be terminated in accordance with the Residential Parks Act.

QUESTION 5

Will I have to pay any additional charges and if so, what are they?

A tenant is required to pay 50% of the costs of the Agreement up to \$15.00 before the tenant enters into an Agreement. The Landlord is required to provide a written statement of any costs of preparation of the Agreement and any other charges including Stamp Duty payable by the tenant in respect of the Agreement.

The following additional charges are also payable:

- a) A refundable security deposit of \$15.00 for each boom gate card.
- b) Any fee required to be paid by the tenant to the council or to any Government or any other Statutory Authority in regard to the occupation or installation of the tenants' moveable dwelling or addition or alteration to it.
- c) Any charges for the metered electricity consumed.
- d) Any charges for the metered gas consumed
- e) Any charges for the water consumed if the site is individually metered
- f) No visitor fee.
- g) Indemnity and insurance.

A tenant must also take out and keep a public risk insurance policy against liability for injury and property damage arising from tenants' occupation of the premises for at least \$10,000,000. The tenant may choose

any insurance company to provide this policy. The tenant must produce, upon request a certificate of currency.

QUESTION 6

If I wish to sell my home at a later date, will there be any restrictions on the sale process?

If the tenant wishes to sell his home and replace with another the Agreement requires that the tenant obtain the landlords approval of the new residence before the home is installed.

If the resident wishes to sell his home to somebody else he may place a "For Sale" sign in or on the home, however prior to doing so he must advise the landlord of his intention to sell. One "For Sale" sign only, measuring 20 cm x 20 cm may be displayed in or on the home.

No premium is payable on the sale but we will not permit the home to remain on the site unless we approve the purchaser.

We may not reasonably withhold our permission for a tenant to assign the remainder of the term to another person.

QUESTION 7

Is the Park currently authorized under the Local Government and, if so, are there any restrictions?

The park is currently licensed under the Local Government Act. 152 sites are licensed as long term sites and 31 sites are licensed as short term sites.

The Local Government Act provides that short-term sites may not be occupied by any person for more than three months, unless an application is made to Council. Council may extend the period by no more than two months.

QUESTION 8

What facilities are there available for the delivery of my mail?

Mail is delivered by Australia Post to the park office where it is sorted for the resident to collect over the counter. We will arrange for mail to be delivered to your site if a mailbox is supplied and erected by the resident. Mailboxes must be set in concrete.

QUESTION 9

Are there any restrictions on the use of common facilities? If so, what hours are they available, who may use them? Are there any restrictions on the use of these facilities?

The ablution block and laundry are available during the hours specified by the Park Rules to residents, their overnight visitors and short-stay guests free of charge. The washing machines and dryers are coin operated. The swimming pool and playground and games room are available during specific hours free of charge to residents; their overnight visitors and short stay guests.

QUESTION 10

Is the park owner aware of any arrangement or restriction on the use of the park by the owner or resident now or in the future?

No

QUESTION 11

What size is the size of relevant residential site?

Site size _____m².

QUESTION 12

Has the park owner applied for development consent for redevelopment of the park in the past 5 years?

No

QUESTION 13

In the past 12 months have notices of termination for change of use been issued?

No

QUESTION 14

Would the park owner be prepared to buy the resident's dwelling if the resident decided to live elsewhere?

No

QUESTION 15

Is the park on a Crown reserve or National Park?

No

QUESTION 16

What arrangements exist for the supply of energy to the site and at what cost to the resident?

Electricity is direct supply by Country Energy, and charges are applicable at the standard domestic rate.

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I acknowledge having received a copy of questions and answers before signing.

Signature.....

Witness.....

Date signed.....

Time