TO:		

FROM: ELLIS & SUZANNE NIVEN

RE: OVER 55 VILLAGE

Appendix 1

- 1. Yes
- 2. Yes
- 3. Yes

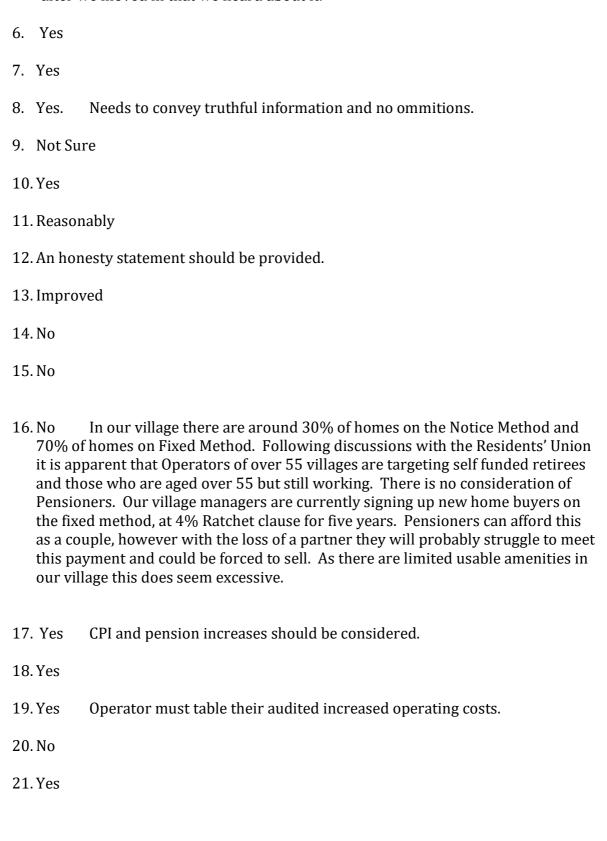
The Act should be updated to reflect changes.

Our operator constantly refers to the 2005 Act which includes Manufactured Homes, Caravan sites and camping grounds. Manufactured homes in our opinion should come under a new or substantially altered Act. Changes to considered are as follows:

- (a) Homes located within three metres clearance from bush.
- (b) Fire Protection (i) Hosereels located within operating distances (36m)
 - (ii) Boostd Fire Hydrant system located using the 90metre rule.
 - (iii) Fire Hydrants complying with correct pipe sizes and twin outlets.
 - (iv) Restrict Land Care power to stop clearing of undergrowth that can fuel a forest fire close to homes.
- 4. No.

Operators employ on-site managers whose function is to manage the village and sell new houses. Village rules are sometimes broken to affect a sale and promises of future amenities do not eventuate (for past two years to my knowledge). A Grandfather Clause is found in the Site Agreement which limits a Home Owner making an appeal, eg. In our village the manager stated the village would have a future Library, Mens' Shed, Bus, Bowling Green,, Movie Theatre and Gated Security. This convinced us to transfer our deposit from another community under construction to the community at the managers appear excellent sales persons but appear to be incompetent in dealing with the basic requirements of an over 55 village. Moreover, there is almost no communication with residents (eg. Closing amenities, stopping parcel deliveries that now must be collected from Post Office, newsletters, welcoming of new residents etc).

A dispute was occurring in our village at the time of our purchase, however it was not listed in the Disclosure Statement or Site Agreement and it was not until after we moved in that we heard about it.



22. Although there is a negotiable notation, we have tried to negotiate but to no avail. It was a take it or leave it attitude so there is no way to challenge the Fixed Method.				
23. No				
24. No				
25. No				
26. No				
27. No				
28. No				
29. Yes				
30. Yes If a time limit is broken the home owner should have the right to have the repairs carried out and the bill sent to the operator.				
31. No But some threats are made.				
32. No				
33. Yes				
34. No Need to have management certificate as a minimum.				
35. Covered under 34.				
36. Not applicable				
37. No				
38. Yes				
39. Yes				
40. Yes				
41. Joint submission by say five sites.				
42. Yes Three warnings and you may be asked to vacate. In our case, the managers appear to favour certain residents (one in particular) and are not complying with the rules.				
43. No				

44. No	
45. Yes	But hampered by managers and some home owners.
46. Yes	More than five sites to establish a Committee
47. –	
48. No pro	blems
49. In our	case, each resident makes their own arrangements.
50. N/A	
51. Better	access to managers' Superiors.
52. N/A	
53. N/s	
54. N/A	
55. N/A	
56. No	
57. No pro	blems
58. No	
59. N/A	
60. N/A	
61. No	
62. Yes	
63. Yes upgrad	But should not hinder other selling agents ie. By placing restrictions or ling Site Agreement in excess of that of existing home owner's agreement
64. No	
65. Yes purcha	No unreasonable restriction should be allowed to be placed on the ser provided they follow the Village Regulations.
66. OK	
67. OK	

Signed:	Ellis Niven	Suzanne Niven
78. No		
77. Yes		
76. Assum	е ОК	
75. No		
74. Yes		
73. Not sur	re	
72. Yes		
71. No pres	sent system OK	
70. Not sur	re	
69. Yes		

68. No