

OCCUPATION RIGHT AGREEMENT

[RESIDENT 1 NAME]

[RESIDENT 2 NAME]

[VILLA / APARTMENT] [NUMBER]

ARROWTOWN LIFESTYLE RETIREMENT VILLAGE

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PARTIES

- 1 **[Insert Resident One]** [{"you"}] – *delete if there are two residents*
- 2 **Optional: [Insert Resident Two]** (together, "you")
- 3 **Arrowtown Retirement Investments Limited and Merryfield Investments Limited** trading as **Arrowtown Lifestyle Retirement Village Joint Venture** ("we" or "us")

Date of this Agreement:

INTRODUCTION

We own the Village and you have applied to be a resident. This Agreement sets out the terms and conditions that apply to the licence we grant to you to occupy your Home in the Village.

Where any words or phrases are shown with capital first letters, their meanings are set out in Clause 1 (Essential Information) or Schedule 1 (Definitions).

You and we acknowledge and agree the following:

1 ESSENTIAL INFORMATION

Village	Arrowtown Lifestyle Retirement Village at 224 McDonnell Road, Arrowtown
Your Home	[Villa / Apartment] [insert home number] , including any attached garage or carpark forming part of the Dwelling
Commencement Date <i>This is the date all obligations in this Agreement come into effect and from which you can live in your Home</i>	[insert date]
Target Completion Date <i>This is the date we anticipate your Home will be practically completed</i>	[Not applicable]/[insert date]
Entry Payment <i>This is the amount you pay for the right to live in your Home</i> <i>For more, see clause 2.1</i>	[\$insert]

<p>Deferred Management Fee</p> <p><i>This is the amount we deduct at the end of this Agreement</i></p> <p><i>For more, see clause 11.3</i></p>	<p>Maximum amount of \$[insert]</p> <p>(being equal to 25% of the Entry Payment)</p>
<p>Monthly Fee</p> <p><i>This amount is made up of a fixed Village Outgoings Payment and a Services Fee which is fixed for Level One Services and subject to change for other Services Levels (if any).</i></p> <p><i>For more, see clauses 4.1 to 4.7</i></p>	<p>Initially, \$[insert] per month</p> <p>(paid in advance)</p> <p>The Monthly Fee is comprised of:</p> <ul style="list-style-type: none"> • \$[insert] being the Village Outgoings Payment; and • \$[insert] being the Services Fee.
<p>Services Level</p> <p><i>For more, see clauses 3.12 to 3.14 and Schedule 2.</i></p>	<p>Level One</p>
<p>Special Provisions</p>	<p>[Not applicable / See Schedule 5]</p>

2 LIVING IN YOUR HOME

Entry Payment

- 2.1 On the Commencement Date you must pay us the Entry Payment. Unless we agree with you otherwise, you will not be entitled to occupy your Home until you have paid the Entry Payment in full.

Nature of your right

- 2.2 We grant to you, and you accept a licence to occupy the Home from the Commencement Date on the terms of this Agreement. You are entitled to reasonable exclusive use and occupation of your Home and we will not disturb you unless we need to.
- 2.3 The rights granted to you under this Agreement are personal contractual rights only and cannot be registered. This Agreement does not give you any ownership right or tenancy in the Village or your Home.
- 2.4 You are not entitled to transfer your rights under this Agreement or any interest in this Agreement, or to sublicense or allow any other person to occupy your Home.
- 2.5 You may borrow against, or grant a security interest over, your right to receive the Exit Payment if you get our consent.

Joint owners

- 2.6 If this Agreement was originally for two of you, you both hold the benefits and have obligations under this Agreement jointly. If one of you dies, the interest of that person automatically transfers to the other person.
- 2.7 If you die, no transfer of your rights into the name of your personal representative is permitted.

Guests

- 2.8 Your Home is only for your own personal use and occupation.
- 2.9 You may have guests stay with you for up to three weeks at any one time. If you get our consent, you may have guests stay for longer or have a larger number of guests.
- 2.10 You may have a carer stay with you if you get our consent (which may be provided subject to certain conditions).
- 2.11 We may require any guest to leave if we consider other residents' enjoyment of the Village is negatively affected by their stay.

Parking

- 2.12 You may only park in your garage attached to your Home or such other carpark that we have agreed you may use.
- 2.13 Your carpark or garage may not be used for parking caravans, boats, trailers, motorhomes or similar vehicles unless you first get our consent (which may be subject to certain conditions) and we may require you to comply with our directions as to where such vehicles may be parked. We may require you to remove such vehicle, despite any previous approval. Further terms and conditions that will apply to any such vehicle being brought into the Village will be as set out in Schedule 5 or otherwise at our discretion.
- 2.14 Your guests may only park a vehicle in the designated areas set aside for visitor parking.

3 LIVING AT THE VILLAGE

Your rights

- 3.1 We will ensure that we, all people who work at the Village and all service providers at the Village treat you with courtesy, respect your rights and do not exploit you.
- 3.2 You are entitled to all the rights under the Code of Residents' Rights.
- 3.3 The Code of Practice applies to this Agreement. We will comply with our responsibilities as set out in the Code of Practice.
- 3.4 We will consult with you about any proposed changes in your payments, or services or benefits we provide, that will or might have a material impact on your occupancy or your ability to pay for the services and benefits we provide.

- 3.5 We will promptly notify you about any matter that would or might have a material impact on:
- (a) your right to occupy your Home, or your rights to quiet enjoyment (meaning you are able to enjoy reasonable peace, comfort and privacy); and
 - (b) your payments in consideration of your right to occupy your Home or your right to services and/or facilities within the Village.

Village Rules

- 3.6 You agree to comply with our Village Rules at all times and ensure that your guests are made aware of, and comply with, the Rules.
- 3.7 We may from time to time establish, review and amend the Rules provided we consult with residents first and any such amendment does not affect your existing rights under this Agreement. Any changes to the Rules do not take effect until we give you notice of the changes.
- 3.8 If there are any inconsistencies between the Rules and this Agreement, this Agreement overrides the Rules.

Your relationships with others

- 3.9 You may not do anything or allow anything to be done, within your control, which is or could be a nuisance, or annoyance to, or cause distress to, other residents, people who work at the Village, invitees to the Village or us.
- 3.10 You agree to comply with your obligations to others under the Code of Residents' Rights, in particular you will respect the rights of, and treat with courtesy, other residents, us, the people who work at the Village, and the people who provide services at the Village.

Your use of Community Facilities

- 3.11 You are entitled to enjoy the Community Facilities. You agree that your use of the Community Facilities is to be exercised with care and in consideration for others and in common with us, all other residents and any other persons we grant similar rights to.

Services and Additional Services

- 3.12 You must always receive the Level One Services Level offered by us. As the Village develops, the Operator may offer other services levels. Subject to the Level One Services Level being compulsory, if we offer other Services Levels in the future, you will be entitled from time to time, on giving us reasonable prior written notice, to elect to purchase a reduced or increased level of Services by selecting from the range of Services provided by us.
- 3.13 We may change the availability of the Services offered to you and/or that are included in the Services Level that you have selected, by adding further Services, deleting existing Services, or modifying the term of access to Services at our discretion. We are not obliged to provide you with the Services while you are away from the Village.

3.14 We will provide you with any Additional Services as we may agree with you from time to time. Whether or not we make available Additional Services will be at our discretion.

Care Services

3.15 If we consider your health needs have changed, we will assist you to have your needs assessed (at your cost) to determine if you require long-term residential care.

3.16 We do not currently provide long-term residential care, hospital care or dementia care into any Homes at the Village.

3.17 If the Care Facility has been built, we cannot guarantee a bed in the Care Facility at the time you may require it. However, if we have rest home, hospital, or dementia care facilities with a bed in the Care Facility available for you and you have been assessed as requiring that level of care, we give you priority access to the Care Facility over non-residents of the Village.

3.18 You will be responsible for the costs and expenses incurred in connection with such arrangements, including any applicable premium charges or additional fees, pursuant to the terms of the Admission Agreement.

3.19 We will ensure that you are provided with information on all available options relating to your increased need for care. We will consult with you about any such proposed move.

4 COSTS PAYABLE DURING YOUR STAY

Monthly Fee

4.1 The Monthly Fee is the total monthly amount you pay to live in your Home. The Monthly Fee is made up of the Village Outgoings Payment and the Services Fee.

4.2 The Monthly Fee is payable by you by automatic payment from the Commencement Date to the Termination Date (or later Vacation Date). If the date you stop permanently living in your Home is earlier than the Termination Date then the Services Fee portion of the Monthly Fee will stop on that date.

Village Outgoings Payment

4.3 The Village Outgoings Payment is your contribution to the cost of the Village Outgoings and the amount is set out in clause 1. Your Village Outgoings Payment is fixed for the term of this Agreement.

4.4 If this Occupation Right Agreement was initially granted to two of you, and transfers to the survivor of you under clause 2.6, then the Village Outgoings Payment will be reduced to the amount appropriate for a single Resident at the time this Agreement was entered into.

Services Fee

4.5 In exchange for the provision of the Services, you will pay us the Services Fee and the initial amount is set out in clause 1.

4.6 The portion of the Services Fee that is for Level One Services is fixed for the term of this Agreement.

4.7 We may change the Services Fee for any other Services Levels that we may offer in the future where there is a change in the Services provided to you or in the cost to us in providing the Services. Any increase will take effect one month after we give you notice of the increase.

Additional Services

4.8 If you ask us to provide any Additional Services you will pay us a fee as set by us at the time you request it.

4.9 We may change the Additional Services Fees where there is a change in the cost to us of providing the Additional Services. Any increase will take effect one month after we give you notice of the increase.

4.10 Fees for regular and ongoing Additional Services are payable by you by direct debit. Fees for one-off or occasional Additional Services will be invoiced and payable by direct debit on the 20th of the month following invoice.

Automatic Payment /. Direct debit

4.11 For any regular and ongoing payments payable to us by automatic payment or direct debit they will be paid by you in advance on the first day of each month. For any other charges, we will invoice you and the amount due will be payable by direct debit on the 20th of the month following invoice.

4.12 You will sign and give us an authority to deduct any payments due by direct debit from your bank account, or will set up with your bank any automatic payment instruction.

4.13 We will give you 10 Working Days' notice of the proposed amount to be deducted from your bank account if any of the amounts change.

Utility costs

4.14 You are directly responsible to the relevant provider for all utility charges incurred in respect of your use of utilities, including electricity, gas, telephone, internet and water and wastewater charges (except where these are included in your Monthly Fee or Services Fee).

4.15 Where we provide you with any utility services directly, we will invoice you for such costs.

Legal costs

4.16 You must pay all your own legal and other costs for entry into and termination of this Agreement. If you ask for any consent under this Agreement we may charge you our reasonable legal costs relating to such consent.

Repair and upgrade costs

4.17 You may be required to reimburse us for any required maintenance, repair, alteration or upgrade work to be carried out on your Home from time to time (see clause 5).

Indemnity

- 4.18 If we suffer any loss or damage as a result of your, or your guests', intentional acts, carelessness or negligence, you must:
- (a) reimburse us for any insurance policy excess, where such loss or damage is covered by our insurance; or
 - (b) compensate and reimburse us in full, where such loss or damage is not covered by our insurance.

GST

- 4.19 If any amounts you pay to us (other than the amounts specified in clause 4.20) attract GST, then you will pay that GST to us.
- 4.20 The Entry Payment, Deferred Management Fee and Monthly Fee include GST (if applicable).

Default interest

- 4.21 If you fail to make any payment due to us under this Agreement for five Working Days, you will be required to pay interest on the amount due at the Default Interest Rate from the due date until the date of payment. This right does not limit or replace any other rights we have in respect of your default.

5 CARING FOR AND MAINTAINING YOUR HOME

Our right to enter your Home

- 5.1 We have the right at all reasonable times to enter your Home to carry out an inspection, to give you care and assistance, or to carry out any repairs or alterations we consider necessary, provided we give you a reasonable amount of notice. In doing so we will try to cause you as little disturbance as possible, and will try to give you at least 24 hours' notice. If we are providing you with personal or care services in your Home you agree we can enter your Home at any reasonable time for the purpose of providing those services. You agree to waive notice in cases of emergencies.
- 5.2 Where we need you to vacate your Home to carry out any repairs or alterations, you must do so. We will first consult with you and arrange any temporary accommodation that may be required.

Your responsibilities

- 5.3 You will at all times keep your Home and its surrounds, together with the Operator's Chattels, in good working order and in a tidy, clean and proper condition.
- 5.4 You will be required to replace at your cost all light bulbs and batteries in your Home as and when they break or wear out. The replacement bulbs and batteries must be of at least the same quality and power as those installed at the Commencement Date.
- 5.5 You will advise us of any damage to or maintenance required for your Home or the Operator's Chattels as soon as you become aware of them. If you do not advise us, we will not be responsible for any resulting loss or inconvenience.

- 5.6 You are not responsible for the cost of any repairs, maintenance, or replacement to the exterior or interior of your Home or other buildings or chattels of the Village or Operator's Chattels unless you or your guests intentionally or carelessly cause any damage beyond Fair Wear and Tear, in which case the costs are payable by you on invoice.

Our responsibilities

- 5.7 We will provide the Home with the Operator's Chattels for your use.
- 5.8 We will take responsibility for arranging any repair, maintenance or replacement to the interior of your Home and the Operator's Chattels that we consider is required or, in respect of any replacement of an Operator's Chattel, when we determine that replacement is required as and when that Operator's Chattel reaches the end of its economic life. Except where clause 5.6 applies, we will meet the cost of any such repair, maintenance or replacement.
- 5.9 You will not be responsible for the cost of remedying any underlying or inherent defect to your Home or the Operator's Chattels provided you notify us as soon as you are aware of the defect. Where the Home or the Operator's Chattels are new, we will ensure that the benefit of any warranties is taken into account.

Refurbishing, modifying or upgrading your Home

- 5.10 You are not responsible for any costs of refurbishing or upgrading your Home following termination of this Agreement. However, we can charge you for any damage to the Home as set out in clauses 9.2 and 9.3.
- 5.11 If you wish to have the interior of your Home refurbished or upgraded (including new carpet or other fixed floor covering) during the term of this Agreement, and if we agree to do so, this will be at your cost. We will consult with you and arrange for the work to be done.
- 5.12 You must not make any alterations or additions to your Home, or modify the Operator's Chattels, or fit aerials or other items to the exterior of your Home without our consent.
- 5.13 If you have a disability, you have the right to alter your Home if it does not meet your needs. If so, you must give us notice identifying what alterations you consider you need. We will consult and reach agreement with you as to what alterations are to be made and we will arrange the work. Any such costs are payable by you on invoice.
- 5.14 If any alterations have been made at your request, we may require the return of your Home to its original condition on termination of this Agreement. We will arrange for the work and any such costs are payable by you on invoice. If we do not require you to reinstate your Home to its original condition then you will not be entitled to any compensation for the cost of the alterations.

6 HOW WE WILL RUN THE VILLAGE

Management of the Village

- 6.1 We will use reasonable care and skill in ensuring that the affairs of the Village are conducted properly and efficiently and in the exercise and performance of our powers, functions and duties.
- 6.2 We are entitled to appoint an entity or company as the manager to undertake the day to day management of the Village. We will consult with you if we decide to appoint a new entity or company as manager. However, we will not consult with you if we or any manager decides to employ new staff members in managerial roles.
- 6.3 If we need to, or if in our reasonable opinion we consider it sensible, due to any public health, civil defence or other Government restrictions or events, we may make changes to our Village operations, including the provision of services and removal or restriction of access to Community Facilities. We will make such changes as we consider are necessary to comply with Government requirements and/or to protect the health, wellbeing and property of residents and our staff. We will, where practicable, consult with you before implementing any change. You agree to comply with any policies we make in this regard.

Community Facilities

- 6.4 We are entitled to provide additional buildings, areas or amenities as part of the Community Facilities, or, subject to consultation with residents, to remove buildings, areas or amenities from the Community Facilities permanently or temporarily. For example, this may arise if we need to carry out building works for repairs, maintenance, refurbishment or upgrades.

Maintenance of Village

- 6.5 We will maintain and keep in good condition and order the Village including the homes and the Community Facilities.
- 6.6 We will make and keep to a long term plan for maintaining the Village and refurbishing it.
- 6.7 We will supply your Home with standard connections for water, telecommunications, television and electricity but we are not responsible for any failure in the provision or maintenance of utility services, such as electricity, gas, telecommunications and water.

Insurance

- 6.8 We will arrange and maintain a comprehensive insurance policy covering the Village (including your Home, Operator's Chattels, capital improvements, and additional fittings provided by you), for its full replacement value in respect of all usual risks including damage or destruction by fire, accident and natural disaster and covering any other insurable risk which we may consider desirable.
- 6.9 We will ensure that the insurance we have arranged is to the satisfaction of the Statutory Supervisor.

- 6.10 We are not responsible for insuring your personal belongings or vehicle. We strongly recommend that you maintain your own insurance to cover risk of loss or damage to your personal belongings and, if you have a vehicle, we require that you maintain your own vehicle insurance. We are not responsible for any loss of or damage to your property except where we or our staff have caused or contributed to such loss or damage.

Development of the Village

- 6.11 We may decide to improve, extend, add to, reduce, alter or redevelop the Village. If we do, we will try our best to cause as little inconvenience to you as is practical in the circumstances.
- 6.12 We will not undertake a material development or redevelopment without first obtaining the Statutory Supervisor's consent and consulting with affected residents. Subject to our compliance with these obligations, you may not make any unreasonable objection or claim compensation in respect of any development or building works we undertake. However, this does not prevent you making a complaint under our Village complaints facility if you so wish. You will, if we require, sign all consents and other documents as may be reasonably required by us to give effect to such development.
- 6.13 We are entitled to sell any part of the Village which we determine to be surplus to our needs.

Sale of the Village

- 6.14 If we decide to sell or dispose of our interest in the Village, we will consult with residents. Any such consultation will take place at a time directed by the Statutory Supervisor (if there is no Statutory Supervisor, it will be at a reasonable time before settlement of the transaction).
- 6.15 With effect from the date of sale or disposal, all our rights and obligations under this Agreement will pass to the new operator, and we will have no further rights and no further obligations to you under this Agreement. You agree to continue to observe and perform all your obligations under this Agreement for the benefit of the new operator.

7 TRANSFERRING TO ANOTHER HOME

- 7.1 We acknowledge that you may wish to move to another home within the Village. We will try to enable a transfer subject to:
- (a) the availability of another home;
 - (b) our being satisfied that the home will be suitable for you;
 - (c) at our option, a new resident agreeing to purchase an occupation right agreement for your Home;
 - (d) you paying at the time of transfer, a transfer fee of 3.5% plus GST (if any) of the Entry Payment; and
 - (e) you meeting our reasonable legal costs associated with the transfer.

7.2 The terms and conditions that will apply to your transfer to another home within the Village will be at our sole discretion.

8 HOW THIS AGREEMENT ENDS

Termination by you

8.1 You may terminate this Agreement on one calendar month's written notice to us. Your notice should set out the date on which you intend for the Agreement to terminate. If there are two of you named as resident then the notice must be signed by both of you.

Termination on death

8.2 This Agreement will automatically terminate on the day that you die, or, where two of you have jointly signed this Agreement, the surviving resident dies.

Termination by agreement

8.3 You and we can agree in writing to terminate this Agreement.

Termination by us

Health

8.4 We may terminate this Agreement if based on a medical assessment obtained by us at our cost, an independent medical practitioner has certified that your physical or mental health is such that you cannot live safely in your Home or that other residents in the Village cannot live safely in their homes.

8.5 If we wish you to obtain a medical assessment, then:

- (a) we will give you not less than 14 days' notice of our intention to require you to have a medical assessment;
- (b) we will consult with you, your family or appointed representative where appropriate; and
- (c) you agree to co-operate with us in obtaining this assessment.

8.6 You may obtain a second opinion at your cost and present this to us within seven days of your being advised of the assessment we have obtained.

8.7 If we have complied with our obligations above and the grounds giving rise to our right to terminate have not changed, then we will give you not less than one calendar month's notice of termination.

8.8 If there are two of you and the medical assessment applies to only one of you, we will not terminate this Agreement for health reasons provided you arrange suitable care and accommodation (which may need to be outside the Village) for the resident who has been assessed as soon as possible.

Serious damage, injury, harm or distress

- 8.9 We may terminate this Agreement if you have intentionally or recklessly caused or permitted, or we consider that you are reasonably likely to cause or permit:
- (a) serious damage to your Home or to the Community Facilities;
 - (b) damage to your Home or to the Community Facilities which is not of itself of a serious nature but which is made so by its continuous nature; or
 - (c) serious injury, harm or distress to us or to another resident or person who works at the Village or to any visitors to the Village.
- 8.10 If we wish to terminate this Agreement on these grounds we will give you as much initial notice as is reasonable in the circumstances that we intend to terminate this Agreement unless the default is remedied. When determining the period of notice required to remedy the default, we will take into account the nature and extent of the damage, injury, harm or distress concerned.
- 8.11 If we have complied with our obligations above and the grounds giving rise to our right to terminate have not changed or been remedied, and we still wish to terminate this Agreement, then we will give you as much final notice as is reasonable in the circumstances.

Permanent abandonment or breach of agreement

- 8.12 We may terminate this Agreement if:
- (a) you have permanently abandoned your Home; or
 - (b) you have materially breached this Agreement.
- 8.13 If we wish to terminate this Agreement on these grounds, we will give you not less than one calendar month's initial notice that we intend to terminate this Agreement unless the breach or circumstances are remedied.
- 8.14 If we have complied with our obligations above and the grounds giving rise to our right to terminate have not changed or been remedied, and we still wish to terminate this Agreement, then we will give you not less than one calendar month's final notice.

Termination Date

- 8.15 The Termination Date is the applicable date from the following:
- (a) the expiry of the notice period (being not less than one month) in a notice of termination given by you to us; or
 - (b) the date the last surviving resident dies; or
 - (c) the date that you and we agree in writing; or
 - (d) the expiry of the applicable notice period in a final notice of termination given by us to you.

9 VACATING YOUR HOME

- 9.1 You must leave your Home and remove all personal belongings and vehicles from your Home and the Village on or before the Termination Date or if the last surviving resident has died, within 4 weeks of the date of death. If for any reason you remain in the Home after the Termination Date your obligations relating to living in and using the Home will continue to apply.
- 9.2 You must leave your Home in similar repair, order and condition as it was at the Commencement Date, except for Fair Wear and Tear or any damage by fire, accident or natural disaster. You must make good any damage caused to your Home or Village in removing your personal belongings.
- 9.3 When you have vacated we will enter the Home to assess whether you or your guests have caused any damage to the interior of the Home or the Operator's Chattels which is more than Fair Wear and Tear. If there is any such damage, we will consult with you about the nature of any works required and the cost to carry out repairs. We will then carry out the works and the costs will be payable by you by way of a deduction from your Exit Payment.
- 9.4 If your personal belongings are not removed by the date set out above, we may remove them at your cost. If you have not collected them within a further two months we may either dispose of the items or otherwise sell them and, after deducting our expenses of removal and storage pay any proceeds to you.
- 9.5 We are entitled to enter the Home after the Termination Date.
- 9.6 In some instances we may allow a resident to transfer from another residential unit in the Village to the Home. In this situation the new resident will not pay their full entry payment for the Home until the exit payment date for their prior unit. We will provide you with regular updates on the marketing of the resident's prior unit.

10 FINDING A NEW RESIDENT

- 10.1 After the Termination Date (or any later Vacation Date) we will in a timely manner make all reasonable efforts to obtain a new resident for your Home who is prepared to enter into an occupation right agreement on our then standard terms and conditions and for the best price reasonably obtainable.
- 10.2 You may introduce a prospective new resident to us at any time prior to us entering into a new occupation right agreement for your Home. We are not obliged to accept any person who we consider unsuitable as a resident of the Village or the Home.
- 10.3 We do not have to obtain a new resident if this Agreement is terminated following a Damage Event (see clause 12.12).
- 10.4 We will not give preference to finding residents for new homes in the Village ahead of your Home.
- 10.5 We will consult with you about the marketing of your Home. In particular, we will consult with you about when your Home goes on the market and the general nature of the marketing plan for your Home. We will continue to keep you informed on a monthly basis about progress with marketing.

10.6 You are not required to pay for any direct charges relating to the marketing and sale of your Home.

11 PAYMENTS FOLLOWING TERMINATION

Exit Payment

11.1 Your Exit Payment is an amount equal to your Entry Payment.

Deferred Management Fee

11.2 You agree to pay us the Deferred Management Fee on the Exit Payment Date.

11.3 The Deferred Management Fee will accrue to us at a rate equal to 5% of the Entry Payment per year calculated on a daily basis from the Commencement Date until the earlier of the Termination Date or five years from the Commencement Date.

Our Payment of the Exit Payment less deductions

11.4 On or before the Exit Payment Date, we will pay you the Exit Payment minus the following amounts:

- (a) your Deferred Management Fee;
- (b) any unpaid Monthly Fees and/or Additional Services Fees;
- (c) any amounts due to the operator of the Care Facility; and
- (d) any other money due or that will be due from you under this Agreement.

Exit Payment Date

11.5 The Exit Payment Date is the applicable date from the following:

- (a) within five Working Days after we hold a new occupation right agreement and receive full settlement of the entry payment from a new resident for your Home; or
- (b) if we agree in writing to pay you the Exit Payment prior to finding a new resident to enter into an occupation right agreement for your Home, the Exit Payment Date is 20 Working Days after the date we reach unconditional agreement; or
- (c) five Working Days after the date of expiry of the applicable notice period if we give you a final notice of termination.

When we can defer payment

11.6 If you (or the last resident, if there were originally two of you) have died, then we will defer making payment until your personal representative provides evidence of probate of your will, or letters of administration of your estate.

12 DAMAGE OR DESTRUCTION

- 12.1 If your Home is damaged or destroyed by fire, accident, natural disaster or any other risk (“Damage Event”) this clause 12 applies, which may override other clauses in this Agreement relating to termination and exit payments.
- 12.2 If a Damage Event occurs, the time frames for consulting, deciding, providing alternative accommodation and undertaking any works may well depend on circumstances outside our control. As such, the phrase “as soon as reasonably practicable” shall mean taking all relevant circumstances into account.
- 12.3 Following a Damage Event we will consult with you to decide whether it is practicable to repair or replace your Home. We will try to consult with you as soon as reasonably practicable after the Damage Event. After we have consulted with you, we will notify you of our decision.

Repair or replacement

- 12.4 If we have decided it is practicable to repair and replace your Home, we will do so as soon as reasonably practicable. We will replace it to a design we consider appropriate and to a standard comparable to your Home prior to the Damage Event, subject to us receiving the necessary building consents to do so. However, we are not bound to expend any more money than the actual amount of the insurance money we receive.

Suspension of payments

- 12.5 If your Home becomes uninhabitable following a Damage Event and which is not as a result of any of your, or your visitors’, acts or omissions:
- (a) your requirement to pay the Monthly Fee, Services Fee and any Additional Services Fees; and
 - (b) the calculation of the Deferred Management Fee (if applicable),

will be suspended from the date of the Damage Event to the date your repaired or replaced Home is ready for occupation by you.

- 12.6 However, if we are providing you with temporary accommodation at our cost (as set out below), the calculation of the Deferred Management Fee will resume from the date that we make temporary accommodation available to you.

Temporary accommodation

- 12.7 Following the Damage Event we will use our reasonable endeavours to provide alternative temporary accommodation for you while your Home is being repaired or replaced or until this Agreement is terminated. Such accommodation may be outside of the Village and will be provided as soon as reasonably practicable after the Damage Event occurs.
- 12.8 To the extent that your own insurance does not meet all of the costs of temporary accommodation, or if you did not hold any applicable insurance at the time of the Damage Event, we will be responsible for the cost of providing such accommodation to

you for as long as we receive adequate amounts from our insurer for such costs. If our insurance for such costs is exhausted, you will be responsible for such costs.

- 12.9 While you are staying in temporary accommodation paid for by us, you must pay us any outgoings relating to such accommodation and any charges for personal services provided to you.
- 12.10 If a Community Facility is being repaired or replaced following an insured event, we will use reasonable endeavours to provide alternative facilities at our cost as soon as reasonably practicable.

Termination following a Damage Event

- 12.11 Following a Damage Event and after consultation with you, we may (in our sole discretion) decide it is not practicable to repair or replace your Home in the following circumstances:
- (a) repair or replacement of your Home is not practicable due to the nature or extent of the damage or destruction;
 - (b) we are unable to obtain the necessary building consents to repair or replace;
 - (c) the insurance money we receive is not adequate to meet the cost of repairing or replacing your Home; or
 - (d) we receive no insurance money.
- 12.12 If we decide not to repair or replace your Home, this Agreement will terminate on the date we give you notice of our decision, unless clauses 12.13 to 12.16 apply. If this Agreement terminates under this clause:
- (a) we will pay you the Exit Payment without deducting any Deferred Management Fee, but we will be entitled to deduct any other amounts due to us under clause 11.4; and
 - (b) the Exit Payment Date is 10 Working Days after the date we or the Statutory Supervisor receives full payment from our insurers for the loss or damage; and
 - (c) we must pay you the Exit Payment even if we do not receive full payment from our insurers.

Transfer to another home following a Damage Event

- 12.13 If we decide not to repair or replace your Home, we may offer you an option to transfer to an alternative home (either pre-existing or yet to be constructed) in the Village or in another retirement village owned by us which is in reasonable proximity to the Village, with regard to the circumstances giving rise to the Damage Event.
- 12.14 If we offer you such option, the entry payment for the alternative home will be no more than the Entry Payment for your Home and the Deferred Management Fee in relation to both homes will not exceed the amount set out in clause 1.

- 12.15 If you accept such option you will be responsible for moving yourself and your belongings at your own cost and your legal costs in relation to entering into a new occupation right agreement for the alternative home on our then standard terms.
- 12.16 If we offer you an option to transfer to an alternative home and you do not accept such option, this Agreement will be deemed terminated by you and the usual Exit Payment provisions will apply. For the avoidance of doubt, the Deferred Management Fee will be payable by you. In this case the Exit Payment Date will be 10 Working Days after the date we or the Statutory Supervisor receives full payment from our insurers for the loss or damage.

Damage or destruction to part of the Village

- 12.17 If a substantial part of the Village is damaged or destroyed, even if your Home is not damaged, we will consult with you to decide whether it is practicable to repair or replace such part of the Village.
- 12.18 If you decide to terminate this Agreement in these circumstances, the usual Exit Payment and Exit Payment Date provisions will apply. For the avoidance of doubt, the Deferred Management Fee will be payable by you.

13 HOW TO SOLVE PROBLEMS

- 13.1 We have a complaints facility to deal with any informal and formal complaints raised by you or other residents. This complaints facility will comply with the Retirement Villages Act and the Code of Practice.
- 13.2 Under the Retirement Villages Act you may have grounds to require a matter to be resolved by a disputes panel by giving us and/or any other party a dispute notice, provided you first refer the complaint to our complaints facility.
- 13.3 If you have a complaint because we have not found a new resident for your Home within nine months after your Home became available to us for disposal, you may be able to give us a dispute notice in accordance with the Retirement Villages Act without first referring your complaint to our complaints facility.

14 BREACH OF THIS AGREEMENT

- 14.1 If you breach any of your obligations under this Agreement we may, without prejudice to any of our rights, powers or remedies, at your cost, pay money and do things in our opinion reasonably necessary for the performance of your obligations. We will consult you before paying such money or doing such things.
- 14.2 You will promptly pay us all money paid by us and our reasonable legal costs incurred to enforce our rights and remedies under this Agreement. Until we receive such payment, moneys and costs incurred on your behalf will be treated as an advance and interest is payable by you at the Default Interest Rate.
- 14.3 If we do not insist upon your strict performance, observance or compliance with any of your obligations under this Agreement, or we waive any of your breaches of this Agreement, this shall not be construed to be a waiver or relinquishment by us of our right to insist upon your strict compliance with all or any one or more of the terms of this Agreement.

15 GENERAL

15.1 If any clause of this Agreement is declared illegal, invalid or unenforceable this Agreement shall be read as if that clause were not contained in it. You and we shall endeavour in good faith negotiations to replace any such illegal, invalid or unenforceable clauses.

Notices and consents

15.2 If you require our consent or approval for anything under this Agreement, such consent or approval may be given conditionally or unconditionally or withheld by us in our discretion, provided that any exercise of our consent, approval or discretion will be done reasonably considering our respective interests and the interests of other residents. Our consent or approval must be obtained before the act, matter or thing is done.

15.3 All notices, consents or approvals given under this Agreement must be in writing.

15.4 All notices to you may be given by delivering such notice either personally to you or to your Home. All notices to us may be given by delivering such notice to the Village's physical address or its registered office.

Meetings of residents

15.5 We will call meetings of residents of the Village in the circumstances and for the purposes set out below:

Circumstances

An annual general meeting within 6 months after the end of an accounting period for which financial statements must be prepared for the operator or the retirement village

There is a statutory supervisor of the village and the meeting has been requested by the statutory supervisor or by at least 10% of the residents of the village

There is not a statutory supervisor of the village and the meeting has been requested by at least 10% of the residents of the village

Where the Act, Regulations or the Code of Practice require us to obtain the consent of residents of the village

Where other enactments, the resident's Agreement or other such documents require us to obtain the residents' collective consent

Purpose

Considering the financial statements, a report from the statutory supervisor (if any), a report on maintenance and any other matters

Giving the statutory supervisor the residents' opinions or directions relating to the exercise of the statutory supervisor's powers

Giving the operator the residents' opinions or directions

To obtain the consent of residents of the Village

To obtain the residents' collective consent

- 15.6 We will provide written notice of the meeting to you and each resident of the Village at least 10 Working Days before the meeting. The notice will specify the time, place and agenda of the meeting, and all papers to be considered at the meeting will be attached.
- 15.7 You and we agree that the meetings will be chaired by a person:
- (a) appointed by the Statutory Supervisor; or
 - (b) appointed in accordance with the conditions (if any) of an exemption (if any) that we may have from appointing a statutory supervisor; or
 - (c) appointed by the majority of the residents of the Village who are at the meeting if an appointment has not been made under paragraphs (a) or (b) above.
- 15.8 We will give to you and the other residents attending the meeting, either orally or in writing, the information that relates to the affairs of the Village and has been requested with reasonable notice by a resident of the Village.

Procedure if there ceases to be a statutory supervisor

- 15.9 If the Statutory Supervisor ceases to be the statutory supervisor of the Village, then we will promptly appoint a new statutory supervisor with the required qualifications to act as statutory supervisor of the Village in accordance with the procedures set out in the Retirement Villages Act and the Deed of Supervision.

Counterparts

- 15.10 This Agreement may be signed in counterparts. All executed counterparts together will constitute one document. Any copy of this Agreement sent via email in PDF format or by facsimile may be relied on by any other party as though it were an original. This Agreement may be entered into on the basis of an exchange of such copies.

16 IMPORTANT DOCUMENTS

- 16.1 Any documents made available to you as set out in this clause or as required under the Retirement Villages Act will be given to you free of charge.

Your application

- 16.2 You confirm any reports or information you have supplied to us in connection with your application for this Agreement are correct and true.
- 16.3 This Agreement remains subject to any conditions set out in your application for this Agreement.

Enduring powers of attorney and wills

- 16.4 On or before the Commencement Date you must give us a copy of your properly executed enduring powers of attorney in respect of both your property and your personal care and welfare. These powers of attorney must remain valid in the case of mental incapacity. You must provide a copy of any replacement enduring powers of attorney you grant during the term of this Agreement.

- 16.5 On or before the Commencement Date you must confirm to us that you have a valid last will and testament.
- 16.6 You will keep us informed of the name, address and telephone number of your attorneys, legal personal representatives and next of kin.

Personal Information and privacy

- 16.7 We are committed to being open and transparent about how we manage your Personal Information. In particular we will always comply with the requirements of applicable privacy laws which regulate how we may collect, store, use and disclose your Personal Information. Those laws also specify other requirements, such as how you may access, correct and delete information held about you. We have put in place our own privacy policy, which aims to communicate in the clearest way possible how we treat your Personal Information.

Village documents

- 16.8 You confirm that you have received a copy of:
- (a) the Disclosure Statement;
 - (b) the Code of Residents' Rights; and
 - (c) the Code of Practice.
- 16.9 Further copies of the above documents can be requested from us at any time.
- 16.10 Copies of any management agreement, the Deed of Supervision and our certificate of insurance for the Village can be requested from us at any time.

Policies and procedures

- 16.11 We have and will maintain written policies and procedures in respect of the following matters, and copies of these policies can be requested from us at any time:
- (a) Staffing of Village;
 - (b) Safety and personal security of residents;
 - (c) Fire protection and emergency management (including access for people with disabilities);
 - (d) Transfer of residents within the Village;
 - (e) Meetings of residents with us and resident involvement;
 - (f) Dealing with complaints by Village residents;
 - (g) Accounts;
 - (h) Maintenance and upgrading;
 - (i) Termination of this Agreement;

- (j) Communication with residents (for communicating with residents who speak English as a second language or who have a limited ability to communicate); and
- (k) Privacy policy.

Financial statements

- 16.12 On request we will give to you a copy of the most recent audited financial statements prepared by us under the Retirement Villages Act. Your right to request a copy of the audited financial statements continues until you have received your Exit Payment.
- 16.13 We will prepare, at the start of each financial year, a statement forecasting for that period:
- (a) the operating expenditure relating to the Village;
 - (b) all expenditure relating to the Village (including amounts repayable to residents, former residents and their estates);
 - (c) all income relating to the Village; and
 - (d) the amounts of the operating expenditure that must be met by the residents of the Village.
- 16.14 We will give a copy of the forecast statement to you and to all the other residents within three months of the start of each financial year.

SIGNING OF THIS AGREEMENT

Signature of Resident:

[Insert Resident 1 name]

[Insert Resident 2 name]

Witness signature*

Witness name

Witness address

Witness occupation

Date signed by the
Resident(s):

* To be witnessed by the lawyer who certifies this Agreement. Please also sign the Lawyer's Certificate on the following page.

Signed for and on behalf of
the Operator by:

Name

Signature

YOUR RIGHT TO CANCEL OR AVOID THIS AGREEMENT

- (a) You may cancel this Agreement under section 28(1) of the Retirement Villages Act, without having to give any reason. You can do this by notice given not later than 15 Working Days after you sign this Agreement.
- (b) Where this Agreement relates to a Home which is to be built or completed after the date you sign this Agreement, then, if your Home is not finished within six months after the Target Completion Date, you may also cancel this Agreement under section 28(1) of the Retirement Villages Act. You can do this by giving notice to us at any time after the expiry of that six-month period.
- (c) Your notice of cancellation must be in writing and must clearly indicate your intention to cancel this Agreement.
- (d) Your notice may be given on your behalf by a person authorised in writing by you.
- (e) The notice of cancellation must be given to us or to any person we have told you is authorised to receive communications on our behalf.
- (f) If you cancel your Agreement under this clause, you are entitled to a refund of any payment made by you for this Agreement within 10 Working Days of your request. This refund will include any interest earned in the Statutory Supervisor's account (but less any tax) and be without deduction except we are entitled to reasonable compensation for any services we have provided to you while you were living in the Village, and for any damage to your Home or to any facilities in the Village, for which you are responsible.

LAWYER'S CERTIFICATE

Name of Village: Arrowtown Lifestyle Retirement Village

Registration number of Village: 2674371

I, _____ [*insert name of lawyer*], certify that:

(a) I explained to

[*insert name of intending resident or person treated by section 27(7) of the Act as the intending resident*] the general effect of the attached Agreement and its implications before he or she signed the Agreement; and

(b) I gave the explanation in a manner and in language that was appropriate to the age and understanding of

[*insert name of intending resident or person treated by section 27(7) of the Act as the intending resident*].

Dated: _____ [*insert date*].

Signed: _____ [*insert signature of lawyer*].

Name: _____ [*insert name of signatory*].

Street address: _____
[*insert street address of lawyer, including the name of the organisation (such as firm or chambers) within which the lawyer works*].

Postal address: _____
[*insert postal address of lawyer, including the name of the organisation (such as firm or chambers) within which the lawyer works*].

Email address: _____ [*insert email address of lawyer*].

Telephone number: _____ [*insert telephone number of lawyer*].

Fax number (optional): _____ [*insert fax number for lawyer, if desired*].

Schedule 1: Definitions

"**Additional Services**" means the services we may in our discretion make available to you from time to time for you to choose in exchange for which you will pay us the applicable cost for the service concerned.

"**Additional Services Fee**" means the payment (if any) you make to us in exchange for our provision of the Additional Services selected by you. More detail is in clauses 4.8 to 4.10.

"**Admission Agreement**" means any agreement for the provision of long-term residential care to be entered into between you and the operator of the Care Facility.

"**Agreement**" means this Agreement including the Schedules.

"**Care Facility**" means an aged care facility which we may choose to build on the Village land in the future.

"**Code of Practice**" means the Retirement Villages Code of Practice 2008 as updated, amended or replaced from time to time.

"**Code of Residents' Rights**" means the code of resident's rights which is applicable from time to time under the Retirement Villages Act.

"**Community Facilities**" means the common areas and community facilities of the Village provided by us from time to time.

"**Deed of Supervision**" means the written document we have entered appointing the Statutory Supervisor to the Village as required under the Retirement Villages Act, as amended from time to time.

"**Default Interest Rate**" means the rate of 3% per year above the overdraft rate charged by our bankers.

"**Deferred Management Fee**" means the deferred management fee described in clause 1.

"**Disclosure Statement**" means the written document entitled the disclosure statement containing information about the Village, in accordance with the Retirement Villages Act.

"**Entry Payment**" means the payment set out in clause 1 and which is payable in exchange for your right to occupy the Home and to receive the Exit Payment.

"**Exit Payment**" means an amount equal to your Entry Payment, from which certain amounts can be deducted.

"**Exit Payment Date**" means the date we must pay you the Exit Payment and which is set out in clause 11.5.

"**Fair Wear and Tear**" means the normal change that takes place with the ageing of the Home or the Operator's Chattels through normal use by you or your guests. It does not include any damage caused by smoking or by pets.

"**Home**" means the home identified in clause 1 which is a residential unit for the purposes of the Retirement Villages Act.

"Monthly Fee" means the Village Outgoings Payment and Services Fee which you pay to us each month during the term of this Agreement. The initial amount is set out in clause 1 and more detail is in clauses 4.1 to 4.7.

"Operator's Chattels" means any chattels or goods installed in your Home by us as set out in Schedule 4.

"Personal Information" means identifiable information about you, such as your name, date of birth, email, address, telephone number, health information and so on.

"Retirement Villages Act" means the Retirement Villages Act 2003 as updated, amended or replaced from time to time.

"Rules" means our rules for the Village which we may change from time to time, as set out in this Agreement. The current Rules are set out in Schedule 3.

"Services Level" means each package of Services we make available to you from time to time initially as set out in Schedule 2.

"Services" means the services we make available to you from time to time initially as set out in Schedule 2.

"Services Fee" means the portion of the Monthly Fee you pay to us in exchange for our provision of the Services selected by you. The initial amount is set out in clause 1 and more detail is in clauses 4.5 to 4.2.

"Statutory Supervisor" means Covenant Trustee Services Limited or any other company appointed as statutory supervisor of the Village.

"Termination Date" means the date this Agreement terminates or ends as set out in clause 8.15 or clause 12.12.

"Vacation Date" means the date you have stopped living in your Home and have removed all your possessions.

"Village Outgoings" means the costs and outgoings of the Village including (but not limited to) taxes; rates; compliance costs; insurance costs; staff remuneration; management fees; costs relating to providing the Community Facilities; and costs relating to maintenance of the Community Facilities and exterior of the homes.

"Village Outgoings Payment" means the portion of the Monthly Fee you pay us in exchange for us providing accommodation and the Community Facilities. The fixed amount is set out in clause 1 and more detail is in clause 4.3.

"Working Day" means any day of the week other than:

- (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday, Matariki and Labour Day;
- (b) A day in the period commencing on 25 December in any year and ending on 2 January in the following year, inclusive;

- (c) If 1 January falls on a Friday, the following Monday, and if 1 January falls on a Saturday or Sunday, the following Monday and Tuesday;
- (d) If Waitangi Day or Anzac Day falls on a Saturday or a Sunday, the following Monday.

A Working Day will be deemed to commence at 9am and end at 5pm. Any act done under this Agreement by a party after 5pm on a Working Day, or on a day which is not a Working Day, will be deemed to have been done at 9am on the next succeeding Working Day.

Schedule 2: Services

Level One Services

Our making available to you:

- (a) complimentary tea/coffee in the Community Facilities;
- (b) twenty four (24) hour emergency call facility;
- (c) entertainment and leisure activities at the Village and outings organised by or on behalf of the Operator;
- (d) all services and recreational facilities provided by the Operator for the general use and enjoyment of the Residents and visitors to the Village and the maintenance costs in respect thereof.

Schedule 3: Rules

No blockages, rubbish, obstructions

- (a) You are not to do anything or allow anything within your control to occur, which could cause any blockage of stormwater drains or sewage outlets servicing the Home or the Village.
- (b) You are not to deposit rubbish other than in approved receptacles or defile any part of the land or buildings on or in the Village.
- (c) You are not to leave or place in the pathways corridors driveways or parking area or in the grounds or communal facilities of the Village any receptacles or obstructions whatsoever.

Restriction on domestic pets

- (d) You are not to keep any cat, dog, bird or other pet or animal in the Village without our prior approval which shall be at our sole discretion. Any approval we give under this clause may be withdrawn by us at any time.
- (e) Your visitors may bring a pet to the Village with our prior written approval, which may be subject to any conditions we deem fit. Any pets brought into the Village must be on a leash at all times.
- (f) You will be responsible for promptly cleaning up after your pet (or your visitor's pet) and you must ensure that unless your pet is a used as a disability assist that your pet does not enter any Community Facility buildings. All dogs must be kept on a leash when on communal village grounds.

Restrictions on noise making devices

- (g) You are not to erect, install or place on or outside any Home any audible burglar alarms without our prior consent.

Restrictions on use of garden areas and gardens

- (h) You are not to remove any plants from the ornamental plantings or gardens around the Home or to plant any additional plants without first obtaining our consent.
- (i) You are not to add any extra soil to raise the level of a garden bed or to take any other actions which would alter the existing ground level of the gardens at the Village.
- (j) You are not to dig holes in the gardens or plant trees or shrubs around your Home which may affect in-ground services, drains and irrigation pipes.

Restrictions on use of your Home

- (k) You are not to use your Home or any other part of the Village for any commercial or business activity or garage sale without our prior written consent.

Restrictions on use of common areas

- (l) You may not host meetings, groups and events of more than 10 people without our prior consent in the Community Facilities.
- (m) If your guest or visitor is using the Community Facilities, he or she must be accompanied by you. Other residents have priority over visitors or guests in the use of the Community Facilities.
- (n) You and your guests are not to smoke in the Village, except for on the patio outside your Home.
- (o) You or your guests are not to camp or live in any mobile home anywhere in the Village.
- (p) You must be suitably dressed when using the Community Facilities.

Schedule 4: Operator's Chattels

We will provide the following Operator's Chattels for your use during the term of this Agreement:

- *[list operator's chattels here]*
-

Schedule 5: Special Provisions

[insert if applicable]