

GEMPLIFE PALMWOODS ["the Park"] PARK RULES

Please refer to a Site Agreement to view a dictionary of the terms in these Park Rules commencing with capitalised letters. Some additional terms are also defined within these Park Rules. These Park Rules address Section 77 of the *Manufactured Homes (Residential Parks) Act 2003* (Qld) [**'the Act'**].

1. Ownership of all Sites, the Common Areas, the communal facilities and all infrastructure at the Park will remain vested in the Park Owner.
2. To the extent that any of these Park Rules are inconsistent with the Special Terms of any Site Agreement, the Special Terms shall prevail.
3. Home Owners [**'Resident Persons'**] and their guests and visitors [**'Non-Resident Persons'**] [together defined as 'Person/s' as the context may imply] must comply with these Park Rules.
4. **The use and operation of the communal facilities (as per Section 77(2)(a) of the Act):**
 - 4.1 The Park Owner is entitled to use the communal facilities for special events, provided that such events are pre-booked in the relevant booking diary.
 - 4.2 No part of any communal facility or communal area is able to be used for religious or political gatherings.
 - 4.3 No Person is permitted to deal with any communal facility in a manner that willfully, negligently or recklessly causes damage or breakage to such communal facility.
 - 4.4 Notwithstanding the above, the rights of Resident Persons take precedence over the rights of Non-Resident Persons insofar as usage of the communal facilities is concerned.
 - 4.5 Non-Resident Persons visiting the Park must be accompanied by their host Resident Person at **all** times during their visit.
 - 4.6 Non-Resident persons are not permitted to access or use any communal facility unless they are permitted to do so by these Park Rules.
 - 4.7 No Person is permitted to use the communal facilities outside of the hours that are approved by the Park Owner.
 - 4.8 No Person is permitted to use any part of the communal facilities for any purpose which may be illegal or injurious to the reputation of the Park Owner, the Park or any other Person or which may interfere with the peaceful enjoyment of the communal facilities or which may interfere with the general management of the Park.

- 4.9 Unless otherwise authorised by the Act, no Person is permitted to paint, affix or display any signs, advertisements, notices, posters, placards, banners or like matter onto, or at, any part of any communal facility.
- 4.10 No Person is permitted to conduct any auction sale or any other business or commercial enterprise at any communal facility.
- 4.11 No Person is permitted to bring to, do, or keep anything at the communal facilities which shall increase the rate (being the real risk, increased premiums or voidable insurance claims) of fire insurance or any other insurance type at the Park or any property at the communal facilities which may conflict with relevant laws and or regulations relating to such insurance types or any insurance policy applying to the Park or any property at the Park or the ordinances of any public authority for the time being in force.
- 4.12 No Person is permitted to distribute flyers, brochures, circulars, pamphlets, or notices about any communal facility or the Park.
- 4.13 No Person is permitted to intentionally damage or remove flowers, shrubs, trees, lawns or gardens at the Park or cause any damage anywhere within or around the communal facilities.
- 4.14 No Person is permitted to contravene the rules and laws relating to smoking at the communal facilities as prescribed by the relevant authorities from time to time.
- 4.15 Except for barbeques, no Person is permitted to use any form of light, power or heat (nor use any type of exposed flame) other than electricity or gas supplied through meters (if applicable) at any communal facility.
- 4.16 No Person is permitted to use any chemical, burning fluids, oil, acetylene or alcohol in lighting any communal facility.
- 4.17 No Person is permitted to break any seal or tamper with a meter or any utility connections at the communal facilities.
- 4.18 No Person is permitted to hang clothing, bedding or other articles at or on the windows, decks, verandahs or otherwise at any part of the communal facilities.
- 4.19 No Person is permitted to dig any holes at the communal facilities.
- 4.20 No Person is permitted to cause annoyance to another Person or the Park Owner at the communal facilities. For clarity, both Non- Resident Persons and Resident Persons must always treat the Park Owner and Resident Persons with respect and courtesy.

- 4.21 With the exception of bicycles, wheelchairs and mobility scooters, no Person is permitted to ride any device or play on or around Park thoroughfares, without the prior consent of the Park Owner. Such consent may be withheld or issued conditionally from time to time.
- 4.22 For clarity, riding of skateboards, non-motorised scooters, roller blades and other similar conveyances at the Park is prohibited.
- 4.23 All Park Owner-approved motorised transportation devices at the Park must be registered and insured for a sum and on terms and conditions that are satisfactory to the Park Owner. Failure to comply with this rule will result in the motorised transportation device being banned.
- 4.24 All Persons must comply with lawful notices that are issued from time to time by either the Park Owner or any authority in relation to the communal facilities and the Park.
- 4.25 Aside from wheelchairs, no Person is permitted to bring any conveyance or any transportation device onto any timber floors at the communal facilities. Same also applies to the Bowls Green or any other surface in which artificial lawn/turf has been installed.
- 4.26 Resident Persons are responsible for ensuring that facilities are cleaned after their Non-Resident visitor has used any facility.

5. The making and abatement of noise (as per Section 77(2)(b) of the Act):

- 5.1 No Person is permitted to make, or permit to be made, any objectionable noises, use bad language or cause interference in any way with the reasonable peace, comfort, privacy or quiet enjoyment of other Persons at the Park.
- 5.2 All power tools, musical instruments, radios, stereos, television sets, barking dogs, birds and the like shall be controlled so that the sound from them is minimal and does not cause annoyance to anyone.
- 5.3 No Person can hold, or permit to be held, any social gathering or meeting at the Park that produces any noise which interferes with the reasonable peace, comfort, privacy or quiet enjoyment of other Persons at the Park.
- 5.4 Persons leaving or entering the Park late at night or in the early morning hours must do so quietly, so as not to disturb the reasonable peace, comfort, privacy or quiet enjoyment of other Persons at the Park.
- 5.5 No Person is permitted to carry on, in or about the Park any annoying, noxious, offensive, illegal business, occupation or

practice or otherwise that may grow to be an annoyance within the Park.

- 5.6 No Person is permitted to operate any plant or equipment outside the hours designated by the local authority, and further that through noise, odour, vibrations or otherwise may or grow to be an annoyance within the Park.

6. The carrying on of sporting and other recreational activities (as per Section 77(2)(c) of the Act):

General Rules of Use of Communal Facilities

- 6.1 All Persons must always strictly adhere to the requirements and conditions of any liquor or food licenses that may be in place at the Park from time to time.
- 6.2 All Persons must ensure they are medically fit to use any particular communal facility.
- 6.3 All Persons agree to use the communal facilities at their own risk. All Persons are aware that injuries can occur when using the communal facilities and they understand that risks exist. Therefore, all Persons shall act in a way that minimizes the risks to themselves and others.
- 6.4 All Persons must wear appropriate clothing and footwear whenever using a particular communal facility.
- 6.5 If there is a communal facility booking diary in place for the use of a particular communal facility, then Persons may only use that particular communal facility after making a booking in the said diary, subject to these Park Rules at all times. Only Resident Persons are permitted to make diary bookings. Communal facility booking diaries are to be maintained by the home owners committee. In the event of double-bookings or booking diary conflict, the Park Manager will, at its absolute discretion, decide who can use the relevant communal facility during any time- conflicting period or unilaterally cancel a communal facility event if there is a conflicting booking or particular Persons appear to be dominating any communal facility to the exclusion of Resident Persons.
- 6.6 No food or beverages, other than water, are permitted to be taken into any communal facility areas, excepting the Kitchen, the Bar Area, the Games Room, the main function/hall/area and the Alfresco Area – or as otherwise permitted by the Park Owner at its sole and absolute discretion.
- 6.7 Communal facilities are only to be used for their intended purposes. No Person is permitted to abuse, mistreat, damage or generally misuse any communal facility. The

Park Owner may seek rectification costs from Persons who are known to have contravened this rule.

- 6.8 Persons must promptly report any breakages, damage, faults or leaks at the communal facilities to the Park Manager as soon as same are known.
- 6.9 Pets, except for service animals, are not permitted inside of any communal facility. This includes the surrounds of the Swimming Pool and Spa, Bowls Green and Alfresco Area.
- 6.10 No Person is permitted to interfere with any circuitry, plumbing, motors or mechanical plant and equipment at any communal facility without first receiving permission from the Park Owner.
- 6.11 Persons who use any communal facility must ensure that such areas are left clean and tidy at the end of each use. Resident Persons are responsible for ensuring that any communal facility that is used by their Non-Resident Person visitors and guests is left clean and tidy at the end of each use.
- 6.12 Resident Persons are always responsible for the actions and conduct of their Non-Resident Persons and must actively supervise such Persons whilst they are visiting.
- 6.13 Any items used in the communal facilities must be returned to their storage location (for example, bowls mats) after use. No equipment located in any part of the Country Club or surrounding communal facilities is to be removed from the Country Club or surrounding communal facilities.
- 6.14 The Park Owner may restrict or prohibit Persons from entering the communal facilities if they do not comply with these Park Rules.
- 6.15 Detailed below are some of the Park's communal facilities and the rules that apply to such communal facilities.

Country Club

- 6.16 Hours of access and permitted users are as detailed in the *Community Facility Schedule* attached.
- 6.17 If Resident Persons wish to use the Country Club outside of the abovementioned hours, then they need to seek prior permission from the Park Manager. Permissions may be withheld or issued conditionally from time to time. Subject to permission being granted, the Park Manager will arrange for those Resident Persons to have access to the building. Those Resident Persons will then be responsible for cleaning and securing the building and activating the alarm system (if applicable) after they have finished using any part of the

Country Club.

- 6.18 All Persons must keep in mind any noise regulations in place when accessing, using and leaving the communal facilities.
- 6.19 Resident Persons who exit the Country Club at the end of the day must ensure all air conditioning, lights and other technological devices are switched off. The last Resident Person to exit the Country Club prior to the end of the day must ensure that all doors and windows are locked. Those organising a function in the Country Club are responsible for locking the building and activating the alarm system (if applicable) when they have finished using any part of the Country Club.

Main Function Room – Dining Hall Area. Theatrical Stage and Dressing Room/s

- 6.20 Hours of access and permitted users are as detailed in the *Community Facility Schedule* attached.
- 6.21 All Persons must abide by the prevailing dress code for any event or function as directed by the home owners committee from time to time. At all other times, Persons must present in appropriate and respectful attire.
- 6.22 Subject to liquor licencing requirements, Resident Persons must sign in their Non-Resident Person guests into the *Guest Register* located at the main foyer prior to entering the Main Function Room or any other part of the Country Club.
- 6.23 Subject to liquor licencing requirements, Persons are permitted to bring their own drinks into the Country Club or any other licenced area outside of the prescribed liquor licence hours.
- 6.24 Subject to these Park Rules, Persons who wish to hold functions in the Country Club (including the main Function Room/Hall/Area or any other area in which functions are permitted) must ensure the function is concluded by no later than 10.30pm, excluding New Year's Eve – in which case the hours can be extended by mutual agreement between the home owners committee and the Park Owner. The granting of such permission will be at the absolute discretion of the Park Owner and may be withheld or issued conditionally from time to time.
- 6.25 Persons who wish to use the Country Club for private functions must pay a cleaning bond to the Park Manager no later than 48 hours prior to the staging of their private function. The bond or any part thereof may be used by the Park Manager at their absolute discretion to clean the communal facilities following the conclusion of the private function. The quantum of the bond will be determined by the

Park Owner from time to time. The Park Manager will refund any unused bond monies to the relevant Person as soon as practicably possible following the conclusion of the private function.

Tennis/Pickleball Court

- 6.26 Hours of access and permitted users are as detailed in the Community Facility Schedule attached.
- 6.27 Persons must wear non-marking shoes whilst using the tennis/pickleball court.
- 6.28 No equipment is to be removed from the tennis/pickleball court. The tennis/pickleball court is to be used for tennis and pickleball only.
- 6.29 Do not adjust the net height.
- 6.30 No tennis/pickleball after 8.00pm. Lights are to be turned off when finished.

Kitchen, Bar and BBQ

- 6.31 Hours of access and permitted users are as detailed in the *Community Facility Schedule* attached.
- 6.32 Persons must wear enclosed footwear in the communal kitchen at all times. Aprons and gloves must be worn at all times when preparing and cooking food. Persons must ensure that food preparation surfaces, equipment and utensils are cleaned and sanitised before and after use. Persons must ensure hands are thoroughly cleaned before and after touching food.
- 6.33 The Bar will be operated by the relevant home owners committee, subcommittee or other Licensee on behalf of Resident Persons. The Bar plus all tills and relevant refrigerators that are used to store beverages and food will remain locked when not in use.

Bowls Green

- 6.34 Hours of access and permitted users are as detailed in the *Community Facility Schedule* attached.
- 6.35 The Bowls Green is to be used for Bowls only.
- 6.36 Persons who use the Bowls Green are referred to as Bowlers in this section.
- 6.37 Bowlers must follow the Bowls Queensland *Player Code of Conduct* or the like.

- 6.38 Bowlers must wear correct lawn bowls approved footwear, being flat soled shoes or bare feet, subject to bowling green manufacturer's specifications or as otherwise directed by the Park Owner at its sole and absolute discretion.
- 6.39 If the Bowls Green is square in dimension – in order to preserve the life of the Bowls Green, Bowls must periodically be played in north-south and east-west directions.
- 6.40 To preserve the life of the Bowls Green, for practice or single games, Bowlers must use the centre section of the Bowls Green.
- 6.41 Bowlers must not dump bowls on the Bowls Green. Bowlers must adhere to the height rules prescribed by Bowls Queensland, being a height no greater than ankle height.

Bowling Alley

- 6.42 Hours of access and permitted users are as detailed in the *Community Facility Schedule* attached.
- 6.43 Neither Non-Resident Persons nor Resident Persons are permitted to enter any mechanical room associated with the Bowling Alley for any purpose unless permitted by the Park Owner.
- 6.44 Resident Persons can only book and use one lane at a time. Spectators must view from the side chair/s and lounge/s.
- 6.45 Only one Person is permitted to bowl at any given time on any given lane.
- 6.46 Walking down the bowling lanes is strictly prohibited.
- 6.47 Any malfunction at the Bowling Alley must be reported to the Park Manager immediately and the relevant lane/s must be closed until the malfunction is resolved. A Person must not attempt to rectify malfunctions themselves or to retrieve stuck bowling balls, unless such Person has been trained and is authorised to do so by the Park Owner or its authorised representative.
- 6.48 Users of the Bowling Alley must not dump bowling balls on the Bowling Alley lanes at any time.
- 6.49 Participants in Bowling Alley activities must wear the appropriate Park Owner-supplied bowling footwear with socks at all times.
- 6.50 Park Owner-supplied bowling footwear is not to be worn outside of the Bowling Alley room. Further, Persons who wear Park Owner supplied bowling footwear must spray same

with Park Owner- supplied disinfectant at the end of each session. Persons may use their own regulation bowling shoes.

- 6.51 The Bowling Alley Communal facility cannot be booked for a private function.

Bus

- 6.52 Only Resident Persons are permitted to use the communal Bus.
- 6.53 Resident Persons who use the Bus must ensure the Bus fuel tank is fully refueled and that the Bus is left clean and tidy at the end of each use. For clarity, the Bus must be fully fueled whenever it is parked at the Park.
- 6.54 Notwithstanding anything else in these Park Rules, the Park Manager will be responsible for controlling the Bus booking diary, which will be kept at the Park Manager's office.
- 6.55 Resident Persons who wish to use the Bus must comply with the attached *Communal Bus Rules*.

Buggy

- 6.56 Only Resident Persons are permitted to use the Buggy.
- 6.57 Resident Persons who use the Buggy must ensure the Buggy is left clean and tidy at the end of each use.
- 6.58 Notwithstanding anything else in these Park Rules, the Park Manager will be responsible for controlling the Buggy booking diary, which will be kept at the Park Manager's office.

Cinema

- 6.59 Hours of access and permitted users are as detailed in the *Community Facility Schedule* attached.
- 6.60 Persons are not permitted to operate or interfere with any of the Cinema equipment unless they have received the appropriate training and are competent to do so.
- 6.61 Food or drink (except water) are not permitted in the Cinema.

Arts Studio

- 6.62 Hours of access and permitted users are as detailed in the *Community Facility Schedule* attached.
- 6.63 Only Resident Persons and invited Non-Resident Persons

are permitted to use the Arts Studio.

- 6.64 Only Resident Persons who are properly trained and are competent are permitted to use the sewing machine and/or overlockers in the Arts Studio. Upon application to the Park Owner, permission may be given for Non-Resident Persons, who must also be properly trained and are competent, to use the aforementioned equipment and facility.
- 6.65 Home Owners must ensure that all equipment is turned off at the wall power switch after use.

Games Room

- 6.66 Hours of access and permitted users are as detailed in the *Community Facility Schedule* attached.
- 6.67 Persons must brush the felt pool tabletops and cover the pool tables after use.
- 6.68 Persons must ensure darts are stored appropriately and that the dart board cabinet is closed at the end of each session.
- 6.69 The Games Room cannot be booked for a private function.
- 6.70 No food or drink is permitted within 1 metre of the pool tables.

Gymnasium

- 6.71 Hours of access and permitted users are as detailed in the *Community Facility Schedule* attached.
- 6.72 Only Resident Persons are permitted to use the Gymnasium.
- 6.73 If Resident Persons engage a qualified person to provide health and well-being services or guidance in the Gymnasium, pool areas and other recreational areas, then such persons must be appropriately qualified and insured.
- 6.74 Resident Persons must always wear appropriate footwear whilst in the Gymnasium.
- 6.75 Resident Persons must place a towel on the working surface of any equipment they are using. Persons must also wipe down equipment with towels and cleaning agents after use.

Golf Simulator

- 6.76 Hours of access and permitted users are as detailed in the *Community Facility Schedule* attached.
- 6.77 Resident Persons are permitted to use the Golf Simulator.

- 6.78 Resident Persons are not permitted to operate the Golf Simulator unless they have received the appropriate training and are competent to do so.
- 6.79 Only four (4) Persons are permitted in the Golf Simulator room at any one time.
- 6.80 Resident Persons using the Golf Simulator must wear covered footwear.
- 6.81 Resident Persons using the Golf Simulator must first sign the booking diary that is located outside of the Golf Simulator room.
- 6.82 Resident Persons using the Golf Simulator may supply their own golf clubs and golf balls or use the community-supplied equipment. Only new or clean golf balls are to be used at any time.
- 6.83 Prior to leaving the Golf Simulator room, Resident Persons must ensure the Golf Simulator equipment is properly shut down.
- 6.84 No Resident Person is permitted to interfere with any of the equipment in the Golf Simulator facility.

Workshop

- 6.85 Hours of access and permitted users are as detailed in the *Community Facility Schedule* attached.
- 6.86 Only Resident Persons are permitted to use the Workshop.
- 6.87 Resident Persons who wish to use the communal Workshop comply with the attached *Workshop Rules*.

Outdoor Swimming Pool and Spa

- 6.88 Hours of access and permitted users are as detailed in the *Community Facility Schedule* attached.
- 6.89 Non-Resident Persons must always be actively supervised by the Resident Person whom they are visiting whilst using the Outdoor Swimming Pool and Spa.
- 6.90 There is to be no jumping, diving or running at the Outdoor Swimming Pool and Spa area.
- 6.91 No glass/ceramic vessels of any description are permitted in the Outdoor Swimming Pool and Spa area.
- 6.92 Persons are not permitted to use the Outdoor Swimming

Pool and Spa when the cleaning sign is displayed.

- 6.93 Persons must always ensure any safety gates at the Outdoor Swimming Pool and Spa area remain closed.
- 6.94 Persons must ensure that furniture is not removed from within the Outdoor Swimming Pool and Spa area.
- 6.95 Persons who use the Gymnasium prior to using the Outdoor Swimming Pool and Spa must shower prior to such use.
- 6.96 Persons must ensure they are as dry as possible before leaving the Outdoor Swimming Pool and Spa area.

Indoor Swimming Pool and Spa

- 6.97 Hours of access and permitted users are as detailed in the *Community Facility Schedule* attached.
- 6.98 Non-Resident Persons must always be actively supervised by the Resident Person whom they are visiting whilst using the Indoor Swimming Pool and Spa.
- 6.99 There is to be no jumping, diving or running at the Indoor Swimming Pool and Spa area.
- 6.100 No glass/ceramic vessels of any description are permitted in the Indoor Swimming Pool and Spa area.
- 6.101 Persons are not permitted to use the Indoor Swimming Pool and Spa when the cleaning sign is displayed.
- 6.102 Persons must always ensure any safety gates at the Indoor Swimming Pool and Spa area remain closed.
- 6.103 Persons must ensure that furniture is not removed from within the Indoor Swimming Pool and Spa area.
- 6.104 Persons who use the Gymnasium prior to using the Indoor Swimming Pool and Spa must shower prior to such use.
- 6.105 Persons must ensure they are as dry as possible before leaving the Indoor Swimming Pool and Spa area.

Sauna

- 6.106 Hours of access and permitted users are as detailed in the *Community Facility Schedule* attached.
- 6.107 Only Resident Persons are permitted to use the Sauna.
- 6.108 Resident Persons must obtain medical clearance prior to using the Sauna.

Poolside Recreation Room and Sundeck

- 6.109 Hours of access and permitted users are as detailed in the *Community Facility Schedule* attached.
- 6.110 The Poolside Recreation Room and Sundeck facility cannot be booked for a private function.

Library and any Meeting, Boardroom or Consultation Rooms

- 6.111 Hours of access and permitted users are as detailed in the *Community Facility Schedule* attached.
- 6.112 All books, discs, CD's, DVD's and puzzles at the Library have been donated to the community and are available for free to all Resident Persons either in the Library or to take away.
- 6.113 Resident Persons must ensure each of the abovementioned items are returned in good order or the relevant person will be required to replace or to pay for replacement items.
- 6.114 Resident Persons who wish to use the computers and/or printer within the Library and any Meeting, Boardroom or Consultation rooms must ensure material they are accessing and/or printing is lawful.
- 6.115 Costs of consumables with respect to ink, toner, printing paper and the like will be borne by the home owners committee.

Hairdressing Salon and Beauty Parlour

- 6.116 Hours of access and permitted users are as detailed in the *Community Facility Schedule* attached.
- 6.117 Persons must not borrow equipment from the Hairdressing Salon and Beauty Parlour.
- 6.118 Persons must not store their personal property in the Hairdressing Salon and Beauty Parlour.

Caravan Compound

- 6.119 Only Resident Persons are permitted to use the Caravan Compound.
- 6.120 Resident Persons who wish to use the Caravan Compound must comply with the attached Caravan Compound Rules.

Music Room

- 6.121 Hours of access and permitted users are as detailed in the *Community Facility Schedule* attached.
- 6.122 Persons must not borrow equipment from the Music Room.
- 6.123 Persons must not store their personal property in the Music Room.

Garden Area and Garden Workshop

- 6.124 Hours of access and permitted users are as detailed in the *Community Facility Schedule* attached.
- 6.125 Persons must not borrow equipment from the Garden Area or Garden Workshop Room.
- 6.126 Persons must not store their personal property in the Garden Area or Garden Workshop Room.
- 6.127 Garden beds are not allocated to individual users.

Notice Board

- 6.128 Only Resident Persons are permitted to advertise social activities on any Notice Board, provided that such advertisements are first approved by the Park Manager.
- 6.129 Resident Persons must ensure that the advertised notice is no bigger than A5 in size. The notice must be removed after the event.

7. The speed limits for motor vehicles (as per Section 77(2)(d) of the Act):

- 7.1 The speed limit at the Park is strictly 10 kilometres per hour.

8. The parking of motor vehicles (as per Section 77(2)(e) of the Act):

- 8.1 All motor vehicles and trailers kept at the Park on a permanent basis must be registered with the Park Owner.
- 8.2 Only vehicles with current registration and compulsory third-party insurance may be driven and parked within the Park. Owners of vehicles with noisy or polluting exhausts will be required to remove such motor vehicles from the Park.
- 8.3 Unless individual floor plans permit for additional vehicles to be parked within enclosed garages, parking of no more than two (2) vehicles is permissible at any manufactured home site, provided always that such vehicles are enclosed in the garage of the relevant site.

- 8.4 Resident Persons who own homes that are able to accommodate additional vehicles are permitted to store additional vehicles at their site provided that such vehicles are always stored or parked in an enclosed garage at their site.
- 8.5 Parking on driveways is not permitted any time.
- 8.6 Non-Resident Persons are not permitted to bring into the Resort any vehicles, trailers, boats, motorhomes, motorbikes or the like other than their motor vehicle. Non-Resident Persons who are visiting a Resident Person at the Park can park their motor vehicle in an allocated visitor car parking bay for a period that does not exceed more than 48 hours, subject to such parking spaces being available.
- 8.7 Except for those displaying a disability parking permit, a Non-Resident Person who is attending a function at a communal facility at the Park must park their vehicle outside of the Park. Non-Resident Persons displaying a disability parking permit may park their vehicle within the Park's designated disabled parking spaces, subject to such parking spaces being available.
- 8.8 No motor vehicle, caravan, boat, trailer or other vehicle is to be parked or stored at any Site or any communal area in a manner which impedes the safe passage of other vehicles or people or otherwise causes the Park Owner to breach legislation relating to its health and safety obligations or the requirements of the Park Owner's town planning approvals or any requirements laid out by the Park Owner's insurers.
- 8.9 Notwithstanding any other Park Rule, caravans and motorhomes can only be parked outside of a manufactured home for a maximum period of 24 hours and for loading, unloading and vehicle cleaning purposes only.
- 8.10 Persons are not permitted to park their vehicles in guest parking bays throughout the Park without the prior consent of the Park Owner.
- 8.11 Non-Resident Persons are not permitted to bring their recreational vehicles or any second vehicle into the Park at any time.
- 8.12 Except for visiting delivery and courier vehicles, no trucks or large commercial-type vehicles (even if they belong to a Resident Person) will be permitted access to the Park.

9. The disposal of refuse (as per Section 77(2)(f) of the Act):

- 9.1 The water closets, conveniences and other waste apparatus, including waste pipes and drains must not be

used for any purposes other than those for which they were constructed, and no sweeping of rubbish or other unsuitable substance shall be deposited within.

- 9.2 Carports, garages and Sites generally must be kept clean and free from all litter and weeds. All practical steps must be taken to prevent infestation by vermin and or insects.
- 9.3 Resident Persons must place all their household rubbish into bins at their Site or at bin collection points for periodic collection and disposal by the relevant service provider or Park Manager (as and when directed by the Park Manager).

10. The keeping of pets (as per Section 77(2)(g) of the Act):

- 10.1 The allowable number, and the keeping of pets generally by Resident Persons must be in accordance with local authority requirements. Further, no pets are permitted to be kept at the Park without the consent of the Park Owner. Such consent may be withheld or issued conditionally from time to time.
- 10.2 Non-Resident Persons are not permitted to bring their pets into the Park without the consent of the Park Owner. Such consent may be withheld or issued conditionally from time to time.
- 10.3 Resident Persons must ensure their pets are securely confined within their Site area unless their pets are being walked around the Park's thoroughfares. Pets being walked around the Park's thoroughfares must be leashed and under the control of the Person handling the animal. Under no circumstance are pets permitted to roam about the Park without being leashed and under the control of a Person.
- 10.4 When not being walked, pets must be kept within the confines of a manufactured home or Site area or otherwise appropriately confined and secured so they do not nuisance.
- 10.5 Resident Persons are not permitted to allow their pets to access the manufactured home site of another Resident Person without first obtaining permission from the relevant Resident Person.
- 10.6 Pet owners are responsible for disposing of waste belonging to their pet in their own rubbish bin irrespective of where such waste may occur.
- 10.7 Resident Persons must take measures to ensure their pets do not make any unreasonable noises such that might interfere with the reasonable peace, comfort, privacy or quiet enjoyment of other Persons within the Park.
- 10.8 Pets, except for service animals, are not permitted inside of

any communal facility.

COMMUNAL FACILITY SCHEDULE

| FACILITY | HOURS OF OPERATION | PERMITTED PERSONS |
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| Country Club | 7.00am - 9.00pm* 7 days a week* The Park Manager may lock or arrange to have the building locked prior to 9.00pm if the Country Club is not being used. | Resident Persons and accompanied Non-Resident Persons |
| Kitchen, Bar and BBQ Areas | 7.00am - 9.00pm 7 days a week | Resident Persons and accompanied Non-Resident Persons |
| Main Function Room – Dining Hall Area, Theatrical Stage and Dressing Room/s | 7.00am - 9.00pm 7 days a week | Resident Persons and accompanied Non-Resident Persons |
| Cinema | 7.00am - 9.00pm 7 days a week | Resident Persons and accompanied Non-Resident Persons |
| Games Room | 7.00am - 9.00pm 7 days a week | Resident Persons over the age of 16 years and accompanied Non- Resident Persons over the age of 16 years |
| Sauna | 7.00am - 7.00pm 7 days a week | Resident Persons |
| Outdoor Swimming Pool and Spa | 7.00am - 8.00pm 7 days a week for Resident Persons | Resident Persons over the age of 5 years and accompanied Non- Resident Persons over the age of 5 years Notwithstanding the above, Persons under the age of 16 years are not permitted to use the spa at any time |
| Poolside Recreation Room and Sundeck | 7.00am - 9.00pm 7 days a week | Resident Persons over the age of 16 years and accompanied Non- Resident Persons over the age of 16 years |
| Indoor Swimming Pool and Spa | 7.00am - 8.00pm 7 days a week for Resident Persons | Resident Persons over the age of 5 years and accompanied Non- Resident Persons over the age of 5 years Notwithstanding the above, Persons under the age of 16 years are not permitted to use the spa at any time |

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| Bowls Green | 7.00am - 8.00pm 7 days a week | Resident Persons over the age of 16 years and accompanied Non- Resident Persons over the age of 16 years |
| Bowling Alley | 7.00am - 9.00pm 7 days a week | Resident Persons over the age of ten (10) years and accompanied Non-Resident Persons over the age of ten (10) years |
| Workshop | 8.00am - 3.00pm 5 days a week (Monday to Friday) See attached rules relating to the Workshop | Resident Persons over the age of 18 years |
| Library and any Meeting, Boardroom or Consultation Rooms | 7.00am - 9.00pm 7 days a week | Resident Persons |
| Arts Studio | 7.00am - 9.00pm 7 days a week | Resident Persons and accompanied Non-Resident Persons |
| Music Room | 7.00am - 9.00pm 7 days a week | Resident Persons and accompanied Non-Resident Persons |
| Gymnasium | 7.00am - 9.00pm 7 days a week | Resident Persons |
| Golf Simulator | 7.00am - 9.00pm 7 days a week | Resident Persons |
| BBQ Areas and Alfresco | 7.00am - 8.00pm 7 days a week | Resident Persons and accompanied Non-Resident Persons |
| Bus | Reservation required | Resident Persons |

| Buggy | Reservation required | Resident Persons |
|---------------------------------------|---|--|
| Tennis Court/Pickleball | 7.00am - 8.00pm 7 days a week | Resident Persons over the age of five (5) years and accompanied Non-Resident Persons over the age of five (5) years |
| Hairdressing Salon and Beauty Parlour | 7.00am - 9.00pm 7 days a week | Resident Persons and authorised Tradespersons |
| Caravan Compound | As applicable to individual Resident Persons. See attached rules relating to the Caravan Compound. | Resident Persons |
| Garden Area and Garden Workshop | 7.00am - 8.00pm 7 days a week | Resident Persons over the age of five (5) years and accompanied Non-Resident Persons over the age of five (5) years |

COMMUNAL BUS RULES

The Park Owner has provided Resident Persons with a Communal Bus **['Bus']** so that Resident Persons may transport themselves inside and outside of the Park for approved purposes. Resident Persons who use the Bus may do so subject to the following rules:

1. Only Resident Persons may use the Bus **['User/s']**.
2. Only qualified and approved Resident Persons may drive the Bus **['Driver/s']**.
3. The Park Manager is the ultimate controller of the Bus and will make decisions about where the Bus is permitted to travel.
4. Intending Users of the Bus must register their proposed travels in the booking diary at least 24 hours ahead of their proposed travel. Intending Users of the Bus must also nominate their Driver at the time of making their booking. The Bus booking diary and the Bus key will be stored at the Park Manager's office.
5. The Park Manager may modify or cancel Bus bookings at their absolute discretion in order to promote fair access to the Bus by all Resident Persons.
6. The Park Manager will, at its sole and absolute discretion, determine which Resident Persons are permitted to become a Driver.
7. Resident Persons who wish to become Drivers must –
 - 7.1 satisfy the Park Manager that they are fit to do so;
 - 7.2 demonstrate a driving history that is to the complete satisfaction of the Park Manager; and
 - 7.3 have a current unrestricted licence issued by the relevant local authority.
8. Drivers and Users of the Bus must comply with all laws of the road as prescribed by the relevant local authority. The Bus may only be used for lawful purposes.
9. Drivers and Users of the Bus must comply with any Bus-related directive that is issued by the Park Owner from time to time.
10. The Bus is limited to carry only a certain number of persons. Users and Drivers must ensure such limits are not exceeded at any time.
11. Only Drivers will be issued with a key to the Bus.
12. If a Driver wishes to drive the Bus in accordance with the abovementioned pre-arranged booking, then the following process will happen:

- 12.1 The Driver will attend the Park Manager's office and sign out the Bus key from the relevant register.
- 12.2 The Driver will sign a declaration to the effect that the Driver is fit to drive the Bus and that they agree to be bound by these Communal Bus Rules.
- 12.3 The Driver will then take the key and drive the Bus as scheduled and provide to the Resort Manager a list of passengers.
13. Drivers are absolutely responsible for the Bus whilst they are in possession of the Bus key.
14. Drivers are responsible for completing a travel log (which will be stored in the Bus) at the end of every journey prior to returning the Bus key to the Park Manager.
15. After completing the travel log, Drivers must return the Bus key to the Park Manager immediately. The Driver will be required to sign the Bus key back in the above-mentioned register. Drivers will be considered to remain in control and personally responsible for the Bus until such key-return process is completed.
16. Drivers will be personally responsible for paying any out-of-pocket parking costs, toll costs, parking fines, infringement notices or any fine or other cost that is incurred from the moment the Driver signs out the Bus key until the Driver signs the Bus key back in. The Park Owner will not reimburse Users and Drivers for such expenses.
17. Drivers are responsible for and are required to conduct a visual inspection and verbal check to ensure that all Users are within the confines of the Bus prior to setting the Bus in motion.
18. Drivers will be personally responsible for ensuring the Bus is fully refuelled at the end of every trip prior to signing the Bus key back in. The Park Owner will not reimburse Users and Drivers for such expenses.
19. Drivers and Users must ensure they take care when entering, exiting, sitting and standing on the Bus and at all other times.
20. When travelling in the Bus, Drivers and Users must wear the seat belts supplied.
21. When travelling in the Bus, Drivers and Users must ensure they are completely inside of the Bus and that no part of their body or clothing is protruding outside of the Bus.
22. Reckless and irresponsible use of the Bus is prohibited at all times.
23. The Park Owner has a zero-tolerance approach with respect to driving under the influence of alcohol and/or any other illicit substance. The Driver must ensure they have zero alcohol and/or illicit substance in their system when using the Bus.

24. The Driver must not operate the Bus if they are on any medication that may impede their ability to operate the Bus or have a physical ailment that otherwise impedes their ability to operate the Bus.
25. The Bus must not be used to tow or pull any object.
26. The Driver must immediately report safety-related incidents and/or accidents that involve the Bus to the Park Manager.
27. The Driver must immediately report any defects, breakages or damage that involve the Bus to the Park Manager.
28. The Driver must –
 - 28.1 ensure that all rubbish is removed from the Bus after use;
 - 28.2 that, in the reasonable opinion of the Park Manager, the Bus is washed after use;
 - 28.3 return the Bus to the nominated parking area;
 - 28.4 ensure that the Bus is locked, and that the Bus key is properly returned; and
 - 28.5 generally ensure that the Bus is left ready for use by others.
29. Users and/or Drivers who fail to comply with these Bus Rules may be prohibited from using the Bus.
30. Drivers and Users release, indemnify and hold harmless the Park Owner, its servants and agents from and against all and any actions or claims which may be made by a Driver or a User or by others on behalf of a Driver or a User for or in respect of or arising out of any injury, loss, damage, or death caused to a Driver or User or their property whether, by negligence, breach of contract or in any way whatsoever.

WORKSHOP RULES

The following rules apply to Resident Persons who use the Park's Workshop and the equipment within **['Workshop']**:

1. Tools and other chattels within the Workshop are the property of the home owners committee. By extension, the home owners committee is responsible for ensuring that all equipment in the Workshop is electrically tested, tagged as and when required and insured at their cost. Furthermore, Resident Persons using the Workshop must ensure that all items of equipment are used in accordance with the manufacturer's recommendations. The use of Personal Protection Equipment is mandatory.
2. Tools, machines, equipment and consumable items in the Workshop are the property of the home owners committee. To this end, the home owners committee is responsible for complying with all health and safety requirements that apply to such tools, machines, equipment and

consumable items.

3. All fixtures in the workshop such as plumbing and electricity power points in walls, floors and ceilings are the property and responsibility of the Park Owner.
4. Only Resident Persons are permitted to use the Workshop and they do so at their own risk and are responsible for any injuries or accidents that may occur. However, from time to time, Non-Resident Persons with specialist knowledge may be invited by the workshop committee to demonstrate or train Resident Persons with the use of the Workshop equipment and techniques.
5. A minimum of two (2) Resident Persons must be in the Workshop at all times during use. For clarity, a single Resident Person cannot use the Workshop alone.
6. When using machinery or electric hand tools, a minimum of two (2) Resident Persons must be in attendance in the Workshop at any given time, with at least one (1) of the Resident Persons being competent and having completed the Workshop Induction process delivered by a Resident Person authorised by the Workshop Group.
7. Resident Persons accessing the Workshop must wear covered footwear. Resident Persons using Workshop equipment must wear appropriate Personal Protective Equipment, which may include, protective eyewear and hearing protection. All protective personal equipment, including hearing protection, safety glasses and aprons are to be supplied by the Resident Person. Resident Persons should be mindful of personal safety and not wear loose fitting clothing or jewellery when using workshop equipment.
8. Prior to using the Workshop, Resident Persons must first undergo a safety induction course that has been approved by the Park Owner that has been arranged and funded by the home owners committee.
9. Resident Persons must not store their personal property in the Workshop.
10. No tools or equipment are permitted to be removed from the Workshop.
11. Resident Persons must be competent and familiar in the safe use of the plant and/or equipment involved.
12. Prior to leaving the Workshop, Resident Persons must clean tools, switch power points off, release the air compressor, sweep the floor and secure the room.
13. Resident Persons agree to comply with these rules and agree to follow any directions stated within them regarding safety.
14. Resident Persons shall at all times use manufacturers' recommended personal protective equipment for each piece of equipment that has been provided for use at the Workshop, or alternatively, shall supply and use their own compliant personal protective equipment.

15. Resident Persons shall use only tools and equipment in the Workshop that they are familiar with and competent to use/operate.
16. Resident Persons shall use all safety devices (for example, guards) on tools and equipment and will not remove or modify any safety devices.
17. Resident Persons shall, as soon as is reasonably practicable, report any safety concerns, near-hits or incidents to the Park Manager and shall assist with any investigation regarding those types of incidents.
18. Resident Persons shall not smoke or consume alcohol in the Workshop.
19. Resident Persons shall not enter the Workshop whilst under the influence of alcohol or any illicit substance.
20. Before using any Workshop tools or equipment, Resident Persons shall, to the extent reasonably necessary, undertake a physical inspection of the machine or tools to ensure they are safe for use. Should any damage or defect be identified, the Resident Person shall tag-out the equipment and immediately inform the Park Manager of the defect.
21. Resident Persons agree their access to the Workshop may be restricted, suspended or cancelled at any time if the Park Owner forms a view that any given Resident Person is failing to comply with these rules.
22. Resident Persons release, indemnify and hold harmless the Park Owner, its servants and agents from and against all and any actions or claims which may be made by a Resident Persons or by others on behalf of the Resident Persons for or in respect of or arising out of any injury, loss, damage, or death caused to a Resident Persons or their property whether, by negligence, breach of contract or in any way whatsoever.

ON-SITE PARKING COMPOUND VEHICLE POLICY TERMS AND CONDITIONS OF USE

Eligible Home Owners (**'User'**) who have been accepted to use the On-Site Parking Compound (**'Compound'**) are subject to the following conditions of use:

1. Upon receipt of a duly completed written application by a Home Owner, the Park Owner may, in its sole and absolute discretion, grant a Permit to the Home Owner to park a Vehicle in the Compound. As this time, the Home Owner will become a User.
2. If the Park Owner decides in its sole and absolute discretion to grant a Permit to a Home Owner, then the following Terms and Conditions of Use apply to the Permit.
3. If the Park Owner decides in its absolute discretion to not grant a Permit to a Home Owner or if there are no Spaces available in the Compound, then the Home Owner must park their Vehicle/s in accordance with their Site Agreement or make alternative arrangements to park their Vehicle/s elsewhere not within the Resort.
4. The User is permitted to access and use the Compound for the sole purpose of parking the User's Vehicle therein, for cleaning their vehicle using the available cleaning facilities (where/if applicable), and for no other purpose whatsoever, except otherwise in accordance with reasonable directions from the Park Owner given from time to time.
5. The Park Owner may refuse access to the Compound if the Park Owner (acting reasonably) considers that the proposed use of the Compound does not comply with the Terms and Conditions of Use or that what is purported to be parked may damage the Compound or other property within the Compound.
6. When a User parks and leaves their vehicle in the Compound, the User does so at their own risk and they remain responsible for their vehicle and any property in or on it.
7. The User will park their vehicle within the limits and spaces as defined by the Resort Manager from time to time and comply with all signs erected in the Compound. The User will comply with any directions or instructions given to the User by the Park Owner from time to time. If the User breaches any of these requirements, then the permit may be cancelled.
8. The registration of the Vehicle must match the Home Owner/s' registered details that have been provided to the Park Owner at all times.
9. The Recreational Vehicle Group [**'RV Group'**] is a stakeholder group of the Compound that may assist the Park Owner in such matters including parking allocations and other Compound-related matters from time to time. The RV Group will elect representative(s) to work with the Park Owner to resolve matters relating to the operation of the Compound from time to time. Such spots the RV Group request will be ultimately allocated and approved by the Park Owner.
10. The Vehicle Parking Permit label must be displayed at all times on the vehicle. Failure to do so will result in the vehicle being towed at the User's expense. The Park Owner will not be liable for any damage to their vehicle, persons or property

by such removal. Users will immediately pay to the Park Owner any costs it incurs in connection with such removal. Users will be permitted to park their vehicle in their allocated spots. Such spots will be allocated by the Resort Manager. Allocated spots can/will be changed as and when needed depending on requirements of the Compound.

11. Users will not park their vehicle so as to obstruct or cause the obstruction of the free passage to, or the use of, the Compound. The Park Owner reserves the right to remove any obstructing vehicle. The Park Owner will not be liable for any damage to the User's vehicle, persons or property by such removal. The User will pay to the Park Owner any costs it incurs in connection with such removal within 14 days.
12. Except to the extent required by law, the Park Owner will not be liable for:
 - a. the safe custody of any vehicle in the vehicle park; or
 - b. the delivery of any vehicle to any person, whether that person has authority to take it or not;
 - c. any theft, loss or damage whatsoever to any vehicle or its accessories or contents; or
 - d. any damage to the User's property, injury to the User or their death while they, their vehicle or the User's property is in the Compound or while the User is entering or leaving the vehicle park.
13. The User releases and indemnifies the Park Owner from any claim against the Park Owner or expense incurred by the Park Owner arising from the User's use of the Compound or from the Park Owner removing the User's vehicle from it.
14. The User must ensure that their parked vehicle is securely locked.
15. The User must not litter the Compound or allow their vehicle to spill or leak oil in it. If this occurs, then the User may be required to pay a cleaning fee to the Park Owner.
16. The User is permitted to use the wash bay (if applicable) located within the Compound. The User must ensure that the wash bay is left clean and tidy after use. Any damage caused to the wash bay area will be the responsibility of the User and costs associated with same will be borne by the User.
17. If at the User's request, the Park Owner provides any form of vehicle assistance, then the User:
 - a. accepts such assistance at the User's own risk in all respects; and
 - b. if any damage is caused to then User's vehicle, then the User releases and indemnifies the Park Owner from and against any claim which the User may otherwise have against the Park Owner in respect to that damage.
18. These Terms and Conditions of Use will only exclude the Park Owner from liability to the extent that the Park Owner is able to do so under any law, which restricts or forbids that exclusion of liability.

19. The Park Owner may vary these Terms and Conditions of Use by adding, altering or deleting any of them and in that event the new conditions will be binding on the User and/or the Park Owner after giving the User one (1) month notice in writing of the new conditions.
20. If an allocated spot can hold multiple vehicles (such as box trailers and/or other smaller vehicles or trailers) then same will be utilized for maximum yield.
21. The Park Owner may terminate the User's right to use the Compound for whatever reason after first giving the User one month's notice in writing.
22. The User's right to use the Compound will automatically terminate if the User is no longer party to a Manufactured Homes Form 2 Site Agreement with the Park Owner.
23. If at any time whilst living at the Resort the User chooses to sell, trade or replace their vehicle, the above-mentioned benefit will transfer to a new vehicle ['Replacement Vehicle'] provided that:
 - a. it does not exceed the measurements of their current vehicle. [If the new caravan is larger than their current vehicle, they will not receive this benefit and will be required to pay for storage and only if the Park Owner is able to accommodate the space required] or otherwise determined by the Park Owner in its sole and absolute discretion.
 - b. the replacement vehicle is acquired within sixty (60) days of being sold, traded or replaced.
24. If a resident who is an existing user of the Parking Compound replaces their current vehicle with another, then entitlement to use the Parking Compound is transferable to that replacement vehicle, subject to the conditions in each of the following:
 - 24.1 Replacement vehicles must be acquired within 120 days of disposal of the replaced vehicle.
 - 24.2 Entitlement to use the Parking Compound, and the transfer of that entitlement, is subject to the discretion of the Park Owner. The Park Owner will exercise its discretion in each of the abovementioned clauses by taking into account the relevant considerations of:
 - 24.1.1 the dimensions of the replacement vehicle under consideration;
and
 - 24.1.2 the availability of a location within the Parking Compound suitable for the vehicle under consideration.
25. If a resident, who does not currently use the Parking Compound for a vehicle, acquires a vehicle and wishes to use the Parking Compound for that vehicle, then use of the Parking Compound by that resident is subject to the discretion of the Park Owner.

26. In this Clause, "vehicle" means a recreational vehicle including but not limited to:

- a) a caravan;
- b) a campervan;
- c) a motorhome; and
- d) a trailer used for recreational and accommodation purposes.

27. In this Clause, the meaning of "Park Owner" includes the agent of the Park Owner appointed at the relevant time.

28. In this Clause, "resident" means a person residing in a property within the park at the relevant time.

29. The User's entitlement to use the Compound pursuant to these Conditions of Use is non-transferable.

30. At all times, legal ownership of the Compound will vest in the Park Owner.

31. Users must not erect, place or leave personal property in allocated bays or other common areas within the Compound at any time.

32. The User acknowledges and agrees that the area where the Compound is located might be prone to flooding and the Compound may be subject to flooding or flooding events from time to time.

33. In the event of flooding, subsidence or natural disaster, the User will be responsible for ensuring their vehicle is removed from the Compound in a timely fashion. The Park Owner bears no responsibility for any damage that might occur to the User's vehicle in any circumstance.

34. For clarity, the User is responsible for:

- a. monitoring weather forecasts, weather warnings and the weather generally, as well as water levels in any river, ocean or waterways and surrounding areas, with respect to flooding, or the possibility of flooding, of the Compound;
- b. keeping the User's Vehicle safe if there is flooding or the possibility of flooding; and
- c. removing the User's Vehicle from the Compound if there is flooding or the possibility of flooding (and the decision to do so rests solely with the User at all times, and the User is required to form their own views as to whether the User should remove the User's Vehicle in the event of flooding or the possibility of flooding); and
- d. in the event of (c) above, relocating the User's Vehicle in accordance with the User's Site Agreement or elsewhere not within the Resort.

35. The User acknowledges and agrees that the Park Owner is not responsible for:

- a. the matters referred to above;

- b. warning the User as to flooding or the possibility of flooding; or
 - c. notifying or requiring the User to remove the User's Vehicle from the Compound if there is flooding or the possibility of flooding.
- 36. The User acknowledges and agrees that the Park Owner is **not** responsible (and the User releases and indemnifies the Park Owner absolutely) for any cost or liability incurred, or loss or damage suffered, by the User in relation to the User's Vehicle or otherwise:
 - a. if flooding occurs within the Compound; and
 - b. in removing the User's Vehicle and parking it elsewhere if flooding occurs within the Compound or there is the possibility of flooding within the Compound.
- 37. The User will be issued a unique pin and/or, in some cases, two (2) fob keys (where applicable) by the Park Owner which the User will use to access the Compound. The cost of such key will be determined by the Park Owner from time to time. If the key is lost, misplaced or stolen, then the User will be required to bear the cost of a replacement key.
- 38. At the time a Permit ends or is terminated, the User must return the Access Key/s to the Park Owner, and:
 - a. if the User fails to do so:
 - 1. the User is responsible for all costs, in addition to the applicable Access Key Charge retained, to obtain a replacement Access Key/s.
- 39. The User must securely close any door, gate or other barrier giving access to the Compound at any time when it is normally closed each time the User enters or leaves the Compound.
- 40. If any part of these Conditions of Use is illegal or unenforceable, then that part is to be disregarded, and its removal will not affect the rest of the conditions.
- 41. The User has no estate or interest in the land comprising the Compound, nor any right to exclusive possession of the Compound. The Park Owner has the legal right to exclusive possession and control of the Compound at all times.
- 42. The Park Owner, at its absolute discretion, has the power to unilaterally terminate a User's right pursuant to this Policy whenever it sees fit.
- 43. In these Conditions of Use, references to the Park Owner means:
 - a. GTH Resorts No 12 Pty Ltd as trustee for GTH Resorts No 12 Unit Trust of 38 Landershute Road, Palmwoods QLD 4555, its employees, agents and independent contractors;
 - b. "Users" means the person using, or intending to use this vehicle park; and
 - c. "Vehicle" includes a vehicle driven/towed, or intended to be driven/towed, by Users into the vehicle park.

1 February 2022

Dear Prospective Home Owner/s

AUSTRALIAN ENERGY REGULATIONS – NOTICE TO YOU

As a Network Operator and Supplier of energy within our Community, we are required to hold registrable exemptions the Australian Energy Regulator (AER) and, as such, we are bound by the Retail Rules for the sale of energy to exempt customers by exempt persons. These are core conditions based on the retail customer protections provided in the National Energy Retail Law (Retail Law).

These conditions include but are not limited to:

- Obtaining explicit informed consent of the exempt customer for the sale of energy
- Providing information to exempt customers about –
 - their right to choose their retailer;
 - assistance for hardship;
 - flexible payment options available to them; and
 - contact details for faults and emergencies.
- Conditions regarding calculation of exempt customer tariffs and notification of any changes to these tariffs and other relevant fees and charges

A full copy of the Retail Law is available from the AER website at www.aer.gov.au

The following information is provided to you in compliance with Condition 2 of the core exemption conditions under the Retail Law:

a) Details of the Network Operator and Supplier:

Name: GTH Resorts No 12 Pty Ltd as Trustee for GTH Resorts
No 12 Unit Trust

Contact Details: Attention: Mark Langdon, Director of Energy, Renewables
and Sustainability, PO Box 8087 GCMC QLD 9726 or
Level 2, 120 Siganto Drive, Helensvale QLD 4212
or markL@gemlife.com.au

- b) As an exempt customer, you have the right to elect to purchase energy from a retailer of your choice. Please note that if you decide to purchase electricity from outside of the Community network, then additional costs may be charged by the relevant retailer to upgrade your meter if it does not meet the required standard for a meter outside of the embedded network.

c) As an exempt seller, we are not subject to all of the obligations of a retailer, and as such, you will not receive the same protections as you would if you were purchasing from an authorised retailer.

d) You have rights in relation to dispute resolution, including:

- The right to access the Energy Ombudsman Scheme (if applicable), including to lodge a complaint or for free independent information and advice, or any other relevant external dispute resolution body in the State or Territory in which you are located. As our customer, you are still entitled to your rights as would be afforded to you by another retailer and you also have rights under the State Act which governs your Site Agreement. In Queensland, the relevant law is the Manufactured Homes Act (Residential Parks) Act 2003.
- The right to access the exempt seller's procedure for handling disputes and complaints.

All complaints are to be put in writing and delivered to the Park Managers.

Your complaint will be answered within 21 days. If the response is unsatisfactory, then you have your rights under the current legislation to apply to the Energy and Water Ombudsman of Queensland (www.ewoq.com.au) and/or the State Tribunal (QCAT) for an outcome.

e) The conditions applicable to the exemption are contained in the *National Energy Retail Law, a Schedule to the National Energy Retail Law (South Australia) Act 2011*. The National Energy Retail Law is supported by the National Energy Retail Rules and National Energy Retail Regulations.

f) If you are able, due to your circumstances, to seek any form of rebate or assistance for your electricity consumption, then we will make application on your behalf in instances where you as an individual cannot make a separate application. In circumstances where the onus is on you as an individual to make an application for said benefit, we will assist in any matter to help gain your rebate or assistance. For a full list of available concessions/rebates, please visit the Department of Health and Human Services (or other agency) in your State.

g) Should you not be able to pay your electricity account for reasons of genuine financial hardship, then we would provide a repayment program for you, depending on the circumstances.

We would require full details of the reasons associated with your financial hardship.

We would also not like for any outstanding account to remain unpaid for longer than 90 days and would ask for payment in equal monthly instalments over that period. If the problem persists, then we would ask that you seek independent financial advice and/or support with your budget requirements and have that independent advisor contact us.

- h) For Energy tariffs and all associated fees and charges, please refer to Annexure A of the Site Agreement.
- i) For payment frequency and methods of payment, please refer to Annexure A of the Site Agreement.
- j) The contact numbers in the event of a fault or emergency are as follows:
Attention: Mark Langdon, Director of Energy, Renewables and Sustainability,
PO Box 8087 GCMC QLD 9726 or Level 2, 120 Siganto Drive, Helensvale
QLD 4212 or markL@gemlife.com.au

The above information is provided to you in compliance with Condition 15 of the core exemption conditions under the Retail Law.

For all account enquiries and complaints, customers should contact the abovenamed individual on the details provided.

Yours Sincerely

GTH Resorts No 12 Pty Ltd as Trustee for GTH Resorts No 12 Unit Trust