

Schedule 1 Disclosure statement (Clause 11)

DISCLOSURE STATEMENT

Retirement Villages Act 1999, section 18 (3A)

This statement is required to be given to all prospective residents under the Retirement Villages Act 1999. It is designed to give you a general understanding of the features and financial arrangements of this retirement village, should you choose to become a resident.

The retirement village industry offers a wide range of features and financial arrangements. Comparing the disclosure statements from a number of retirement villages will assist you in identifying the most suitable and affordable village for your needs.

You are unable to enter into a village contract with us for at least 14 days after receiving a copy of this statement. You should use this time to read all documents you have obtained and carefully consider your options. If, after reading this statement, you are uncertain as to any aspects of the village or its suitability for you, feel free to ask us any further questions. You are encouraged to get independent legal advice before signing any contracts.

1 LOCATION

1 Common name of village: The Lakes Village

2 Full address of village:

Street/Road Name & Number	1 Lakes Drive
Suburb/town	Coffs Harbour NSW
Postcode	2450

3 Proximity to services:

Nearest public hospital:	Coffs Harbour Health Centre	Distance from village	1.5 km
Nearest shopping centre:	Coffs Harbour Palms Centre	Distance from village	3 km
Nearest railway station:	Coffs Harbour Railway Station	Distance from village	5 km

4 Is there a bus stop within 200 metres of the village? **No, however a Bus stop is located on the Pacific Highway which is approximately 800 metres from the Village**

If Yes, details are as follows:

<u>Bus no/s</u>	<u>Destination/s</u>	<u>Frequency/limitations of service</u>
363	Coffs Harbour	12 services per day excluding public and school holidays

2 SIZE

- 1 The residential premises in the village are made up of:
 - 0 x bed sitters
 - 0 x 1br premises
 - 14 x 2br premises
 - 5x 3br premises
- 2 The total number of premises currently in the village is **19**, of which:
19 are self-contained premises
- 3 Has development consent for the construction of more residential premises in the village been granted?

Yes

If Yes, details are as follows:

The approved Development comprises 92 Villas, recreational facilities and a Community Centre. The Village is being constructed in Stages. The Community Centre is due for Completion in June 2009

Number of premises to be built: 92 Villas
Estimated completion date: The Development will be developed in Stages according to market demand.

3 RESIDENTIAL CARE FACILITIES

Does the operator operate a facility through which residential care within the meaning of the *Aged Care Act 1997* of the Commonwealth is provided (that is, a nursing home or hostel) adjoining the retirement village or elsewhere?

No

4 VILLAGE OWNERSHIP

- 1 The land on which the village is located is owned by:

Astoria Platinum Villages (The Lakes) Pty Ltd

As Trustee for "The Lakes Trust" ABN 97 160 975 286

Year of original construction: **2008**

Name of original developer: **Platinum Village Developments
(Coffs Harbour) Pty Limited**

5 VILLAGE MANAGEMENT

- 1 Who is the current operator of the village?

Name, address and telephone number:

Astoria Platinum Villages (The Lakes) Pty Ltd

As Trustee for "The Lakes (No. 2) Trust" ABN 24 382 821 253

Level 1, 55 Grandview Street

PYMBLE NSW 2073

PO Box 6215 PYMBLE NSW 2073

Tel 02 9488 6800

Fax 02 91446864

Or at Village Tel 02 6651 9939

Free call 1800 993 202

- 2 Date current operator became operator of the village:

July 2008

- 3 The operator has been involved in operating retirement villages in New South Wales since

2002

- 4 Is the operator, or an employee or agent of the operator, available at the village to deal with residents?

Yes

An employee of the Operator is available from **9 am to 4 pm, Monday to Friday, and from 10.00 am to 3.00pm Saturday, excluding Public Holidays**

- 5 What is the name and what are the contact details of the person to whom inquiries should be directed if further information about becoming a resident is required?

Lisa Covelli - Village Manager

Business Hours: 02 6651 9939

Mobile: 0414 181 556

**In addition contact can be made by use of the Internet at:
www.thelakesvillage.com.au**

6 RESIDENT INPUT

Does the village have a Residents Committee established by the residents under the *Retirement Villages Act 1999*?

Yes

Name of Chairperson: Don Langley
Address: Villa 13, The Lakes Village
1 Lakes Drive,
Coffs Harbour, 2450

7 FINANCIAL MANAGEMENT

- 1 The financial year of the village is from **1 July to 30 June**

- 2 Does the village have a capital works fund for long-term maintenance?

No

- 3 Is a specific proportion of ingoing contributions or departure fees (or both) paid by residents set aside for the purpose of financing depreciation and capital replacement in the village?

No

- 4 Are any ingoing contributions paid by residents held by a trustee?

No

- 5 Is there any personal or legal connection between any of the trustees and the operator?

No

- 6 In the last financial year was money payable by the operator to former residents paid in full and on time?

Not applicable.

- 7 Did the audited accounts for the previous financial year contain a statement from the auditor expressing considerable uncertainty regarding the ability of the operator to meet the liabilities of the village as and when they fall due during the financial year immediately following?
- 8 Has the operator ever applied to the Residential Tribunal or The Consumer Trader and Tenancy Tribunal to extend the period of time to pay refunds to former occupants?

No

- 9 According to the audited accounts of the income and expenditure of the village, the surplus/deficit (*delete whichever is not applicable*) at the end of the 3 previous financial years/the financial years during which the village has been in operation (*if fewer than 3*) was as follows:

Financial Year Ending	Amount surplus/deficit
30 June 2009	Nil

8 SECURITY AND SAFETY

- 1 Do all residential premises within the village have security screen doors?

Yes

- 2 Are all windows of residential premises fitted with key operated locks?

Yes

- 3 Do all residential premises within the village have smoke alarms?

Yes

- 4 Has the operator been notified of any residential premises within the village being broken into in the last 2 years?

No

If Yes, how many?

Not applicable

5. Are residential premises and common areas in the village accessible to persons with impaired mobility, including those in wheelchairs?

Yes

6. Does the village have a village emergency system that enables residents to summon assistance in an emergency?

Yes

If Yes, the system involves:

- distress buttons in residential premises**
- emergency bracelets worn by residents (“Optional”)**
- other (*specify*)-**Emergency call telephones**

7. The village emergency system is monitored: (*tick whichever is applicable*)

- On site by the operator or an employee of the operator during business hours
- Off site, Blue Force.

8. Does the operator have a master key or copies of keys to residential premises in the village for use in an emergency?

Yes

9 COMPLIANCE WITH LEGISLATION

- 1 Has the operator ever been convicted of an offence under the Retirement Villages Act 1999 or the Retirement Villages Regulation 2009?

No

- 2 Has the operator ever been ordered by the Residential Tribunal or The Consumer Trader and Tenancy Tribunal to comply with a requirement of the Retirement Villages Act 1999 or the Retirement Villages Regulation 2009?

No

- 3 Has the operator complied with all requirements of any development consent relating to the village?

Yes

- 4 Have final occupation certificates been issued in relation to all the buildings in the village?

No. Occupation Certificates must issue as a precondition to occupation of any stage

10 VILLAGE CONTRACTS

1. Before becoming a resident of the village you will be required to enter into: (*tick those applicable*)

- a Residence contract
- a service contract
- an agreement for lease incorporating Residence Contract and Service contract

2. If your residence contract does not give you the right to use the following, you may enter into a separate (optional) contract in respect of them. (Tick those applicable.)

- A garage
- parking space
- storage room
- other

3. If you become a resident, documents setting out the following will also be relevant: *(tick those applicable)*

- the village rules
- the by-laws of the community land scheme/strata scheme
- the company's constitution/the replaceable rules set out in the Corporations Act 2001 of the Commonwealth
- other (specify)

Note:

Copies of the documents referred to in any of the ticked boxes may be inspected during business hours or you can request copies to be sent to you free of charge

11 FACILITIES

1 At the village the following facilities are currently available for the use of residents: *(tick those applicable)*

<input checked="" type="checkbox"/> Activities room	<input checked="" type="checkbox"/> Outdoor barbecue area
<input checked="" type="checkbox"/> Arts and Crafts room	<input type="checkbox"/> Putting green
<input checked="" type="checkbox"/> Auditorium	<input type="checkbox"/> Restaurant
<input checked="" type="checkbox"/> Billiards Room	<input checked="" type="checkbox"/> Separate Games Room
<input checked="" type="checkbox"/> Bowling green	<input checked="" type="checkbox"/> Separate lounge
<input type="checkbox"/> Chapel	<input type="checkbox"/> Shop
<input type="checkbox"/> Common laundries	<input type="checkbox"/> Spa (indoor/outdoor) (heated/not heated)
<input checked="" type="checkbox"/> Community room or centre	<input type="checkbox"/> Swimming pool (indoor/outdoor) (heated/not heated)
<input type="checkbox"/> Consultation room for visiting medical practitioners*	<input checked="" type="checkbox"/> Tennis court
<input type="checkbox"/> Croquet lawn	<input checked="" type="checkbox"/> Village bus
<input type="checkbox"/> Dining room	<input checked="" type="checkbox"/> Visitor parking
<input checked="" type="checkbox"/> Gym	<input type="checkbox"/> Workshop
<input checked="" type="checkbox"/> Library	<input type="checkbox"/> Other (specify)

Indicate if more than one of the same facilities is available

- 2** Does any development consent in relation to the village require that any of the above facilities be provided for the life of the village?

Yes

If Yes, those facilities are: **Village Bus and Visitor car parking**

Note:

Any of the facilities (other than those referred to in the above question) may be withdrawn or varied if the residents consent, by special resolution, to the withdrawal or variation.

- 3** Are any of the facilities identified above available only on a “user pays” basis (or available on that basis to some residents only—such as meals available in the dining room to residents in self-contained premises)?

No

If Yes, those facilities and current amounts charged are:

Type of service	Fee payable
Not applicable	

- 4** Does the operator intend to provide or make available additional facilities in the future?

Yes

If Yes, the details are as follows:

The Workshop and Community Vegetable Garden due for completion March 2011, subject to council approval and delays experienced through normal building activities including inclement weather.

1 The operator provides, or makes available, the following general services to all residents of the village: (*tick those applicable*)

- annual auditing of the accounts of the village
- cleaning and maintenance of common areas and facilities
- insurance of the village to full replacement value
- maintenance and care of common area lawns and gardens
- management and administration services
- payment of all rates, taxes and charges including charges for gas, and electricity relating to common areas and facilities
- public liability cover to the value of \$10,000,000.00
- other (*specify*) Courtesy Bus, Security patrols, PABX telephone system, water and sewerage charges are metered to the Village as a whole for both common property use and the individual Villas. The Villas **are not** separately metered

2 Does any development consent in relation to the village require that any of the above services be provided for the life of the village?

Yes

If yes, those services are:

Village Bus

Note:

Any of the services (other than those referred to in the above question) may be withdrawn or varied if the residents consent, by special resolution, to the withdrawal or variation

3. If a village bus is provided or made available to residents the service operates: (*tick those applicable*)

- for arranged outings
- on demand for local area for trips of no more than a 10 kilometre radius of the Village if 6 or more residents request to use the bus and on giving no less than 24 hours notice to enable the driver to be organized
- twice per day except where any of such days falls as a Public Holiday, to the following destinations:

Coffs Harbour Shopping Centre.	Depart Village 10.00am
Coffs Harbour ShoppingCentre	Depart Village 1pm
Depart Centre for return Journey	1.10pm
Depart Centre for Return Journey	2.30pm

other (*specify*)

4. Are optional services provided, or made available, by or on behalf of the operator to individual residents of the village?

Yes

If Yes, the following is a complete and accurate list of those optional services:

Service	Charge (if any)
Cleaning	\$30.00 per half hour
Laundry	\$10.00 per Clothes Basket
Handyman	\$30.00 per half hour

All of the above charges are to be paid Direct to the supplier by the Resident and not through Recurrent charges and are subject to change.

5. Does the operator intend to provide or make available additional services in the future?

No

13 ENTRY COSTS

- 1 To become a resident you will be required to pay the following: *(tick those applicable)*
- an ingoing contribution of \$ irrespective of which premises you choose
 - an ingoing contribution between \$340,000 to \$420,000
 - lease registration fee of \$95.00
 - the purchase price of your premises. The price of premises sold in the village in the last financial year ranged from \$__ to \$__
 - stamp duty (Not applicable)
 - half of the cost of preparing your residence contract, the total cost of that proportion being \$
 - half of the cost of preparing your service contract, the total cost of that proportion being \$
 - 2 weeks advance payment of recurrent charges
 - Other (specify) Owner's Mortgagee consent fees to the Lease to enable it to be registered at the Land and Property Information Office of NSW cost \$200.00
- 2 Is a deposit payable to the operator on entering into a village contract?
- (a) **Yes. A holding deposit of \$1,000.00 is payable by you and is fully refundable should you decide not to proceed**
- (b) **A 10% deposit is payable by you when you sign the documents comprising the Loan and the Lease. The \$1,000.00 holding deposit in (a) will be credited to this amount**
- 3 Is a separate payment required to secure the use of a garage or carport under a separate village contract?

A garage \$

A carport \$

No

14 RECURRENT CHARGES

1 The current rate/s of recurrent charges are as follows:

Type of premises	Singles	Couples
Self contained dwellings (<i>specify if amount differs depending on size</i>)	Not applicable	Not applicable
Other (<i>specify</i>)	Recurrent charges are based on a set % of the Single Age Pension irrespective of whether they are occupied by singles or couples.	Same as singles
2 bedroom Villas	36% of the Single Age Pension as applies at the 1 July in any financial year. This amount will remain fixed for the period 1 July to 30 June in each relevant financial year and vary for the subsequent years as the Single Age Pension changes.	Same as singles
3 bedroom Villas	38% of the Single Age Pension as applies at the 1 July in any financial year. This amount will remain fixed for the period 1 July to 30 June in each relevant financial year and vary for the subsequent years as the Single Age Pension changes.	Same as singles

2 Recurrent charges are payable by residents: (*tick all options available to residents*)

weekly

fortnightly

Monthly

Quarterly

Other (*specify*)

4 Payment of recurrent charges may be made: (*tick all those applicable*)

In cash at the office

by cheque or money order

by direct debit

other (*specify*)

- 2 Are future variations in the rate/s of recurrent charges limited according to a fixed formula?

Yes

- recurrent charges will remain as a fixed % of the standard maximum Single Aged Pension, excluding rental assistance subsidy
- recurrent charges will vary in proportion to variations in the Consumer Price Index
- recurrent charges will increase by% every months/years
- other (*specify*)

15 FINANCIAL ISSUES AFTER PERMANENT VACATION OF THE VILLAGE

- 1 Is a departure fee payable to the operator?

Yes

If Yes, the departure fee is **3.5 % per annum** (calculated on a daily basis) for a **maximum of 10 years** of occupancy of: (*tick whichever is applicable*)

- the ingoing contribution of the outgoing resident**
- the ingoing contribution of the incoming resident
- the purchase price of the outgoing resident
- the purchase price of the incoming resident
- other

- 2 If an ingoing contribution is payable, is any of that contribution non-refundable?

Yes

If Yes: (*complete whichever is applicable*)

- i) The Rent amount of \$10.00;
- ii) The weekly Market Rent, at the rate specified in Item 5 of the Lease Schedule, calculated from the Commencement Date to the date of vacant possession together with an administrative fee of \$200.00, which are only payable if the Resident elects to terminate the Lease within the 90 day settling in period;
- iii) The Departure Fee calculated in 15(1) above unless the Lease is terminated by the Resident within the 90 day settling in period.

- 3 Do former residents and the operator share any capital gains (that is, if the incoming resident pays a higher ingoing contribution/purchase price that the former resident)?

Yes

If Yes, the respective proportions are:

50% to the Owner
50% to the Resident

- 4 Do former residents and the operator share any capital loss (that is, if the incoming resident pays a lower ingoing contribution/purchase price than the former resident)?

No

16 VACANCIES

- 1 Does the village operate a waiting list?

No

If Yes, is a waiting list fee charged?

No

- 2 Annexed to this statement is a list, accurate as at the date of this statement, of all residential premises in the village that are available for occupation **in the next 3 months**. The list specifies the following in respect of each of the premises:

- (a) the address of the premises,
- (b) the number of bedrooms in the premises,
- (c) Whether the premises are self-contained premises, serviced premises or another (specified) type of premises,
- (d) Whether or not the premises have ever been previously occupied,
- (e) The amount of ingoing contribution required for, or the asking price of, the premises,
- (f) Whether the premises are for sale,
- (g) If the premises are for sale, whether the operator of the village is the selling agent,
- (h) If the operator is not the selling agent, the name and contact details of selling agent.

(Annex the list referred to)

This statement was provided to, or a person acting on behalf of (if known):

.....

This statement was given personally/sent by post

Signed by or on behalf of the operator, who warrants that, to the best of the operator's knowledge, the information contained in this statement is true:

..... (*print name*)

..... (*Signature*)

Signed this day of 20.....

Notes:

- 1 If a question in this statement provides for a "Yes/No" answer and the operator of the village:
 - (a) answers "No" to the question—the operator may delete from the statement any immediately following matter that begins "If Yes", or
 - (b) answers "Yes" to the question—the operator may delete from the statement any immediately following matter that begins "If No".
- 2 If the village is not subject to a community land scheme, company title scheme or strata scheme, the operator may delete the notes in this statement referring to those schemes and that title.

THE LAKES VILLAGE SALE PRICES – Stage 1 & 2

Villa No.	Villa Type	Bedrooms	Garage	Price	Recurrent Fees *
8	Wendouree	2	Single	\$348,000	36% p/w
11	Lefroy	3	Double	\$385,000	38% p/w

THE LAKES VILLAGE SALE PRICES - Stage 3

Villa No.	Villa Type	Bedrooms	Garage	Price	Recurrent Fees *
20	Lefroy	3	Double	Deposit	38% p/w
21	Conjola	2	Single	Deposit	36% p/w
22	Willandra	2	Single	Deposit	36% p/w
23	Mackay	3	Double	Deposit	38% p/w
24	Eyre	2	Single	\$350,000	36% p/w
25	Conjola	2	Single	Deposit	36% p/w
26	Willandra	2	Single	\$355,000	36% p/w
27	Conjola	2	Single	Deposit	36% p/w
28	Lefroy	3	Double	Deposit	38% p/w
29	Wendouree	2	Single	\$360,000	36% p/w
30	Willandra	2	Single	\$350,000	36% p/w
31	Lefroy	3	Double	Deposit	38% p/w
32	Conjola	2	Single	\$365,000	36% p/w
33	Wendouree	2	Single	\$355,000	36% p/w
34	Willandra	2	Single	\$355,000	36% p/w
35	Wendouree	2	Single	\$350,000	36% p/w
36	Albert	2	Single	\$365,000	36% p/w

THE LAKES VILLAGE Villa's available for re-lease

Villa No.	Bedrooms	Garage	Price	Recurrent Fees *
1	2	Single	\$345,000	36%

* % of Single Age Pension

Stage 1 & 2 are available for immediate occupation. Stage 3 is currently under construction, 20-26 will be available for occupation 1 June 2010, 27-36 will be available for occupation 1 August 2010.

NOTE: Prices are current as per the date below and are subject to change by the owner at any time without notice. All sales are made by the operator, Astoria Platinum Villages (The Lakes) Pty Ltd

Prices correct as at 1 March 2010