



Amity LAW

**Guide for
Buyers and Operators of**

Land Lease Communities



Amity Law Office

5/54 Vernon Terrace

Teneriffe QLD 4005

(07) 3220 0621

www.amitylaw.com.au

Liability limited by a scheme
approved under professional
standards legislation.

Introduction

Growing sector

Land lease communities (also known as “residential” or “manufactured home” parks) have been popular in the USA and Europe for many years. Their popularity in Australia has grown significantly—particularly in the last two decades—and the growth shows no signs of slowing down.

Attractive ownership model

The model is a simple one.

Residents own their own home and pay a ground rent to lease the site on which their home is located. Residents also have access to and use of the common facilities in the community.

The ownership model allows down-sizers to unlock equity in their family home and still enjoy a good standard of living in a safe community environment.

The model is supported by a State and Federal legislative regime which:

- protects resident’s long-term tenure of the leasehold site (mitigating the concern a lot of people feel when weighing up renting versus owning land);
- promotes good park governance by operators; and
- offers rebates on the ground payable by way of tax breaks for retirees entitled to a pension.

Consolidation

The sector in Australia has traditionally been quite fragmented—many operators are individuals who have acquired or developed a tourist park that over time has been converted to a mixed use park (with more permanent residents than holiday sites).

Corporate groups and syndicates (including many who we act for) are consolidating ownership of these assets and changing the way the sector operates, we think for the better.

There is no question that the standard and variety of moveable homes and central facilities in land lease communities is increasing up and down the Eastern seaboard.

Bright future

With an aging population, the rising cost of conventional housing in big cities and the continuation of government support for this sector, we are confident the future for land lease communities in Australia is bright.

Over the past 10 years, we have acted on more than 200 transactions involving the acquisition and development of land lease communities.

We are heavily invested in the sector and we are looking forward to working with existing and new owners and operators in what we believe is going to be a very exciting period in Australia.

Contents

This guide is intended as an aid for people buying, operating and developing land lease communities, particularly those new to the industry. It includes:

- a blurb about us;
- a summary of the types of assets/parks in the sector;
- comments on:
 - acquiring a land lease community;
 - taking over and operating an existing land lease community; and
 - acquiring and developing greenfield sites.

Your queries

There is a lot more to know about land lease communities and the legislative regime which governs them than what we have briefly covered in this guide. Please feel free to contact us by phone or email at any time.

Our lawyers will always be available to respond to your queries on any aspect of the purchase, sale, development or operation of a land lease community.

Contact details for our directors are on the next page and contact details for all our lawyers are on our website – www.amitylaw.com.au.

If you are someone who is considering owning and/or operating a land lease community or you are an existing owner or operator reading this guide, we hope it assists and look forward to talking with you.

About Us

Accommodation and hospitality specialists

Our sole focus is the Australian accommodation, tourism and hospitality industries. We specialise in acting for owners and operators of:

- land lease communities;
- management rights businesses;
- motels and tourist parks; and
- hospitality businesses (hotels, pubs and restaurants).

Our lawyers have more than 30 years' experience helping clients buy, sell, finance, let, negotiate, resolve disputes and protect their investments.

We know the industries, know the players and use this knowledge to get you results.

Clients

We have a number of clients in the land lease community sector (including the major players) who are involved in acquiring, developing and operating land lease communities throughout Australia. We have learnt through their experiences and our own. We can help you navigate the industry.

Key contacts

We operate a single point of contact service delivery model. Your primary points of contact at Amity Law would be Matt Allen and/or Adam Geldard.

Matt and Adam are both directors. Either Matt or Adam would be responsible for all of your work and the day to day management of the people at Amity Law who would assist you.



Adam Geldard

+ 61 7 3220 0667
+ 61(0) 456 749 626
adam.geldard@amitylaw.com.au



Matt Allen

+ 61 7 3220 0621
+ 61(0) 430 201 736
matt.allen@amitylaw.com.au

Why Amity Law

Amity Law is not your typical law firm. We offer real benefits, including:

- **Distinctive competence** in our chosen areas of specialisation. A lot of firms claim to be specialists. We are.
- A **single point of contact** service delivery model.
- A **contemporary attitude** to our business (we give timely commercial and practical legal advice).
- A **commitment to developing enduring relationships**. We want to become your trusted advisor. We will work hard to understand your business and legal requirements.
- A focus on delivering value - we do legal work for **fixed fees** agreed upfront with you (there are no fee blow-out surprises with Amity Law).

These things are ingrained into our firm culture and define the way we operate.

Our service guarantee

We guarantee you will receive the highest quality service throughout your matter.

We cannot guarantee outcomes, but we do guarantee your satisfaction with our services.

We charge fixed fees.

If at any time we do not perform to your satisfaction, or if you have any concerns or queries relating to our work or fees, we ask that you let us know.

We will then work to resolve the matter to your satisfaction.

Types of assets in the sector

General

The overall “residential/tourist park” sector has come a long way from the Aussie beachfront tent/caravan park.

The spectrum still starts with the humble tent/caravan park with no central facilities, but now ends with resort-style luxury gated communities with two storey well-appointed homes and golf courses.

There is a lot of industry jargon used to describe the different asset classes in the sector, but in general terms they are:

- **land lease communities** with permanent residents only;
- **caravan parks** that have evolved to have a mixture of permanent residents and short-term letting of cabins and caravan / tent sites; and
- **tourist parks** with only short term letting of cabins and caravan / tent sites.

From an owner / operator perspective there are advantages and disadvantages with each asset class. How you view those largely depends on your investment strategy and goals.

Permanent

Residential parks with permanent residents only are described as “land lease communities” in NSW legislation, “manufactured home parks” in QLD legislation and “residential parks” in VIC, SA and WA legislation. Different names for the same thing.

Advantages: Include regular rental income—no seasonal fluctuation. Opportunity for income from the sale of homes (where the park is not fully developed) and services. Less staffing requirements.

Disadvantages: Potentially less income per site than a tourist park (depending on location). No opportunity to take advantage of seasonal spikes in tourism.

Mixed use

Parks with permanent and short-term letting are usually described as “mixed use” parks.

A lot of these parks have been targeted by owners / operators looking to convert existing mixed use assets to fully permanent land lease communities.

Advantages: Ongoing regular rental income from the existing permanent residents plus seasonal spikes in tourist income. Opportunity to convert tourist sites to permanent sites and earn income from sale of homes (planning approvals permitting) and services.

Disadvantages: Permanent residents usually prefer permanent only parks. Conversion to fully permanent land lease community can require significant capital expense on existing central facilities to maximise sales and development income.

Tourist

Tourist parks have short-term letting only.

Advantages: Potentially higher returns on investment due to seasonal tourism spikes.

Disadvantages: Seasonal fluctuation in income. Higher staffing requirements and cost.

Established community or greenfield site?

Whether you buy existing assets or develop greenfield sites (or both) will depend on your investment strategy, resources and skill set.

An existing fully developed asset will obviously be a more attractive proposition for a passive long-term investment strategy. The return is immediate and predictable. You can do your due diligence on the asset and know what you are buying.

Conversion and development of mixed use parks and development of greenfield sites obviously comes with more risk, but potentially also more reward.

Current trends

Over the last fifteen years in particular, there has been a significant increase in the amount of mixed use parks being reconfigured to be fully permanent land lease communities and greenfield sites being developed as land lease communities.

The demand for new land lease communities is being driven by cashed up retirees looking for a more ‘resort style’ offering, with up-market moveable housing products and complementary common amenities/facilities.

Whatever your acquisition strategy may be, we can assist.

Acquiring an existing community

General

The obvious advantage of buying a fully developed existing land lease community is—you know what you are getting—provided you undertake a thorough due diligence before buying.

As is the case with the acquisition of any commercial property asset and/or business, the typical phases to execute the acquisition are:

- asset selection;
- negotiation of the commercial terms;
- documenting the deal;
- undertaking due diligence; and
- settling the acquisition.

Asset selection

Competition

Right now, there is strong competition for all assets classes in the sector.

We work with a lot of individual investors, syndicates and corporates who are finding the biggest challenge is the level of competition for seemingly every existing park that is on (or may come on) the market.

Having clarity about the key criteria you looking for, what return you need and are how much you are prepared to pay for that is important—particularly in a such competitive market. It will help refine your search and enable you to move quickly to get a footprint on a community when the right opportunity presents itself.

Deal with experienced agents

Try to deal with real estate agents who specialise in the accommodation sector and preferably the land lease community sector.

They will usually have a good portfolio of communities for you to run the rule over and almost always do a better job of producing an accurate information memorandum.

We can put you in touch with the agents we know are very experienced in the sector.

Term sheet

Get a term sheet signed before the lawyers document the transaction. This avoids the process turning into a waste of time and money when debate over key commercial issues arise during the negotiation of the formal contract documents when these should have been agreed up-front.

We recommend our clients have us review the term sheet.

Some lawyers will slow down that process, but we understand the need to deliver prompt and commercial advice to secure a site. We are not suggesting you 'over-involve' lawyers, but having your lawyer sense check the term sheet will help to ensure all of the critical commercial terms are clearly recorded in the term sheet (e.g. price, buyer conditions, guarantees/security, time frames, key vendor warranties and settlement triggers) and neither party has promised something they can't deliver.

Documenting the deal

Depending on your structuring and the State in which the asset is located, we may recommend a call option, a put and call option or going straight to contracts of sale to document the deal recorded in the term sheet.

Land and business

For tax optimisation and asset protection reasons, most existing operators own the land and improvements in one entity and the business of operating the community in another entity.

As a result of that, the typical document structure for the acquisition of an existing land lease community is:

- a land sale contract to acquire the land and improvements; and
- a business sale agreement to acquire the business of operating the park and the plant and equipment required to do so.

Option deeds

Options deeds are used in some States in addition to contracts to:

- delay the timing for payment of stamp duty; and
- allow the flexibility to change the purchasing entity between option/contract signing without adverse duty consequences, but whilst still securing the park in the same way as going straight to a contract of sale.

Park specific tax issues

There are a number of tax and stamp duty issues (among others) that are specific to the broader residential accommodation sector and land lease communities.

These must be dealt with correctly in the sale contracts.

For example the GST treatment. This can be plus GST, going concern or input taxed depending on the asset class and how it is operated. Getting the GST treatment right is important not only for the acquisition, but also to minimise ongoing GST for development costs and site rents. Leasing structures between related party entities can be important for this.

With stamp duty, the position changes from State to State and depending on the asset class and whether the asset is developed. Incorrectly documenting the transaction can result in significant extra stamp duty being payable. Correct structuring and drafting will avoid this.

Due diligence

Park specific issues

Once you have the transaction documents signed and the park locked up, you should undertake a thorough commercial and legal due diligence process to ensure you are buying the right asset for your investment strategy and risk appetite.

There are park specific issues you will need to consider that differ from typical commercial property assets. Some of these are discussed below.

What due diligence needs to be carried out obviously differs in each asset class. Because we have specialised in the sector for more than a decade, we have pretty much seen all of the weird and wonderful scenarios that can arise in each State and we have developed a specific due diligence process to ensure risk issues are considered and mitigated where possible.

Lawyers who don't specialise in the sector will not be aware of some of the searches and enquiries required to properly assess risk.

Don't get caught by this. Ask your lawyer about what experience they have before engaging them. If they can't talk about specific clients and park assets, we recommend you don't use them to acquire a land lease community.

What are you buying?

The underlying ownership and tenure structure in a typical land lease community will comprise of:

- the freehold land and improvements on the land (which comprise the communities central facilities);
- in some cases leases and / or licences over Crown land (particularly in rural and semi-rural areas in NSW or QLD);
- the plant and equipment, goodwill and other assets that make up the business being sold;
- the residential site agreements and/or other tenancy agreements in favour of residents or tenants – which will be transitioned across on a change of ownership of the community;
- water licences (in rural areas); and
- software licences, industry group licences and service agreements.

Our normal legal due diligence will consider all of the above and other asset and location specific issues which arise in the land lease community sector.

Title enquiries

As with any land acquisition, we will review the title and any encumbrances on the title, including easements, restrictive covenants, leases, caveats and other charges.

If the seller has a mortgage/s, this would be discharged on settlement.

If there is a leasehold title over Crown land or a Crown licence, it will be important to assess the terms of the lease and/or licence, the security of tenure they afford, the extent of what you are allowed to do (or not do) on the land under the lease/licence and the likelihood of any native title claim affecting the lease or licence in the future.

Statutory and planning searches

Normally we would always perform a full suite of statutory and planning searches to:

- check the current use is lawful;
- establish if there are existing rights to further develop the community;
- identify any risk or compliance issues (affecting the land, tenure rights, improvements on the land, the business assets and the seller); and
- establish what licences or approvals are required to operate the business and confirm those are held by the seller / can be transferred or will need to be applied for by the buyer.

Approval to operate

In some States there is a requirement to hold a specific “approval to operate” (granted under State legislation) to lawfully operate a land lease community (in addition to the requisite planning approval).

There are also local council laws in some States which require local council licences to lawfully operate a land lease community.

Your lawyer’s due diligence report should deal with all approval and licences required to operate the asset (including liquor and food licences) if relevant.

Are the residents happy?

Ideally you don’t want to be buy a business where the clients (i.e. the residents) are not happy. You should always:

- Try to speak with the current manager and as many residents as possible at the community. It is sometimes surprising what you can establish from doing this.
- The land lease community sector is litigious. Group actions by disgruntled residents are not uncommon. We will always undertake a search of the relevant court and State tribunal records. This can reveal communities with a history of the collective resident actions (for example to challenge a site rent increase).

Site agreements

The site agreements secure your current and future income stream.

When you buy an existing community, you inherit what is already in place. Make sure you undertake a thorough review of the site agreements. We will always review and report on at least a sample of the forms of site agreement used for the park. Consider in particular:

- How the site rent is increased and whether this fits with your forecasted income?
- Are all of the site agreements in the same form and consistent, particularly in terms of the site rent payable and how the site rent increases? In our experience, it is not unusual for older parks to have a potpourri of site agreements.
- Do the site agreements allow you to recoup operational costs and if so what?
- How are the utilities being supplied to residents (direct or through on-supply arrangements) and how is this dealt with in the site agreements. Note there are some restrictions in some States on these arrangements.

Adding value

With existing parks, the main source of income is likely to be site rent. However, consider where other sources of income are likely to come from, for example:

- **home sales**—if the park is not already fully developed;
- **sales commission** for sales of homes by outgoing residents;
- **on-site facilities**: e.g. transport vans, shop, vending machines bar/restaurant/kiosk.
- **services to residents**: e.g. cleaning, meals, personal assistance etc.

If there are no existing rights to further develop, there may be an opportunity to modify an existing development approval or obtain a new one to allow future re-development (including by way of reconfiguration of the site layout) and these things should be considered during the acquisition due diligence process.

Other consultants

We like to review and discuss with you any other industry expert reports you may obtain for the site (e.g. contamination reports, building inspections reports, surveys, engineer’s report etc).

We can put you in touch with recommended consultants if you wish us to do so.

Settling the transaction

Like other commercial property transactions there will be a settlement to conclude the conveyance.

We will ensure this is a smooth process.

We will liaise with your financier’s advisers so that we pre-empt the financier’s legal or due diligence requirements for the transactions to avoid potential delays or unexpected costs.

Like purchasing any other business, there is a handover process to undertake for a land lease community. Getting on site early (before settlement) minimises disruption to the continuity of the business.

We have a comprehensive settlement / handover checklist which we recommend our clients use. Typical aspects of the handover include:

- **Tuition:** As already mentioned, we recommend undertaking a thorough handover/tuition period with the seller before settlement. The length of the handover/tuition required will depend on the asset and the industry experience of the incoming operator. The sale contracts should include specific obligations on the seller to allow and facilitate the handover leading up to settlement. Keep in mind a seller's motivation to assist tends to evaporate after settlement;
- **Employees:** Transitioning of employees who will remain with the business after settlement—keeping on the existing park managers is often good for business continuity. We will document the requirement for and make any necessary adjustments to the purchase price on settlement to account for existing leave entitlements;
- **Service contracts:** What (if any) service contracts will be transferred should be agreed during due diligence. We will ensure the sale contract properly deals with passing of risk and manages the transfer process;
- **Residents:** notifying residents of a change of ownership—some States have statutory requirements on the notification procedure and we ensure this is done;
- **Statutory authorities:** Notifying statutory authorities (such as the Department of Housing and Public Works in Queensland and NSW Fair Trading in NSW) that ownership of the community has been transferred to a new owner/operator;
- **Approvals to operate:** Transferring approvals to operate or arranging for a new approval or licence to be issued as required—note the requirements differ from State to State. The best approach is to get in touch with the relevant authorities immediately on the sale contracts becoming unconditional. We will assist with this.
- **IT, IP and assets:** arrangements to integrate IT systems, transfer software licenses; transfer business names, websites, email addresses, phone numbers, motor vehicle registrations, membership agreements—should all be done prior to settlement as many of these will require assistance from the seller.
- **Community bank accounts:** make sure your bank accounts are set up before completion.

Implementing new management

Having a competent management team in place is important.

Assuming you are not intending to live on-site yourself, you need to consider whether to employ or contract on-site managers to operate the business successfully.

It depends on the particular size and features of the community, but in our experience most of the larger communities (say 50 or more permanent sites) justify having a resident manager. Often a resident couple will share management responsibilities.

If on-site management is not required, then a manager needs to be available to attend on-site to respond when particular issues arise.

Either way, the role of the manager should be clearly described in an employment contract (for an employee) or a services agreement (for a contractor).

Competent management will allow you to maximise efficiencies in operating your business. It is not necessarily a complicated business but your manager needs to be able to deal with the diverse needs of people living together (often quite closely together) in a land lease community.

Risk management

Like any other business, there are risks to manage. We are commonly asked by clients to assist to develop risk mitigation strategies. Operators should:

- **Civil liability:** Consider what potential civil liability could exist in the community—for example personal injury through the use of community facilities or the occurrence of uncontrollable events such as fire or falling tree branches? Once these potential risks are identified by site inspection they should be documented in a risk management plan with corresponding risk strategies.
- **Implement risk strategies:** For example, we can help you to create community rules, waivers and disclaimers to assist risk mitigation. These strategies can reduce the occurrence of risk events in the first place, but if an event occurs we can better equip operators to argue that certain risks have been voluntarily assumed by residents (technical legal defence of *volenti non fit injuria*).
- **Statutory obligations:** Be aware there are certain legal rights and statutory obligations imposed on an operator under the relevant State legislation. In the main part, you cannot contract out of these. Compliance with these statutory obligations may be a necessary precursor to mitigating the associated risks.
- **Insurance:** Engaging with your insurer. A pro-active insurer will work with an operator to minimise or neutralise the risks which cannot be contracted out of or covered by insurance.
- **Health and safety:** Engaging a workplace health and safety consultant to assess compliance with obligations under legislation (for example in Queensland the Work Health and Safety Act 2011 and associated regulations). A land lease community is just another business and operators are required to ensure employees and residents alike are not exposed to workplace health and safety risks relating to work carried out as part of the business operations. An older population (as with a land lease community) may be more susceptible to these risks.

Developing a greenfield site



General comments

A lot of our clients, both established operators and new market entrants, are now including development of greenfield sites in their investment strategy or even solely focusing on this as their new acquisition strategy.

We have discussed in this section some of the issues you will need to consider if you are going to develop, sell down and operate a greenfield residential park.

Site selection

There is an awful lot of competition for greenfield sites in the current market, particularly sites where the owner has obtained or applied for a development approval before going to market.

Prices being paid up and down the Eastern sea board reflect the level of competition.

As is the case with the acquisition of existing communities, the biggest challenge for developers right now is finding a suitable site at a workable price.

Some of the things to consider in your feasibility are:

Location and market:

- **Allow for the location of your site.** Different locations warrant different home products and central facilities.
- **Carefully assess the level and type of competition** in the areas you are looking at, including the home products being offered, the park amenities and how quickly and what the homes are selling for. This should give valuable insights.
- **Make sure the product you intend to develop meets the market.** We have clients who have been caught out here. While homes in nearby competitor's communities are selling well, their homes are not selling because they're offering what they have always offered and not the homes and level of central facilities people want in the particular location.
- **The clear trend we are seeing is movement towards 'higher end' moveable home products** and more extensive central facilities, particularly anywhere near the coastline and/or within two hours of a CBD. Buyers want stone bench tops and garages in moveable homes.

Development approval conditions (DA):

Be very careful of buying a site with an existing DA or an application for a DA already submitted. Get the right advice on the DA. Consider:

- **Does the DA allow what you intend to do?** Sounds like a simple point, but in a large percentage of the projects we have worked on where our clients have bought a site with a DA in place, it has been necessary to get modifications to the DA to make the project work.
- **What are the infrastructure charges** per home site and when are they payable?
- **How does the park layout work?** What site yield does the DA allow? Can this be reconfigured to allow more sites? It is often better to modify a DA before you start construction than after the fact.
- **Is the area allowed for central facilities well located** and is it the right size to accommodate what you want to build to fit your product?
- **Does the DA allow the home designs you want to sell**—check this carefully? Does it allow construction of homes on site? In some States you can't build on-site without a specific exemption from the planning rules.
- **Can you build with a slab on ground?** We have advised clients on this point on a number of occasions. Again the rules differ from State to State, so you need to be careful.
- **What is the cost of bringing services** to the site. We have been involved in developments where this has blown out to a ridiculous level.
- **If you already own park assets**, assess the potential efficiencies you can achieve through 'clustering' sites in particular geographic area/s.
- **Is there potential for future expansion**, including possible acquisition opportunities for adjacent or nearby sites which may be consolidated.

Home designs

Your proposed home designs need to meet both the market and the State specific statutory requirements for moveable homes in a land lease community.

If your homes don't meet the State legislative requirements for moveable homes, you can't operate as a residential land lease community.

The definition of what is a moveable home differs in residential park legislation for each State. For example in Queensland, section 10 of the Manufactured Homes (Residential Parks Act) 2003 defines a "manufactured home" to be a structure, other than a caravan or tent, that (quoting):

- has the character of a dwelling house;
- is designed to be able to be moved from one position to another; and
- is not permanently attached to the land.

Make sure your home supplier and their engineer and architect are able to give you sufficient comfort their designs comply with the State legislation. Be careful with project builders who are not familiar with the sector.

We have advised a number of people on this issue and design changes late in the piece are costly and not what you or the builder want.

Site agreements

Site agreements in residential parks give long-term tenure rights to home owners (potentially in perpetuity). For the owner they secure the future income stream and it almost goes without saying that they are critical to the viability and value of the land lease community.

Be aware that the legislation in some States prescribes standard terms that must be in site agreements and prohibits a number of terms and conditions which you would typically see in arms-length tenancy arrangements.

The advantage of a greenfield site is the opportunity to prepare site agreements that fit your business model—you don't inherit what someone else has come up with.

There is room within the parameters set by the State legislation to prepare site agreements which:

- maximise income streams and mitigate liability (if you simply adopt the standard form agreement prescribed by the State legislation you are missing an opportunity to add significant value to your asset); and
- are sufficiently flexible to adapt to potential changing future requirements of the community.

Community rules

Ancillary to the site agreement, there is normally a set of community rules dealing with day-to-day operational issues.

There are also certain statutory restrictions on the type of rules which an operator can impose on residents.

Home sale agreements

An important aspect of an operator's business model will be the profit earned on the sale of manufactured homes to new residents of the community at a profit.

Home sale agreements are important to manage the sales process and properly allocate risk between operator and resident. The price point for manufactured homes is increasing in most States and correspondingly buyers now expect to see a well prepared sale agreement package, as they would with a freehold apartment sale contract.

Ideally, your home sale agreement should require payment of the price in instalments at certain milestones (e.g. deposit, slab down, frame and roof on and settlement). This affords you the opportunity to have the payment regime in your home supply and installation agreement replicate the timeframes in your home sale agreement and avoid carrying debt to pay for construction and installation of homes.

Be careful that your home sale agreement complies with State residential park legislation. There are cooling off periods and other statutory termination rights afforded to home buyers you need to be aware of and mitigate.

Supply and installation agreements

Operators also need to ensure home supply and installation agreements are in place with their preferred suppliers to secure the supply chain.

It's very important for operators to ensure their delivery commitments to new residents do not exceed the commitments they have received from suppliers. Otherwise you can find yourself in breach of one agreement with no back-up recourse under your other agreement. The agreements need to be properly linked.

Debt

The banks are still warming up to this sector.

It is certainly easier now than it was 5 years ago to get finance for greenfield land lease communities, but be aware you may need to educate your banker.

You should talk to the banks early about finance arrangements and your feasibility for the project.

We can put you in touch with lenders we know are familiar with the sector.

Marketing

Be careful with your marketing material, particularly if your intention is to pitch to a specific age group – e.g. over 55s.

There is anti-discrimination legislation which needs to be taken into account. We can assist with this by way of an application for an exemption from the legislation if necessary.

Make sure your description of what is going to be provided at the park is accurate and not misleading.

The sector is quite litigious and it is common for groups of residents to challenge site rent increases in the State civil and administrative tribunals. One of the typical grounds for a challenge is the expectation certain central facilities would be provided.

We recommend our clients have us review their/agent marketing materials.