



CAMPBELL LIFESTYLE ESTATE
by LINCOLN PLACE

Residential Site Agreement

Site No. 84

Residential Site Agreement

Schedule 1 - Standard form of residential site agreement

Standard form residential site agreement

Residential (Land Lease) Communities Regulation 2015, Schedule 1 (Clause 6)

Important information

- 1 This site agreement applies to a site in a residential community that is to be used as a residence by a home owner. Do not use this agreement for homes owned by long-term casual occupants or homes owned by the operator that are to be let to tenants.
- 2 You have the right to be given time to read this agreement and to obtain independent legal, financial or other advice before signing it.
- 3 This is a residential community, not a retirement village, and this site agreement is regulated by the: *Residential (Land Lease) Communities Act 2013*
- 4 Occupation of the residential site is a leasehold right only. This agreement may, in limited circumstances set out in the Act, be terminated.
- 5 If this agreement specifies a fixed term, your lease does not expire when that fixed term ends and you may continue to live at the residential site until this agreement is terminated in accordance with the Act.
- 6 The Act gives you a 14-day cooling-off period from when you enter into this site agreement during which time you may rescind the agreement for any reason without penalty or compensation being payable to any person. See the standard terms of this agreement for further details.
- 7 You should make sure that the details contained in the disclosure statement are the same as in this agreement, where relevant.
- 8 You are entitled to receive a copy of this agreement free of charge once it has been signed by both parties.
- 9 Information about your rights and responsibilities under this agreement or the Act is available at www.fairtrading.nsw.gov.au or by calling NSW Fair Trading on 13 32 20.

Details of the parties

Operator name:	Spring LP OpCo Pty Ltd ACN 652 576 620
Operator contact phone number:	0400 446 596 (Simone Davis)
Trading name and address of community:	Campbell Lifestyle Estate, 64 Ferguson Street, Cessnock NSW 2325
Address for service of documents to Operator: (if different from community address):	—
Email address of Operator (if any):	manager@campbellestate.com.au
Does the Operator accept notices via email?	Yes
Registered office address (if the Operator is a company):	Level 11, 52 Phillip Street, Sydney NSW 2000
Name of Owner/s of the community (if different from Operator):	Spring LP T16 Pty Ltd ACN 659 784 899 ATF Spring LP Cessnock Prop Trust ABN 74 328 934 175

Campbell Lifestyle Estate – RSA for Site 84

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Purchaser 1 (initial here

Purchaser 2 (initial here

Home owner name:	
Additional persons:	N/A
Home owner contact phone number:	
Site Number:	84
Site Dimensions (<i>attach plan if necessary</i>):	N/A
Address for service of documents to home owner (<i>if different from Site address</i>):	-
Email address of home owner (<i>if any</i>):	
Does the home owner accept notices via email?	Yes

Site Fees

Your site fees are:	\$209.20 per week incl. GST
Payable:	Fortnightly
Starting on:	TBC
Your site fees must be paid using any of the following methods:	Direct Debit or Direct Credit into the following account:
	Account Name:
	Bank:
	BSB No:
	Account No:
	Contact the Operator to arrange payment method

SITE FEE INCREASES

We may increase your site fees as follows (select only ONE option):

Notice (non-fixed method)

- We may propose an increase to your site fees from time to time (no more than once in any 12-month period).
- We are required to give you, and all other home owners not on fixed method increases, at least 60 days' written notice of the proposed increase with an explanation for the increase.
- We may cancel or reduce the proposed increase by a later notice that takes effect on the same day as the original notice.
- If 25% or more of affected home owners oppose the proposed increase the dispute will go to compulsory mediation and, if that fails, to the Tribunal to decide what the site fees should be.



Fixed Method

Your site fees will be increased (*select only ONE option*)

- in proportion to variations in the CPI
 - by \$
 - by % of the increase to the couple age pension, each time the pension increases

Note: If your site fee increases are linked to increases in the age pension, your site fees will increase ONLY by the percentage of the age pension increase specified above.

- ✓ **Other** – The site fees will increase annually by **4%**

Note: The methods listed above are negotiable.

For any method other than increases linked to the age pension, after the first increase, increases will occur every: **1 July (the Annual Fee Review Date)**

We are required to give you at least 14 days' written notice of any increase using this method.

This fixed method will apply (select only ONE option):

- Unless a new site agreement is agreed between you and us.
- ✓ **5 years**, after which you agree to a further fixed method for the site fees to increase once in every 12-month period by 4.5% for the remaining duration of your occupancy.



TERMS OF AGREEMENT

Your right under this agreement to occupy the residential site continues until this agreement is terminated in accordance with the Act, whether or not the fixed term period specified below (if any) has expired.

Fixed term (if any): Not Applicable
Starting on: Not Applicable
And ending on: Not Applicable
Note: If a fixed term is specified it must be for more than 3 years

STANDARD TERMS

RIGHT TO OCCUPY THE RESIDENTIAL SITE

1. We grant you the right to occupy the residential site specified in this agreement.
2. Your right to occupy begins on the day your site fees are first due, or as otherwise agreed between you and us.
3. We agree:
 - 3.1. to ensure that the residential site is in a reasonable condition and fit for habitation, so that you can move in on the date agreed, and
 - 3.2. to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the residential site cannot be used as a residence.

COOLING-OFF PERIOD

4. We agree that:
 - 4.1. you are entitled to rescind this agreement by serving on us notice in writing to that effect within 14 days of signing this agreement (the cooling-off period), subject to clause 5 of this agreement, and
 - 4.2. on service of notice of rescission, this agreement is taken to be rescinded from the commencement of the agreement, and
 - 4.3. you are entitled to rescind any collateral agreement between you and us, such as a contract for sale of a home, within the cooling-off period.
5. You agree that your right to rescind this agreement within the cooling-off period ends if you start to reside in a home located on the residential site, or cause a home to be placed, installed or erected on the residential site, before the end of the cooling-off period.

SITE FEES

6. You agree to pay:
 - 6.1. your site fees on time and in advance, and
 - 6.2. any increase in site fees in accordance with this agreement and the Act, from the due date.
7. We agree:
 - 7.1. to provide you with at least one means of paying your site fees for which you do not incur a cost (other than bank fees or other account fees usually payable by you for your transactions) and that is reasonably available to you, and
 - 7.2. not to require you to pay more than 2 weeks site fees in advance or to pay site fees (other than the first payment) for a period of this agreement before the end of the previous period for which site fees have been paid, and
 - 7.3. not to use site fees paid by you to cover utilities or any other amount payable by you other than site fees, and
 - 7.4. to give you a receipt without delay for site fees paid in person or to give you a receipt at your request for site fees not paid in person, and
 - 7.5. not to increase your site fees otherwise than in accordance with this agreement and the Act.

UTILITIES

Where we are the supplier or re-supplier of a utility to your residential site, clauses 8-10 apply.

- 8. You agree to pay to us utility charges in connection with the site where either or both of the following apply:
 - 8.1. your use of a utility (other than for sewerage) is separately measured or metered,
 - 8.2. a charge for your use of a utility for sewerage is calculated in accordance with the regulations.
- 9. **We agree:**
 - 9.1. to give you an itemized account of utility charges due and payable and allow you at least 21 days to pay the charges, and
 - 9.2. to discount the service availability, charge payable by you for electricity if less than 60 amps are supplied to the residential site, in accordance with the regulations, and
 - 9.3. to comply with all obligations placed on us under the *Retail Exempt Selling Guideline* of the Australian Energy Regulator, and
 - 9.4. to give you reasonable access to bills or other documents in relation to utility charges payable by you to us, and
 - 9.5. to give you a receipt, without delay, for utility charges paid in person, or at your request for utility charges not paid in person.
- 10. **We agree not to charge you any of the following:**
 - 10.1. an amount for the use of a utility that is more than the amount charged by the relevant utility service provider for the quantity of the service supplied to, or used at, the residential site,
 - 10.2. a service availability charge that is more than would be charged by the relevant utility service provider, if the service was supplied directly to you by the relevant utility service provider, divided by the number of sites in the community (subject to clauses 10.3 and 9.2 of this agreement),
 - 10.3. an amount more than \$50 in total each calendar year for both water and sewerage service availability.

PAYMENT OF OTHER CHARGES

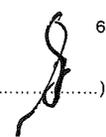
- 11. We agree to pay:
 - 11.1. rates, taxes and other charges payable by us or the owner of the community, and
 - 11.2. the cost of installing any measuring devices or meters to measure the use of utilities.
- 12. You agree to pay:
 - 12.1. a refundable deposit of \$25, for a key or any opening device issued to you to access the community, and
 - 12.2. the cost of registering or recording this agreement under the *Real Property Act 1900*, where this agreement has a fixed term of more than 3 years, and
 - 12.3. any other fees, charges and deposits required to be paid by you by the Act or the regulations.

QUIET ENJOYMENT

- 13. We agree that we will not unreasonably restrict or interfere with, or permit any unreasonable restriction or interference with, your privacy, peace and quiet, or proper use and enjoyment of the residential site and the community's common areas.
- 14. You agree not to interfere with, and to ensure as far as practicable that other occupants living with you, or your guests, do not interfere with, the reasonable peace, comfort or privacy of the community's residents.

USE OF RESIDENTIAL SITE AND COMMON AREAS

- 15. You agree:
 - 15.1. to use the residential site only as a place of residence, except so far as we consent to its use for another, or an additional, purpose, and
 - 15.2. to use the community's common areas only for a purpose associated with your use of the residential site, and
 - 15.3. not to use, or allow other occupants living with you, or your guests, to use, the residential site or the community's common areas for an illegal purpose.

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ACCESS TO RESIDENTIAL SITE

- 16. We agree, while this agreement is in force, to only enter the residential site or your home in the following circumstances:
 - 16.1. with your consent, so long as that consent is given at the time of entry or no more than 14 days before entry,
 - 16.2. in an emergency, so long as entry is needed to avert danger to life or valuable property,
 - 16.3. in a case where electricity, water or gas is supplied to you by us—to inspect, read, service, repair or replace any electricity, water or gas meter located on the residential site,
 - 16.4. to comply with an obligation under the Act or other legislation, so long as (subject to the legislation concerned) at least 2 days' notice has been given to you,
 - 16.5. for the purpose of lawn or grounds maintenance, so long as you agree and entry is made at a reasonable time and on a reasonable number of occasions,
 - 16.6. in accordance with an order of the Tribunal.

- 17. **We agree when exercising a right of entry:**
 - 17.1. not to act in an unreasonably intrusive manner, and
 - 17.2. not to enter a part of the residential site or home to which entry is not reasonably required for the purpose for which the right of entry is being exercised, unless we have your consent, and
 - 17.3. not to remain on the residential site or in your home longer than is reasonably necessary for the purpose for which the right of entry is being exercised, unless we have your consent.

ACCESS TO THE RESIDENTIAL COMMUNITY

- 18. We agree to take all reasonable steps to ensure that:
 - 18.1. you always have access to the residential site and reasonable access to the community's common areas, and
 - 18.2. we are, or a representative of us is, available to be contacted at reasonable times, having regard to all the circumstances, including the utilities supplied by us, and
 - 18.3. tradespersons and service providers have access to your home to provide goods and services arranged by you, and
 - 18.4. emergency and home care service personnel have unimpeded vehicular access to your home at all times, and
 - 18.5. the roads and residential sites in the community are signposted, or a map is placed at each entry to the community, in a way that provides adequate information to enable emergency and home care personnel to locate your home.

MAINTENANCE OF RESIDENTIAL SITE AND COMMON AREAS

- 19. You agree:
 - 19.1. to maintain (subject to fair wear and tear) the home located on the residential site in a reasonable state of cleanliness and repair, and so as to be fit to live in, and
 - 19.2. to keep the residential site tidy and free of rubbish, and
 - 19.3. not to intentionally or recklessly damage or destroy, or allow other occupants living with you, or your guests, to intentionally or recklessly damage or destroy, the community's common areas, and
 - 19.4. to notify us as soon as practicable of any damage to the residential site or any damage to the community's common areas caused or permitted by you, other occupants living with you, or your guests, and
 - 19.5. not to plant a tree, or authorize a tree to be planted, in the community without our consent.

- 20. **We agree:**
 - 20.1. to ensure that the community is reasonably safe and secure, and
 - 20.2. not to intentionally or recklessly damage or destroy any of your property, or property of other occupants living with you, or of your guests, and
 - 20.3. to ensure, to the extent within our control, the continuity of supply of utilities to the residential site, and

- 20.4. to maintain the community's common areas in a reasonable state of cleanliness and repair, and so as to be fit for use by you, and
- 20.5. to take reasonable steps to keep the community's common areas reasonably free of noxious weeds and vermin, and
- 20.6. to ensure that all trees in the community are properly maintained and take reasonable action if you or another home owner report that a tree has caused or is likely to cause injury to a person or damage to property.

ALTERATIONS AND ADDITIONS

- 21. Unless we give our written consent or unless this agreement otherwise provides, you agree:
 - 21.1. not to make any alterations to the exterior of the home (other than painting or minor repairs), and
 - 21.2. not to add a fixture to the residential site, and
 - 21.3. not to replace your home with another home.
- 22. We agree not to unreasonably withhold or refuse consent for any request to do any of the things set out in clauses 21.1-21.3 but we reserve the right to give consent with reasonable conditions.

SUB-LETTING

- 23. We agree that you may, with our written consent, enter into a tenancy agreement for, or otherwise sub-let, your home.
- 24. We agree not to unreasonably withhold or refuse consent for any request to enter into a tenancy agreement for, or otherwise sub-let, your home, so long as any such agreement is proposed to be entered into or granted once only during any 3-year period in which the site agreement has effect and is for a term of 12 months or less and the sub-lessee meets the requirements of the Community Rules.

SERVICES AND FACILITIES

- 25. We agree:
 - 25.1. to maintain all services and facilities required by the development consent for the community to be available for the life of the community, and
 - 25.2. to give you or the residents committee (if there is one) 30 days' notice if we propose to remove or substantially restrict a facility or service required by the development consent or otherwise available for the community or if we propose to provide a new facility or service for the community.

SALE OF HOME

- 26. We agree:
 - 26.1. to allow you to sell your home while it is located on the residential site, and
 - 26.2. to allow you to display a "for sale" sign in or on your home, provided you notify us of your intention to offer the home for sale, and
 - 26.3. not to cause or permit interference with, or any attempt to interfere with, your right to sell your home or your right to display a "for sale" sign in or on your home, and
 - 26.4. to enter into a new site agreement with the purchaser of your home, unless we have a reasonable excuse not to (for example, if we and the purchaser do not agree on the terms of the proposed agreement), and
 - 26.5. not to unreasonably delay, or refuse to enter into, a new site agreement with the purchaser.
- 27. **You agree:**
 - 27.1. to give us notice of your intention to offer your home for sale before offering it for sale, and
 - 27.2. to only display a "for sale" sign in or on your home and not anywhere else in the community unless we consent, and
 - 27.3. to ensure that a genuine purchaser of your home is advised to contact us about the proposed sale before a contract for the sale of the home is entered into.

GENERAL OBLIGATIONS

- 28. We agree:
 - 28.1. to establish and maintain reasonably accessible and reasonably secure mail facilities, and
 - 28.2. not to access or interfere with your individual mail facilities, except with your consent, and
 - 28.3. to have in place emergency evacuation procedures and take reasonable steps to ensure that you are aware of these procedures, and
 - 28.4. to comply with all legislative obligations relating to the community, including but not limited to any regulations under the *Local Government Act 1993*.
- 29. You agree:
 - 29.1. to respect our right to work in an environment free from harassment or intimidation, and
 - 29.2. not to act in a manner that adversely affects the health and safety of persons working in the community, and
 - 29.3. to notify us before the residential site is to be left unoccupied for more than 30 days or, if you are not able to give notice before leaving the residential site, as soon as is reasonably practicable after leaving it.

CHANGE IN OPERATOR DETAILS

- 30. If our name or address changes, we agree to give you a notice stating the new name or address within 14 days after the change.

DEFINITIONS, INTERPRETATION AND OPERATION OF THIS AGREEMENT

- 31. In this agreement:

age pension means the age pension payment made under the *Social Security Act 1991* of the Commonwealth.

regulations means the regulations made under the Act.

Temporary Site Fee Reduction Agreement means the agreement executed between the Home Owner and the Operator, whereby the parties have agreed to a temporary reduction in Site Fees.

the Act means the *Residential (Land Lease) Communities Act 2013*.

Tribunal means the Civil and Administrative Tribunal of New South Wales.

we, us or our refers to the operator and where the context allows, its employees and agents. If there is more than one operator, the words "we", "us" or "our" apply jointly to the operators and to each of them.

you or your refers to the home owner and includes his or her executors, administrators or agents but only to the extent necessary to enable them to discharge their duties, and where the home owner is more than one person, the words "you" or "your" apply jointly to the home owners and to each of them.

Words that are not defined in this agreement but which have a defined meaning in the Act have the same meaning in this agreement as they do in the Act.

- 32. This agreement operates as follows:
 - 32.1. this agreement has effect subject to the Act and the regulations,
 - 32.2. any term of this agreement is to be read and interpreted in the context of, and subject to, any relevant provision of the Act and the regulations,
 - 32.3. this agreement gives way to the Act and the regulations to the extent of any inconsistency between this agreement and the Act and the regulations.

Campbell Lifestyle Estate – RSA for Site 84



Purchaser 1 (initial here

Purchaser 2 (initial here)

33. If the Act or the regulations are amended after this agreement was entered into, the amendment applies in relation to this agreement, unless the legislation making the amendment provides otherwise. This extends to the repeal and substitution of the Act or the regulations.

NOTES—TERMINATION OF AGREEMENT

1. You may terminate this agreement by giving us at least 30 days' written notice and may move your home off the residential site at any time after giving us that written notice, in accordance with the Act.
2. We may only terminate this agreement in one or more of the following circumstances and in accordance with the Act:
 - a) if you seriously or persistently breach this site agreement,
 - b) if we require vacant possession of the residential site in order to comply with an obligation imposed by or under legislation to carry out works (including works in the nature of repairs or upgrading) within the residential site or community,
 - c) if the community is to be closed,
 - d) if there is to be a change in the use of the residential site,
 - e) if the residential site is appropriated or acquired under legislation of the State or Commonwealth by compulsory process authorized by that legislation,
 - f) if the site is not lawfully useable for the purposes of a residential site,
 - g) if the residential site has not been used for the past 3 years (and any further period not exceeding 3 years agreed to by you and us) as your place of residence or another person's place of residence (with our prior consent),
 - h) for serious misconduct, following an application to the Tribunal.
3. In certain circumstances, if we terminate your agreement, you may be entitled to compensation as prescribed by the Act.

ADDITIONAL TERMS

NOTE. ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE BEFORE YOU SIGN THIS AGREEMENT.

Additional terms may be inserted below, but only if:

- (a) they do not contravene the Act or regulations or any other law, and
- (b) they are not inconsistent with the standard terms contained above.

WARNING. It is against the law to insert any terms in this agreement which operate to annul, vary or exclude any provisions of the Act or the regulations (see section 12 of the Act). Terms prohibited by the regulations also cannot be added to this agreement.

NOTE: The following matter must be on a separate page



Additional Terms

SITE FEE REVIEW

34. You agree
- 34.1 The site fee will be reviewed each year on the Annual Fee Review Date or other such 12 monthly intervals as may be determined from time to time as described on page 4 of this Residential Site Agreement under the heading "Site Fee Increases."

SITE FEE REDUCTION

35. You agree
- 35.1. that you shall not be entitled to any reduction in fee in the event of a decrease in the Index Number since the previous fee review,
- 35.2. that you shall not be entitled to any reduction in site fees, except where otherwise expressly agreed by yourself and the operator by agreement, and
- 35.3. any reduction in site fees made by mutual agreement will be enforced pursuant to the terms of the Temporary Site Fee Reduction Agreement.

REMOVAL OF HOME

36. If the home owner is permitted under the Act to remove the home from the site you agree:
- 36.1. to accept responsibility for the safe and proper removal of the home.
- 36.2. to ensure that the entirety of the home (including, if and to the extent requested, all concrete pads, posts and solid foundations on the site owned by the home owner) and all of the home owners belongings and other property are removed from the site.
- 36.3. at the home owner's expense, properly disconnect all utility services to the home and leave them in a sealed and safe condition ready for reconnection.
- 36.4. to return (by filling and compaction as necessary) the site area to a safe, clean level and tidy condition and pay any costs incurred in relation to any damage or untidiness caused in the removal of the home or in the proper disconnection of all services and in returning the site area to a safe clean level and tidy condition.

ELECTRICITY - SECURITY DEPOSIT – NOT APPLICABLE

37. ~~You agree:~~
- 37.1. ~~to pay a security deposit of \$38 to us if you are required to pay electricity charges under this agreement.~~
- 37.2. ~~if the electricity is not already provided to the site, to pay the security deposit to us before the electricity is connected.~~
- 37.3. ~~if the electricity is already provided to the site, to pay the security deposit to us when signing this agreement.~~
- 37.4. ~~to pay any money due to us for electricity charges before getting the security deposit back at the end of the agreement.~~
- 37.5. ~~We can take from the security deposit any amount owing for electricity charges.~~

GAS - SECURITY DEPOSIT – NOT APPLICABLE

38. ~~You agree:~~
- 38.1 ~~to pay a security deposit of \$38 to us for gas.~~
- 38.2 ~~if the gas is not already provided to the site, to pay the security deposit to us before the gas is connected.~~
- 38.3 ~~if the gas is already provided to the site, to pay the security deposit to us when signing this agreement.~~
- 38.4 ~~to pay any money due to us for gas before getting the security deposit back at the end of the agreement.~~
- 38.5 ~~we can take from the security deposit any amount owing for gas.~~

INSTALLATION OF HOME

39. You agree
- 39.1 to install any home or any replacement of it and any additions on the site in the location and in the manner and to the standards as directed by us.
- 39.2 not to install any home on the site except the home and additions shown in the schedule attached to this agreement.
- 39.3 the home and the additions in the schedule attached to this agreement will be completed and the installation completed on the site before you occupy the dwelling.

- 39.4 not to bring any other home onto the site or into the residential community unless we first agree in writing.
- 39.5 if you want to sell or dispose of the home and replace it, we must first agree in writing to the type and standard of the new dwelling.
- 39.6 For the sake of clarity this clause applies to any replacement or replacements of the things referred to in this clause.

PAYMENT OF STATUTORY AND OTHER CHARGES

- 40. You agree to pay any fee required by the Council, any government or statutory authority or service provider for occupying or installing the home, or any addition, alteration or extension to it.

DAMAGE

- 41. You agree to be responsible for any damage caused by installing, removing, modifying or repairing the home or as a result of any addition, alteration or extension.

MAINTENANCE OF HOME AND ASSOCIATED STRUCTURES

- 42. You agree to maintain the home and any associated structures, additions, alterations or extensions in a condition satisfactory to us, having regard to their condition at the time they were installed on the site.

ALTERATIONS, ADDITIONS AND EXTENSIONS TO HOMES AND ASSOCIATED STRUCTURES

- 43. You agree
 - 43.1. not to build, alter, add to or extend any structure, including but without limitation, a carport, deck, verandah, screen, pergola, clothes line, shed, driveway, fence, pathway, paving or retaining wall, without first getting our written consent.
 - 43.2. to, if required by a condition of our written consent, according to clause 22 of this agreement and section 42 of the Act, to pay a refundable bond to be held on trust by us until any agreed works are completed.
 - 43.1 that any written consent according to clause 22 of this agreement and section 42 of the Act is only given with, but is not limited to, the condition that you maintain the alteration, addition or extension in accordance with clause 39 and clause 58 of this agreement and that the alteration, addition or extension complies with the *Local Government Act 1993* and the *Local Government (Manufactured Home Estates, Caravan Parks, Camping Grounds and Moveable Dwellings) Regulation 2021*.
- 44. We agree
 - 44.1 that, at the completion of the agreed works we will refund to you the monies paid as a bond that remain after deduction of amounts by us for damage or harm caused to our property or community facilities, if any, as a result of, or during the carrying out of the agreed works by you or someone on acting on your behalf.
 - 44.2 to, not unreasonably withhold consent to a request by you under this clause.

DIGGING OR EXCAVATION ON SITE

- 45. You agree
 - 45.1 that you must not undertake or allow to be undertaken any digging or excavation on the site or anywhere else in the community without our prior written consent, and
 - 45.2 that you are responsible for making good and for any associated costs for damage to any roads or underground services when carrying out any digging or excavation, with or without our prior written consent. This includes any consequential damage to others in the community.

LEVEL OF FACILITIES PROVIDED

- 46. You agree that we do not have to provide any more facilities in any community building than are required by the *Local Government (Manufactured Home Estates, Caravan Parks, Camping Grounds and Moveable Dwellings) Regulation 2021* or its replacement. We may reduce the number of facilities, but only if the *Local Government (Manufactured Home Estates, Caravan Parks, Camping Grounds and Moveable Dwellings) Regulation 2021* or its replacement, is complied with in respect of the provision of facilities.

HOLIDAY LETTINGS NOT ALLOWED

- 47. You agree
 - 47.1 that in accordance with clause 15.1 of this agreement you will not list the site and the home as a holiday letting or allow any person to occupy the site and the home under a holiday letting.
 - 47.2 that we own the intellectual property attached to the business name or the name of the residential community or both.
 - 47.3 that you will not use our business name in a way that is inconsistent with our ownership of that intellectual property without our prior written consent.

SOCIAL MEDIA

- 48. You agree
 - 48.1 that you will not on any social media or otherwise do anything that negatively impacts on the reputation of our business, including without limitation, adversely commenting on the residential community, its home owners or tenants or all of them.

SURVEILLANCE

- 49. You agree that we may install closed circuit television, or any other security surveillance device, in any part of the community, other than in the shower and toilet areas of any amenity block.

OCCUPANTS, GUESTS AND VISITORS

- 50. You agree
 - 50.1. the persons nominated in the schedule to this agreement may, while the Act applies to this agreement, occupy the site in addition to you.
 - 50.2. any other person who comes into the community to visit you is a guest.
 - 50.3. visitors in the community or site area must be accompanied by the home owner.
 - 50.4. the home owner must make sure that visitors vehicles are parked only in the car spaces provided for visitor parking during the periods allowed by the operator.
 - 50.5. the home owner must inform their visitors of the community rules and policies including the terms of the site agreement and the park rules and ensure that their visitors comply with the rules and policies.
 - 50.6. the home owner is responsible for all acts of conduct of the home owners visitors in the community at any time.

CHILDREN

- 51. You agree to be responsible for the actions of any of your children or occupant (as listed in the schedule to this agreement) or any child of a guest of you, or an occupant, while the child is in the community.

PETS, POULTRY AND ANIMALS

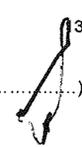
- 52. You agree not to keep or care for any pets, poultry or animals on the site or in the home, except as permitted by the community rules or the law (including guide dogs or hearing dogs and assistance animals). Small dogs are permitted - conditions apply. Schedule "C" to be completed if you have a dog. Please contact Manager to obtain.

GARBAGE

- 53. You agree:
 - 53.1 to pack and place domestic garbage and garbage containers as set out in the community rules.
 - 53.2 to keep the garbage container in a place designated in the community rules.
 - 53.3 to put out the garbage container for collection on the days and in the place designated in the community rules.
 - 53.4 to remove, at your expense, all other refuse from the site and the community.

VEHICLES

- 54. You agree
 - 54.1 not to use any vehicle in a way that is dangerous to other residents or their property or anyone else lawfully in the community.



- 54.2 not to allow any vehicle owned by you, or an occupant's or a guest's custody or control to be driven or used in the community:
 - at a speed in excess of 10 kilometres per hour.
 - by an unlicensed driver.
 - by a person who holds a learner licence under the *Motor Transport Act 2013*.
 - to give driving lessons in the community, including accompanying any learner driver as a supervising driver.
 - for joy riding.
- 54.3 not to repair or service any vehicle in the community, except in any area designated from time to time by us.
- 54.4 to keep or use only registered and roadworthy vehicles on the site or community unless we agree otherwise in writing.
- 54.5 for the purposes of complying with our obligations under the *Work Health and Safety Act 2011*, to provide us with the registration details of any vehicles in the community that are used or owned by you, your occupants, guests or contractors.
- 54.6 to, within 7 days of receiving notice from us, remove from the community any vehicle or motorcycle owned or used by you, your occupants or contractors, which makes excessive noise, or to modify the vehicle or motor cycle so that it does not make excessive noise.

PARKING

- 55. You agree
 - 55.1 not to park any vehicle so that it endangers or is likely to endanger another person or property of any other person.
 - 55.2 not to allow any vehicle, boat or trailer to be parked on any road in the community.
 - 55.3 not to allow any vehicle parked on the site to overhang the site, encroach onto the road or another site in the community
 - 55.4 not to park any motorhome, caravan, boat or trailer within the community (including on your driveway) without prior written consent
 - 55.5 that where parking facilities are provided for a motorhome, caravan, boat or trailer, a fee may be charged for the use of those facilities. That fee will be disclosed to you prior to your use of the facilities.
 - 55.6 to park any vehicle, boat or trailer in the driveway or space provided on the site. If there is no driveway on the site, we may specify where to park the vehicle, boat or trailer.
 - 55.7 your guests and contractors must use the visitor parking area to park their vehicles while they are in the community.
 - 55.8 not to park in the visitor parking area.
 - 55.9 not to park in or on any garden reserve or other common area within the community.
 - 55.10 if the community rules deal with parking within the site, this clause, to the extent that the community rules deal with the relevant issue, does not apply and the relevant community rules apply.

RESTRICTIONS ON STORAGE AND PARKING OF VEHICLES

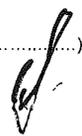
- 56. You agree not to park or store more than 1 vehicle, boat or trailer on the site without first getting our written consent.

BIKES AND SKATEBOARDS AND SIMILAR

- 57. You agree, unless permitted by the community rules, not to use or permit to be used bikes, skateboards, scooters, billy-carts and similar recreational or transport items in the community.

CARE OF THE SITE

- 58. You agree:
 - 58.1 to keep the lawn on the site mowed and trimmed and any garden on the site neat and tidy.
 - 58.2 to keep the lawn and any garden on the site free of all weeds and noxious plants.
 - 58.3 not to install a garden on the site without first getting our consent in writing.
 - 58.4 not to use fixed hoses to water the lawns and gardens, except where the water usage on the site is separately measured or metered and paid for by you.



- 58.5 not to store materials of any kind on the site or the home or any associated structure that are not used by you for domestic purposes. Any tools of trade must be stored so that they cannot be seen from a road or elsewhere in the community.
- 58.6 to make sure that any domestic goods stored on the site or in the home or associated structure cannot be seen from any other part of the community.
- 58.7 that any goods stored on the site or in the home or any associated structure must not create a health or fire hazard.

RESPONSIBILITY FOR PRESERVATION OR LANDSCAPING OF SITE AND HOME

- 59. You agree further detailed requirements may be set out in the community rules about:
 - 59.1 maintenance of the home and associated structures, alterations, additions and extensions to them; and
 - 59.2 preservation of the site, including hardscape and landscape.
 - 59.3 that you are responsible for the cost of maintaining, repairing and replacing any fence or retaining wall on the boundary of your site. That cost will be shared jointly with:
 - i) if the boundary is between you and another site, the home owner of that site; or
 - ii) if the boundary is between you and a community area or a home that is not yet constructed, us.
 - 59.4 to comply with our direction and any fencing and/or retaining wall policy in relation to your obligation regarding the maintenance, repair and replacement of any fence and/or retaining wall.
 - 59.5 if you fail to comply with our direction regarding the maintenance, repair or replacement and may recover the cost of your share of maintenance, repair or replacement from you. You consent to use accessing your site for the purpose of the work contemplated by this special term.
 - 59.6 Any maintenance, repair and replacement of fences or retaining walls must first be approved by us in writing before they are constructed, or any maintenance, repair or replacement is undertaken.

LANDSCAPING REQUIREMENTS AND MAINTENANCE OF HOME ON SITE - LANDSCAPING AND BUILDING CODE

- 60. You agree
 - 60.1 to comply with any landscaping code or building code that we may publish from time to time.
 - 60.2 not to plant any landscaping or similar vegetation prohibited by any landscaping code referred to in clause 60.1.
 - 60.3 not to plant any trees or shrubs that grow to over 2 metres on the site without our written approval.
 - 60.4 not to place any garden ornaments on site that are visible to others without our written consent.

ACKNOWLEDGEMENT OF YOUR PROPERTY

- 61. You agree
 - 61.1 that any dwelling, associated structure, shed, driveway, pathway, retaining wall or any structure or fixture including but not limited to any hardscape (for example, concrete slabs) or landscape on the site; and
 - 61.2 that any plumbing or wiring that connects your dwelling or any of your structures to the utility services provided by the community is your property; and
 - 61.3 that any item identified in cl 61.1 or 62.2 are your responsibility to maintain in a condition satisfactory to us, having regard to their condition at the time they were installed on the site.
 - 61.4 that nothing in clause 60 limits your obligations under cl 43.1 or cl 43.2 of this agreement.

SALE OF YOUR HOME

- 62. You agree that in compliance with section 108(1) of the Act to advise a genuine prospective purchaser of the home to contact us about the proposed sale before a contract for sale of the home is entered into.



In addition, you agree, to include in a sale to any purchaser or remove from the site at your cost:

- 62.1. the home, including any associated structures, and
- 62.2. all fixtures and structures on the site, including but not limited to hardscape (for example, paths, driveways and concrete slabs), and
- 62.3. any plumbing or wiring that connects your home or any of your structures to the utility services.

CONDITION OF SITE AT END OF AGREEMENT

- 63. You agree, at the end of the agreement, to remove from the residential site, at your cost:
 - 63.1 the home, including any associated structures; and
 - 63.2 all fixtures and things we have not permitted you to leave on the site.

INDEMNITY

- 64. You agree to indemnify us against any liability for any damage, loss or injury that may occur as a result of your acts, omissions or conduct.

Note for the sake of clarity this clause does not require the indemnification of us against any liability (including vicarious liability) of us for damage, loss or injury arising from any act or omission of us (or our employees or agents) in relation to the occupation or use of the residential site or home.

WHOLE AGREEMENT

- 65. This agreement, except as amended in writing according to the agreement or the *Residential (Land Lease) Communities Act 2013* and signed by both us and you, comprises the whole agreement between us and you.
- 66. Except as provided by law, neither you nor us is entitled to rely on any oral representation or any implied condition in determining the respective rights and obligations of us and you under this agreement.

INVALIDITY

- 67. If any term of this agreement is found to be invalid or unenforceable the term is valid or enforceable to the extent that it is not invalid or unenforceable. Such invalidity or unenforceability shall not affect the validity or enforceability of any other term of this agreement, which remain in full force and effect.

WELFARE OF HOME OWNER

- 68. You agree that the home owner and any authorized occupant must be, and remain, capable of living independently in the home.

WAIVER

- 69. You agree despite anything to the contrary contained or implied in the site agreement, any failure or refusal by either the home owner or the park owner to exercise any right or remedy, whether before or after the expiration or earlier termination of the Site Agreement, will not be an abandonment or waiver of any such right or remedy, unless expressly waived in writing by the Home owner or the Owner of the Community.

CODE OF CONDUCT

- 70. You agree to abide by the following code of conduct:

Residents and staff live and work in the same community and are expected to act in accordance with the following code of conduct towards each other.

- Treat others with respect, courtesy and consideration
- Be open and give due consideration to other people's views
- Respect privacy and confidentiality
- Be accountable for your behaviour
- Minimize risk and harm to people and the environment wherever possible



- Use the appropriate Grievance Policy to address issues or concerns
- Exercise duty of care and promote safety and concern for others
- Consider the consequences and impact to the wider community with all behaviors and actions

NEW FACILITIES

71. You agree the Operator may provide additional user pays facilities in the future (for example RV/Boat/Caravan/Trailer parking) that will be subject to an additional fee not covered by the site fees. Costs will be determined by the Operator on completion of the facility.

VOLUNTARY SHARING ARRANGEMENT

72. Not Applicable.



SIGNATURES

SIGNED BY OR ON BEHALF OF THE OPERATOR



Signature

Spring LP OpCo Pty Ltd ACN 652 576 620 /

NICHOLAS COLLISHAW

Name of Operator / person signing on behalf of
Operator (PRINT)

Date 1/11/2024

ACKNOWLEDGEMENT BY HOME OWNER

The home owner acknowledges that they have been given a copy of each of the following documents. **Do not sign this agreement** if you have not been given all of the required documents.

The home owner must initial each box below to indicate they have received the document:

- Disclosure Statement (at least 14 days before entering into this site agreement)
- Site Condition Report
- A current copy of the Community Rules (if any)
- Moving into a Land Lease Community?* brochure published by NSW Fair Trading

LEGAL ADVICE (SELECT ONLY ONE)

- I have obtained independent legal advice before signing this agreement

OR

- I have decided not to obtain independent legal advice before signing this agreement

SIGNED BY HOME OWNER

Signature – Brian Michael Shepherd

Date 31.10.2024

Residential Site Condition Report

Residential (Land Lease) Communities Regulation 2015, Schedule 2

IMPORTANT INFORMATION

1. This form is only for use in relation to a residential site and not the home or any fixtures on the site.
2. This site condition report must be completed by the operator and the home owner at or before the time the first site agreement is given to the home owner for signing.
3. This site condition report is an important record of the condition of the residential site when the site agreement begins and a copy must be annexed to the site agreement.
4. It is important to complete the site condition report accurately. It may be used as evidence at a later date, including in the event of a dispute.
5. Further information may be added on a separate sheet signed by the operator and home owner and attached to this report.
6. For information about the rights and responsibilities of operators and home owners, see www.fairtrading.nsw.gov.au or call NSW Fair Trading on 13 32 20.
7. A further site condition report is not required to be completed when a site agreement for a residential site is entered into that replaces another site agreement between the same parties in relation to the same site.

COMMUNITY & SITE DETAILS

Name of Community:	Campbell Lifestyle Estate
Site Number:	84
What is currently located on the residential site? <i>(Note: for greater certainty about what is currently on the site, photographs may be attached)</i>	Brand new manufactured home nearing practical completion

GENERAL CONDITION OF RESIDENTIAL SITE

	Clean <i>(yes/no)</i>	Undamaged <i>(yes/no)</i>	Comments
Landscaping/Garden	Yes	Yes	
Driveway	Yes	Yes	
Lawn area	Yes	Yes	
Site slab (concrete)	Yes	Yes	
General appearance	Yes	Yes	

Other (specify):

Note: If the parties do not agree on whether or not an item is clean or undamaged, this should be noted as a comment.

Has any rubbish or have any goods been left behind on the site? If Yes - give details <i>(photographs may be attached)</i>	No
How many trees are growing on the site? <i>(photographs may be attached)</i>	None

Campbell Lifestyle Estate – RSA for Site 84

Purchaser 1 (initial here

Purchaser 2 (initial here)

UTILITIES

(Yes/No)	Connected	Separately measured/metered	Meter reading (if applicable)	Is the operator the supplier?	Maximum amps supplied to site
Electricity	Yes	Yes	Refer to Supplier	No	N/A
Gas	Yes	Yes	Refer to Supplier	No	
Water	Yes	Yes	To be read upon move in	No	
Sewerage	Yes				
Telephone	No				
Internet	No				

General comments about utilities (if any):	-
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SPECIFIC WORK TO BE UNDERTAKEN BY OPERATOR

The operator agrees to undertake the following work during the agreement (eg cleaning, repairs or additions):	N/A
The Operator agrees to complete that work by?	N/A

SIGNATURES

SIGNED BY OR ON BEHALF OF THE OPERATOR



Spring LP OpCo Pty Ltd ACN 652 576 620 / Simone Davis, Portfolio & Community Manager

Signature

Name of Operator / person signing on behalf of Operator (PRINT)

Date: 16 October 2024

ACKNOWLEDGEMENT BY & SIGNATURE OF HOME OWNER

Signature –

Date 31.10.2024

ATTACHMENT – Site Map

See over page



