

Manufactured homes Form 16



Residential Park Comparison Document

Manufactured Homes (Residential Parks) Act 2003

This form is effective from 20 February 2025

Important

About this document

The Residential Park Comparison Document assists prospective manufactured home owners compare residential parks by providing general information about a park and their facilities and services, including the costs of moving into, living in and leaving the residential park. It is not intended to provide information about individual manufactured homes within a park. It doesn't form advice or guidance, and any prospective home owner is encouraged to seek independent financial and legal advice.

Key things to know about residential parks

Manufactured homes in residential parks are a form of housing where manufactured home owners own their dwelling and position them on sites in a residential park owned by a park owner. Home owners enter into a site agreement with the park owner for the use of the land and communal facilities, services and amenities and pay the park owner site rent.

Buying a manufactured home is a significant commitment, and when you enter into a site agreement you are agreeing to continue paying site rent for as long as you own the home, or until you remove the home from the site in the park.

In a residential park, **site rents can increase at regular intervals based on the terms of your site agreement** and subject to legislation on site rent increases in the *Manufactured Homes (Residential Parks) Act 2003*.

You should carefully consider whether you can afford the ongoing expenses of living in the residential park, and how this will increase over time. You are strongly encouraged to seek independent financial and legal advice from an experienced Queensland lawyer about your rights, options and obligations as a manufactured home owner before buying a manufactured home in a residential park and entering into a site agreement.

For more information about residential parks and the *Manufactured Homes (Residential Parks) Act 2003*, please see <https://www.qld.gov.au/housing/buying-owning-home/housing-options-in-retirement/manufactured-homes/about-manufactured-homes>.

The information in this Residential Park Comparison Document is correct as at **[insert date]**. Some of the information included may not apply to existing site agreements.

Park owner signature  Date

Residential park details

Park name

Phone

Park address

Suburb State Postcode

Website..... Number of current manufactured home sites

Park contains: ☐ only manufactured homes ☐ multiple dwelling types (see section 15)

Total number of sites (including other dwelling types) currently in park

Development status: ☐ Completed ☐ Under development (see section 16 for details)

Re-development planned in the next 5 years: ☐ Yes ☐ No (see section 16 for details)

Year Residential Park began operating.....

Part 1 – Site rent and other costs

1 Site rent for new site agreements

*(GST exclusive)

Declaration of what site rent will be for new home owners.

Site rent* (or range of site rent) payable by new owners

.....

This applies to site agreements entered from DD/MM/YYYY)

How often is site rent due:

☐ Weekly ☐ Fortnightly ☐ Monthly ☐ Other (specify)

2 Site rent increases

The proposed basis for how site rent can be increased under a site agreement for the site.

How does site rent increase for new home owners in the residential park?

Basis

.....

.....

General increase day..... (DD/MM/YYYY)

A general increase day is the day that site rent increases for all sites using a particular basis. A general site rent increase for a site cannot occur more than once a year.

Frequency

☐ Annual ☐ Other (specify)

Additional information (specify any additional basis, increase day and frequency below)

.....

.....

.....

Note: general site rent increases are limited to once per year using only a single basis at a time. However, some park owners may have multiple bases which apply in different years.

3 Mandatory costs or fees not included in site rent (GST inclusive)

Note: Does not include sales commissions where the park owner resells homes.

Are home owners in the park required to pay any additional costs or fees which are not included in site rent?

☐ Yes (provide details below) ☐ No

Total costs / fees: \$.....

Details of costs / fees and when payable:

.....

Part 2 – Utilities and services

| | |
|----------------------|--|
| 4 Electricity | <p>Service Charge/s (individually measured and/or metered)</p> <p><input type="checkbox"/> Included in site rent <input type="checkbox"/> Not included in Site Rent</p> <p><input type="checkbox"/> Other (specify)</p> <p>Usage Charge/s (individually measured and/or metered)</p> <p><input type="checkbox"/> Included in site rent <input type="checkbox"/> Not included in Site Rent</p> <p><input type="checkbox"/> Other (specify)</p> <p>Does the park contain an embedded network for the supply of any electricity in the residential park?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>For more information about embedded networks see:</p> <p>https://www.aer.gov.au/consumers/understanding-energy/embedded-networks-customers</p> <p>Can solar panels be installed on manufactured homes?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Are there any known conditions/restrictions on the installation or use of solar panels in the residential park?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, specify</p> <p>.....</p> <p>.....</p> |
| 5 Water | <p>Service Charge/s (individually measured and/or metered)</p> <p><input type="checkbox"/> Included in site rent <input type="checkbox"/> Not included in Site Rent</p> <p><input type="checkbox"/> Other (specify)</p> <p>Usage Charge/s (individually measured and/or metered)</p> <p><input type="checkbox"/> Included in site rent <input type="checkbox"/> Not included in Site Rent</p> <p><input type="checkbox"/> Other (specify)</p> <p>.....</p> |

| | |
|--|---|
| 6 Sewage | <p>Service Charge/s</p> <p><input type="checkbox"/> Included in site rent <input type="checkbox"/> Not included in Site Rent</p> <p><input type="checkbox"/> Other (specify)</p> <p>Usage Charge/s</p> <p><input type="checkbox"/> Included in site rent <input type="checkbox"/> Not included in Site Rent</p> <p><input type="checkbox"/> Other (specify)</p> |
| 7 Gas | <p>Service Charge/s (individually measured and/or metered)</p> <p><input type="checkbox"/> Included in site rent <input type="checkbox"/> Not included in Site Rent</p> <p><input type="checkbox"/> Other (specify)</p> <p>Usage Charge/s (individually measured and/or metered)</p> <p><input type="checkbox"/> Included in site rent <input type="checkbox"/> Not included in Site Rent</p> <p><input type="checkbox"/> Other (specify)</p> |
| 8 Telephone | <p><input type="checkbox"/> Included in site rent <input type="checkbox"/> Available but not included in site rent</p> <p><input type="checkbox"/> Not available <input type="checkbox"/> Other (specify)</p> <p>.....</p> |
| 9 Internet | <p><input type="checkbox"/> Included in site rent <input type="checkbox"/> Available but not included in site rent</p> <p><input type="checkbox"/> Not available <input type="checkbox"/> Other (specify)</p> <p>.....</p> |
| 10 Other utilities and services | <p>Details of other services or utilities (for example, food services, gardening services, personal care services, transportation services) including whether provision of these services by the Park Owner is included in site rent</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> |

11 Park Manager and staff

Please provide details about the availability of park management.

Is an on-site manager (or representative) available to home owners?

☐ Yes ☐ No

Details of on-site availability:

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.....

Does the on-site manager live on-site or work on-site?

☐ Lives on-site ☐ Works on-site ☐ Not applicable

Does the park have an after-hours emergency contact?

☐ Yes ☐ No

After-hours emergency contact details

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.....

Do any other staff work in the residential park?

☐ Yes ☐ No

If yes, provide details (e.g. First Aid Officer, Security, Grounds person etc).

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Part 3 – Facilities and amenities

12 Communal/shared facilities Please provide details about the facilities currently available in the park, including any additional costs for the use of these facilities.

(NOTE: Under section 14 (a) (iii) of the Act, a home-owner has non-exclusive use of the park's common areas and communal facilities).

☐ Activities, workshops or games room/s

Details.....

.....

Cost: ☐ Included in site rent ☐ Additional fee (specify)

.....

Available to: ☐ Home owners ☐ Guests / Visitors ☐ Public

☐ BBQ area outdoors

Details.....

.....

Cost: ☐ Included in site rent ☐ Additional fee (specify)

.....

Available to: ☐ Home owners ☐ Guests / Visitors ☐ Public

☐ Bowling green

☐ Indoor ☐ Outdoor

Details.....

.....

Cost: ☐ Included in site rent ☐ Additional fee (specify)

.....

Available to: ☐ Home owners ☐ Guests / Visitors ☐ Public

☐ Club House

Details.....

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Cost: ☐ Included in site rent ☐ Additional fee (specify)

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Available to: ☐ Home owners ☐ Guests / Visitors ☐ Public

☐ Communal open space

Details.....
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Cost: ☐ Included in site rent ☐ Additional fee (specify)

.....

Available to: ☐ Home owners ☐ Guests / Visitors ☐ Public

☐ Gym

Details.....
.....

Cost: ☐ Included in site rent ☐ Additional fee (specify)

.....

Available to: ☐ Home owners ☐ Guests / Visitors ☐ Public

☐ Library

Details.....
.....

Cost: ☐ Included in site rent ☐ Additional fee (specify)

.....

Available to: ☐ Home owners ☐ Guests / Visitors ☐ Public

☐ Restaurant / Cafe

Details.....
.....

Cost: ☐ Included in site rent ☐ Additional fee (specify)

.....

Available to: ☐ Home owners ☐ Guests / Visitors ☐ Public

☐ Shops

Details.....
.....

Cost: ☐ Included in site rent ☐ Additional fee (specify)

.....

Available to: ☐ Home owners ☐ Guests / Visitors ☐ Public

☐ Park bus or other park-supplied transport options

Details (conditions for use)

.....
.....

Cost: ☐ Included in site rent ☐ Additional fee (specify)

.....

Frequency:

Available to: ☐ Home owners ☐ Guests / Visitors ☐ Public

☐ Swimming pool

☐ Indoor ☐ Outdoor ☐ Heated ☐ Not heated

Size:

Details.....

.....

Cost: ☐ Included in site rent ☐ Additional fee (specify)

.....

Available to: ☐ Home owners ☐ Guests / Visitors ☐ Public

☐ Tennis court / Pickleball

Details.....

.....

Cost: ☐ Included in site rent ☐ Additional fee (specify)

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Available to: ☐ Home owners ☐ Guests / Visitors ☐ Public

☐ Changing rooms and showers at sports facilities

Details.....

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☐ Kitchens in communal facilities

Details.....

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Cost: ☐ Included in site rent ☐ Additional fee (specify)

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Available to: ☐ Home owners ☐ Guests / Visitors ☐ Public

☐ Other facilities and amenities (specify below, including availability and cost)

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13 Parking

Please provide details of parking available to home owners and their guests.

Do home owners have personal parking space/s on their site?

☐ Yes ☐ No ☐ Varies by site

Are there any restrictions on home owners parking on or adjacent to their site (e.g. on their driveway)? If so, please provide details:

.....

Is there additional parking available for home owner use in the park?

☐ Yes ☐ No

If yes, specify number of spaces and any conditions

.....

Is there additional parking available for visitor use?

☐ Yes ☐ No

If yes, specify number of spaces

Is there parking available for large vehicles such as trailers, motorhomes, caravans, boats or other recreational vehicles?

☐ Yes ☐ No

If yes, specify number of spaces and any conditions

.....

.....

Are there any fees in addition to site rent applicable to the use of parking spaces for large vehicles such as trailers, motorhomes, caravans, boats or other recreational vehicles?

☐ Yes ☐ No

If yes, provide details

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| | |
|---|--|
| <div><div>14 Security and safety</div><div><p>Note: Park Owners are required to maintain and implement an emergency plan for the residential park.</p><p>Additional features listed at park owners discretion. This list may not be exhaustive. Please enquire with park owner for more details.</p></div></div> | <div><div>Does the residential park have any of the following security and safety features?</div><div><div><input type="checkbox"/> Security cameras</div><div><input type="checkbox"/> Key fob/pin code operated Security gates</div><div><input type="checkbox"/> Emergency phones</div><div><input type="checkbox"/> Defibrillator(s)</div></div><div><div>Provide details of any other notable security or safety features of the park?</div><div><div></div><div></div><div></div><div></div></div></div></div> |
| <div><div>15 Accessibility features</div><div><p>Please provide details of features in the park to assist home owners with mobility or other issues.</p><p>Details are provided for comparative information only. Home owners with specific accessibility requirements should contact the park owner to ensure the park can meet their needs.</p></div></div> | <div><div>Does the residential park have any of the following accessibility features in the common areas of the residential park?</div><div><div><input type="checkbox"/> Ramps</div><div><input type="checkbox"/> Lifts</div><div><input type="checkbox"/> Wheelchair-accessible toilets</div><div><input type="checkbox"/> Extra-wide doors</div><div><input type="checkbox"/> Wheelchair-accessibility to Letterboxes</div><div><input type="checkbox"/> Wheelchair-accessibility to Residential Park Office</div></div><div><div>What parts of the park have these features?</div><div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div></div></div> |

Part 4 – Miscellaneous

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| 16 Other dwellings | <p>Does the park contain dwellings other than manufactured homes (i.e., is a mixed-use park)?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, provide details, for example caravans, holiday rental cabins, residential premises (including manufactured homes) under residential tenancy agreements)</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> |
| 17 Development <small>Indications of future plans may be subject to change. For more information contact the park owner.</small> | <p>Has development of the park been completed?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If no, provide details of how many sites, including manufactured home sites and other dwellings will be available when planned development is completed and the anticipated date for completion?</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>If no, provide details of any services, amenities or facilities that will become available when development is complete, including when these will be available</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> |
| 18 Home owners committee | <p>Does the park have a home owners' committee?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> |
| 19 Letting the home | <p>Do site agreements in the residential park permit home owners to let their home to another person?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, detail any restriction on letting:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> |

| | |
|--|--|
| <div>20 Temporary stays</div> | <div>Do site agreements in the residential park include any limitations or requirements on people temporarily staying in the residential park? (For example, house sitters, pet sitters or family members temporarily staying at the home)?</div> <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div> <div>If yes, detail any limitations or requirements?</div> <div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div> |
| <div>21 Insurance</div> <div>Please provide details about any insurance taken out over the park land and/or facilities</div> | <div>Are the communal facilities and land in the residential park insured?</div> <div>Yes <input type="checkbox"/> No <input type="checkbox"/></div> <div>What is covered by the insurance?</div> <div><input type="checkbox"/> Flood <input type="checkbox"/> Storm <input type="checkbox"/> Fire <input type="checkbox"/> Public liability</div> <div>Note: home owners will generally be responsible for insuring their own property in the park.</div> <div>Are home owners required to insure their manufactured home?</div> <div>Yes <input type="checkbox"/> No <input type="checkbox"/></div> <div>If yes, provide details:</div> <div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div> |

Part 5 – Park Rules

[illegible]

Part 6 – Park details and operations

| | |
|--|---|
| 24 Park owner details | <div> <input type="checkbox"/> Individual owner/s </div> <div> Title.....Full name </div> <div> Title.....Full name </div> <div> Title.....Full name </div> <div> <input type="checkbox"/> Corporate owner </div> <div> Full company / corporation name </div> <div> </div> <div> Australian Company Number (ACN) </div> <div> Australian Business Number (ABN) </div> <div> Business address </div> <div> </div> <div> </div> <div> Suburb State Post code </div> <div> Phone number </div> <div> Email address </div> |
| 25 Park contact Please provide contact details for the residential park for information and enquiries if different from above. | <div> Contact name..... </div> <div> Park phone..... </div> <div> Park email..... </div> |

Further Information

If you would like more information, contact the Department of Housing and Public Works on 13 QGOV (13 74 68) or visit our website at

www.hpw.qld.gov.au

Regulatory Services (Department of Housing and Public Works)

Regulatory Services administers the *Manufactured Homes (Residential Parks) Act 2003*. This includes investigating breaches of the Act.

Department of Housing and Public Works

GPO Box 690, Brisbane, QLD 4001

Phone: 07 3013 2666

Email: regulatoryservices@housing.qld.gov.au

Website: www.housing.qld.gov.au/housing

Queensland Retirement Village and Park Advice Service (QRVPAS)

Specialist service providing free information and legal assistance to home owners and prospective home owners in residential parks in Queensland.

Caxton Legal Centre Inc

Level 23, 179 Turbot Street

Brisbane Qld 4000

Phone: 07 3214 6333

Email: qrvpas@caxton.org.au

Website: www.caxton.org.au

The Queensland Manufactured Home Owners Association Inc (QMHOA)

Is a peak body representing owners of manufactured homes in Queensland.

They provide information and assistance to home owners and prospective home owners in relation to their rights and responsibilities under the *Manufactured Homes (Residential Parks) Act 2003*.

Phone: 07 3040 2344

Website: www.qmhoa.org.au

Seniors Legal and Support Service

Provides free legal and support services for seniors concerned about elder abuse, mistreatment or financial exploitation.

Caxton Legal Centre Inc

Level 23, 179 Turbot Street

Brisbane Qld 4000

Phone: 07 3214 6333

Email: slas@cxton.org.au

Website: www.caxton.org.au/sails_slas

Queensland Civil and Administrative Tribunal (QCAT)

This independent decision-making body helps resolve disputes and reviews administrative decisions by government.

GPO Box 1639, Brisbane, QLD 4001

Phone: 1300 753 228

Email: enquiries@qcat.qld.gov.au

Website: www.qcat.qld.gov.au

Queensland Law Society

Find a solicitor

Law Society House

179 Ann Street, Brisbane, QLD 4000

Phone: 1300 367 757

Email: info@qls.com.au

Website: www.qls.com.au

Department of Justice and Attorney-General

Dispute Resolution Centres provide a free, confidential and impartial mediation service to the community.

Phone: 07 3006 2518

Toll free: 1800 017 288

Website: www.justice.qld.gov.au

ATTACHMENT A SOLAR

As the park has an embedded network any additional solar must be approved by the Distributed Network Service Provider (DNSP) and park management. If the total embedded network has self-generated electricity (such as solar) above 30Kva all additional self-generated electricity will need to comply with the connection standards (Energy Queensland's STNW1174) Part of this is where a company with a staff member (or a subcontractor) that is part of the Register of Professional Engineers Queensland (RPEQ) submits a design certification report to the DNSP, this is done by the company that sells to equipment to the home owner not the park owner. (Part of this document describes the hardware to be used (Inverter type and panel type) methodology of control of power production and export (where applicable) and maintenance and control of predetermined power quality parameters. (This includes voltage rise, over and under voltage, over and under frequency among other settings.)

The DNSP only allows for 1 enquiry at a time. The park owner or another home owner may already have an open enquiry with the DNSP that must be finalised before a home owner can start another enquiry / application with the DNSP.

The home owner may find that the costs associated with this process outweigh the benefit from adding solar as an individual and this process may be more beneficial if multiple home owners preform this at the same time to distribute the required costs by the DNSP between multiple home owners.

The Park Owner also requests the home owner to fill in the Alteration and Addition request form as per the site agreement. (An extract is below)

4.4 Alterations with consent

- (a) The home owner must not carry out any alterations, improvements or additions of any kind, to:
 - (i) the manufactured home that are visible from outside of the manufactured home; or
 - (ii) the site or any improvements or services on the site,without:
 - (iii) the park owner's prior written consent; and
 - (iv) the approval (where necessary) of any relevant Authority.
- (b) The park owner must not unreasonably refuse to give its consent to a request made by the home owner under special term 4.4(a).
- (c) Any pre-existing alterations to the manufactured home, any improvements on the site or any pre-existing alterations to the site visible from outside the manufactured home generally are deemed unapproved unless written approval from the park owner (or its predecessor) and (if required) the relevant Authority can be produced.

4.5 **Solar Systems**

If:

- (a) the park owner gives its consent to a request made by the home owner under special term 4.4(a) to install an electricity generation and/or storage system on the manufactured home or the site (**Solar System**); or
- (b) a Solar System is already installed on the manufactured home or the site,

the home owner acknowledges and agrees:

- (c) the home owner:
 - (i) is responsible for all costs associated with the installation, connection, use, maintenance and repair of the Solar System;
 - (ii) installs and uses the Solar System at the home owner's risk; and
 - (iii) releases the park owner and its Agents from all Claims arising out of or in connection with the installation and use of the Solar System, except to the extent the Claim is caused or contributed to by the negligence or default of the park owner or its Agents; and
- (d) the park owner is not liable for (or required to arrange) any payment or credit to be allowed to the home owner for any excess power the Solar System may generate.

ATTACHMENT B PETS

Park Rules

Park Rule 6 Keeping of Pets

6.1 Requirement for approval

Home Owners must not:

- (a) bring to, or keep within, the Residential Park any animal (except for an Excluded Animal) without the prior written approval of Park Management under this Park Rule; or
- (b) permit Visitors to bring to, or keep within, the Residential Park any animal (except for an Excluded Animal).

6.2 Application for approval

- (a) If a Home Owner wishes to keep a Pet (except for an Excluded Animal), the Home Owner must first make a written application to Park Management, in the form required by Park Management, for approval.
- (b) The Home Owner's application will be considered and, in the sole and absolute discretion of Park Management, may be (subject to all laws, Government Authority requirements and regulations):
 - (1) refused; or
 - (2) accepted on reasonable terms and conditions, including the requirements of Park Rule 6.
- (c) An Excluded Animal does not require Park Management approval. However, the Home Owner must notify Park Management if the Home Owner intends to keep, or keeps, an Excluded Animal.
- (d) Approval will not be given for a Prohibited Animal.
- (e) An approval given by Park Management under this Park Rule:
 - (1) will terminate upon:
 - (A) the Pet passing away (such that a fresh written application will be required for any replacement Pet) (except for an Excluded Animal); or
 - (B) the termination or assignment of the Site Agreement pursuant to the Act; and
 - (2) may, in the sole and absolute discretion of Park Management, be revoked:
 - (A) if the terms and conditions attaching to the approval and/or the Park Rules are not complied with; and

(B) after giving 7 days' written notice of the revocation to the Home Owner.

- (f) Park Management may direct a Home Owner to remove an animal (except for an Excluded Animal) from the Residential Park if:
- (1) approval has not been sought and/or obtained for that animal; or
 - (2) the approval for that animal has been terminated or revoked in accordance with this Park Rule,

and the Home Owner will promptly comply with any such direction.

6.3 Requirements for the keeping of Pets and Excluded Animals

- (a) When keeping a Pet or an Excluded Animal, Home Owners must ensure that:
- (1) the terms and conditions of Park Management's approval to do so are complied with; and
 - (2) the following requirements – all of which equally apply to Excluded Animals except where noted below – are also complied with, except where that is not practicable (e.g. for a fish).

(b) Pets must:

- (1) be contained, and be under the effective control of the Home Owner, at all times;
- (2) when on the Site Area, be kept within the Site Area at all times (and the Home Owner is responsible for ensuring that this can be achieved at the Site Area);
- (3) when not on the Site Area or any designated off-leash area, be kept on a lead at all times within the Residential Park and held by a person capable of controlling the Pet;
- (4) wear a conspicuous identification tag (clearly displaying the Home Owner's name and contact details) and be micro-chipped;
- (5) be de-sexed (unless otherwise approved by Park Management – e.g. for competitive or "show" animals);
- (6) be vaccinated;
- (7) have a current veterinary certificate (to be renewed annually or otherwise when required); and
- (8) be, and remain, registered (with such registration being renewed annually or otherwise when required),

and, where relevant the Home Owner must present to Park Management written evidence of any of the above requirements upon request.

(c) For a Pet that is a cat, the Pet must:

- (1) primarily be an indoor cat; and
- (2) wear a collar and bell.

(d) Pet droppings, excrement or other bodily waste product must be cleared immediately, the relevant area cleaned (if required), and disposed of appropriately.

- (e) Pets must not:
 - (1) be permitted to roam freely outside of the Site Area;
 - (2) interfere with the peaceful and quiet enjoyment of a person lawfully within the Residential Park;
 - (3) cause a nuisance or annoyance by excessive noise or other disruptive behaviour towards any person or animal lawfully within the Residential Park;
 - (4) cause harm, discomfort or destruction;
 - (5) exhibit aggressive, menacing or dangerous behaviour towards any person or animal lawfully within the Residential Park; or
 - (6) be kept, bred or maintained for any commercial purpose.
- (f) Pets are not permitted in or on the Communal Facilities, other than in areas that may be designated for Pets. This does not apply to Excluded Animals.
- (g) Pets must be kept in accordance with all laws, Government Authority requirements and regulations.
- (h) Complaints with respect to any Pet within the Residential Park must be made in writing to Park Management, which (subject to all laws, Government Authority requirements and regulations) will:
 - (1) investigate and assess the complaint; and
 - (2) if necessary, make any decision deemed appropriate regarding the Pet and its approval to be kept within the Residential Park, which the Home Owner must comply with.
- (i) The Home Owner is responsible for, and indemnifies Park Management with respect to, any loss or damage caused to any person or property by:
 - (1) their Pet;
 - (2) their Excluded Animal; or
 - (3) an animal (except for an Excluded Animal) that is:
 - (A) not approved by Park Management in accordance with this Park Rule; and
 - (B) brought by the Home Owner or their Visitors into the Residential Park,and must:
 - (4) rectify the loss or damage to Park Management's reasonable satisfaction; and/or
 - (5) reimburse any costs reasonably incurred by any person as a result.
- (j) If any animal is loose within the Residential Park, Park Management may:
 - (1) restrain the animal;
 - (2) deliver the animal to a pound; or

Definitions

In these Park Rules:

Excluded Animal means:

- (a) a guide dog or other service animal required due to a visual, hearing or other disability; and
- (b) fish in an indoor aquarium.

Pet means one dog or cat or any other animal approved by Park Management in its sole and absolute discretion under Park Rule 6.

Prohibited Animal means:

- (a) a dog that is:
 - (1) a regulated dog for the purposes of the *Animal Management (Cats and Dogs) Act 2008* (Qld); or
 - (2) a menacing or dangerous dog breed;
- (b) insects;
- (c) reptiles;
- (d) livestock;
- (e) poultry; and
- (f) any similar animal.

ATTACHMENT C

Park Rules

Lakeview Springs Lifestyle Resort

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The Park Rules contain rules about the use, enjoyment, control and management of the Residential Park that must be complied with by all Home Owners and Visitors.

The Park Rules are based on common sense, respect and courtesy, and define acceptable standards that will make the Residential Park an enjoyable place to live for all Home Owners.

Definitions of capitalised terms used in the Park Rules are contained in the "Definitions" section at the end of this document.

Park Rule 1 Use and operation of the Communal Facilities

1.1 Access

- (a) Visitors may gain access by contacting the Home Owner that is to be visited by utilising the keypad at the front entrance gate. Home Owners must only provide access to their own Visitors. Park Management will not provide access to a Visitor on behalf of a Home Owner as that is the Home Owner's responsibility.
- (b) As the Residential Park is a gated community, Home Owners must not give any other person access to the Residential Park via any gated entry unless:
 - (1) that person is a Visitor of the Home Owner;
 - (2) that person is a tradesperson engaged by the Home Owner in compliance with the Site Agreement; or
 - (3) it is to allow access for an emergency service.
- (c) Tail-gating is not permitted at any vehicular gated entrance to or within the Residential Park.
- (d) Home Owners and Visitors must allow any gate to fully close behind their Vehicle or themselves upon entry and exit, to ensure that unauthorised vehicles or persons do not gain access to the Residential Park.
- (e) Park Management may change any applicable security codes or access procedures from time to time, and will inform Home Owners of any such changes.
- (f) If a Home Owner becomes aware of any theft, trespassing or vandalism, they must inform Park Management immediately.

1.2 Mail

- (a) Letters to Home Owners will be delivered by Australia Post to their allocated mailbox at the Gatehouse Building.
- (b) Home Owners are responsible for:
 - (1) clearing their allocated mailbox on a regular basis; and
 - (2) securing their allocated mailbox.
- (c) Home Owners are responsible for ensuring that parcels and courier deliveries that are too large for their allocated mailbox are brought by the courier or delivery person to the applicable Home Owner's Site Area and/or for making arrangements to ensure that they are safely delivered to the Home Owner. The Home Owner must provide the delivery person with access to the Residential Park via the front entrance gate upon arrival in order to do so. Park Management will not accept delivery of mail on behalf of a Home Owner as that is the Home Owner's responsibility.

1.3 Obstruction and behaviour

- (a) Home Owners and Visitors must not obstruct the lawful use of the Communal Facilities by another person lawfully entitled to do so. However, the Communal Facilities are primarily provided for the use and enjoyment of Home Owners who have priority over Visitors in the use of the Communal Facilities.
- (b) Home Owners and Visitors must at all times:
 - (1) act in a courteous and socially acceptable manner; and
 - (2) treat all persons lawfully in the Residential Park with courtesy and respect, while within and when using the Communal Facilities.
- (c) Acts of violence, aggression, intimidation, bullying or nuisance, or that cause damage to person/s or property, are prohibited. If any person exhibits such behaviour, Park Management reserves the right to:
 - (1) ask them to leave the relevant area of the Communal Facilities immediately;
 - (2) for repeated breaches, refuse them permission to access and use the Communal Facilities; and
 - (3) communicate with them solely in writing.
- (d) Home Owners and Visitors must seek to avoid confrontation with other persons lawfully in the Residential Park. If a Home Owner or Visitor witnesses a breach of the Park Rules, this should be reported to Park Management as soon as possible.

1.4 Opening Hours of Communal Facilities

- (a) The opening hours for the Communal Facilities (where appropriate) will be:
 - (1) as advertised (including by way of signage or otherwise) by Park Management from time to time; and
 - (2) subject to variation or temporary closure at any time for special events, functions, maintenance or at the sole and absolute discretion of Park Management.
- (b) The Communal Facilities must not be used outside of their opening hours.

1.5 Use of Communal Facilities

- (a) The Communal Facilities are for the use and enjoyment of Home Owners and Visitors in accordance with the Park Rules and the Site Agreement.
- (b) Home Owners and Visitors using the Communal Facilities **must**:
 - (1) use the Communal Facilities:
 - (A) only during the opening hours and in accordance with the Park Rules;
 - (B) in a safe and reasonable manner – taking care for their own safety and the safety of others; and
 - (C) in accordance with:

- (i) any operating instructions provided;
 - (ii) all applicable laws; and
 - (iii) any reasonable directions given by, or displayed at or within the Communal Facilities by, Park Management from time to time;
- (2) behave in a proper and orderly way, and with respect to fellow Home Owners and Visitors, when using the Communal Facilities;
- (3) comply with any reasonable direction or requirement given by Park Management (including, with respect to signage, the use or operation of the Communal Facilities, or the behaviour of persons using the Communal Facilities) from time to time;
- (4) before using, or attempting to use, the Communal Facilities:
 - (A) be responsible for ensuring that they are:
 - (i) well enough; and
 - (ii) physically able, to use the Communal Facilities in a safe and reasonable manner (including obtaining any reasonable health checks from their doctor); and
 - (B) be familiar with the contents of any user manual or other document about the proper use of the Communal Facilities made available or published by Park Management from time to time, and comply with the requirements of such manuals or documents when using the Communal Facilities;
- (5) wear appropriate clothing and footwear or as reasonably directed by Park Management;
- (6) show proper regard to the rights of other Home Owners and Visitors to peacefully enjoy the Communal Facilities and neighbouring Sites (however, Home Owners have priority over Visitors in the use of the Communal Facilities); and
- (7) after each use:
 - (A) leave the Communal Facilities in a neat and tidy condition;
 - (B) return to, and store in, their original location or designated storage area all items, equipment, incomplete work materials and furniture used or moved;
 - (C) turn off all lights, fans, air-conditioning and similar items;
 - (D) wash all dishes, glasses and utensils used in the dishwashers provided, and return and store them in their original location;
 - (E) clean, sweep and tidy the Communal Facilities, and clear away all rubbish and mess; and

- (F) report to Park Management any:
 - (i) damage or breakage (for which the relevant Home Owner that (or whose Visitor) caused the damage or breakage will be responsible (unless due to fair wear and tear)); and
 - (ii) incident or accident.
- (c) Home Owners and Visitors using the Communal Facilities **must not**:
 - (1) adjust or interfere with the operation of any equipment associated with the Communal Facilities, unless the Home Owner has written authority from Park Management to do so;
 - (2) use the Communal Facilities outside of their designated opening hours;
 - (3) use the Communal Facilities for anything other than their intended purpose or for any commercial or business use (unless Park Management provides its consent);
 - (4) damage or cause the Communal Facilities to be damaged; in which case the Home Owner is responsible for and must rectify and/or pay for the damage so caused;
 - (5) engage in offensive or threatening behaviour (including, without limitation, physical or verbal assault; indecent, offensive, obscene, insulting or threatening language; or theft of property belonging to a Home Owner or Visitor), in which case Park Management may:
 - (A) ask them to leave the relevant area of the Communal Facilities immediately;
 - (B) for repeated breaches, refuse them permission to access and use the Communal Facilities; and
 - (C) communicate with them solely in writing;
 - (6) use the Communal Facilities recklessly or without regard for the Park Rules or for others' use and enjoyment of the Communal Facilities; in which case Park Management may withdraw a Home Owner's right to use any or all of the Communal Facilities;
 - (7) remove any equipment, furniture or other items from the Communal Facilities;
 - (8) add anything or make any improvements to the Communal Facilities without the prior written approval of Park Management, which will be at Park Management's sole and absolute discretion and on such terms and conditions as Park Management deems appropriate;
 - (9) smoke, vape or the like in, or in close proximity to, the Communal Facilities, unless in an area signed and designated by Park Management for smoking and on the basis that butts are disposed of correctly;
 - (10) use any illegal drugs or other substances in, or in close proximity to, the Communal Facilities;
 - (11) consume alcohol:
 - (A) in any facilities in which alcohol cannot be consumed;

- (B) other than in areas designated by Park Management as an area where the consumption of alcohol is permitted; or
 - (C) excessively,
- noting that, where alcohol is served, the principles of the responsible service of alcohol apply;
- (12) use any of the Communal Facilities while under the influence of alcohol or drugs;
- (13) have glass containers or receptacles or any form of glassware within the swimming pool area;
- (14) allow a Pet (except for an Excluded Animal) to be brought into, or in close proximity of, the Communal Facilities;
- (15) conduct illegal activities or engage in behaviour that may endanger other persons in, or in close proximity to, the Communal Facilities;
- (16) obstruct:
 - (A) any Home Owner's or Visitor's ability to use the Communal Facilities; and
 - (B) Park Management or its employees, agents and contractors in the performance of their duties with respect to the Communal Facilities; and
- (17) with respect to Park Management, any other home owner (or their Visitors) or any other person lawfully in the Communal Facilities, cause them or expose them to any health and safety risks in the Communal Facilities.
- (d) Home Owners and Visitors using the Communal Facilities do so at their own risk (unless the Park Owner or the Park Owner's employees, contractors or agents causes the Home Owner loss because they are negligent, have breached a contractual duty of care, or are in breach of the Act).
- (e) Park Management and its representatives are permitted to use the Communal Facilities in accordance with the Park Rules.

1.6 Bookings

- (a) Park Management will establish and operate a booking system to ensure the orderly and fair operation and use of the Communal Facilities.
- (b) Each booking of a Communal Facility must be:
 - (1) made in accordance with Park Management's booking system; and
 - (2) approved by Park Management.
- (c) Use of the Communal Facilities will be granted on a "first come, first served" basis, such that:
 - (1) no guarantee can be given that booking requests can or will be accommodated; and

- (2) a valid booking confirms to others that the person/s who made the booking will be using the relevant Communal Facility during the time period to which the booking applies,

but Park Management reserves the right to decline a booking for any reason.
- (d) Bookings that, in the reasonable opinion of Park Management, monopolise a Communal Facility cannot be made without the prior approval of Park Management, which will be at Park Management's sole and absolute discretion. In doing so, Park Management will assess the appropriateness of the event or function having regard to the community and other Home Owners' interests.
- (e) To the extent permissible by law and subject to the Act, should a dispute arise between Home Owners in relation to the booking of a Communal Facility, the dispute will be determined by Park Management acting reasonably; and the Home Owners will observe that decision.
- (f) If a Home Owner uses a Communal Facility (other than for their sole personal use) for a function, event or activity, the Home Owner who books the function, event or activity:
 - (1) will be fully responsible for:
 - (A) ensuring that the Park Rules are complied with;
 - (B) the function, event or activity at their own risk;
 - (C) complying with all laws with respect to the service or sale of alcohol; and
 - (D) all attendees or participants at the function, event or activity; and
 - (2) if required by Park Management, must hold an appropriate level of public liability insurance for the function, event or activity.
- (g) The Communal Facilities must not be used contrary to any booking system that is operated.

Park Rule 2 Making and abatement of noise

2.1 Noise

- (a) Within the Residential Park, Home Owners and their Visitors must:
 - (1) comply with all relevant Government Authority laws and requirements with respect to noise and the times within which noise is permitted (except in the event of an emergency which necessitates urgent remediation or work to be performed outside of these hours);
 - (2) not create noise that:
 - (A) may be an annoyance or nuisance to; or
 - (B) is likely to interfere with the peaceful and quiet enjoyment of, other Home Owners, Visitors or persons lawfully in the Residential Park;

- (3) not hold, or permit to be held, any social gathering that causes noise which unlawfully interferes with the peaceful and quiet enjoyment of other Home Owners or Visitors within the Residential Park;
 - (4) ensure that all musical instruments, wirelesses, radiograms, television sets and the like are controlled so that the sound emanating therefrom is at a reasonable level so as not to cause annoyance to other Home Owners or Visitors within the Residential Park; and
 - (5) comply with any reasonable directions given by Park Management regarding noise.
- (b) In the event of unavoidable noise, Home Owners must take all practical steps to minimise annoyance to other Home Owners and Visitors, including by (where relevant and appropriate) closing all doors, windows and window coverings of the relevant area.
- (c) When Home Owners and their Visitors:
- (1) leave their Site Area, the Communal Facilities or the Residential Park; or
 - (2) return to their Site Area, the Communal Facilities or the Residential Park,
- late at night or in the early morning hours, they must do so quietly.
- (d) Excessive noise, the sounding of horns, whistles, bells and similar devices, or boisterous behaviour is prohibited.

Park Rule 3 Carrying on of sporting and other recreational activities

3.1 Nuisance or annoyance

Home Owners and their Visitors:

- (a) will not permit or carry on any sport or recreational activity that is unsafe, or is a nuisance or an annoyance to other Home Owners, Visitors or persons lawfully in the Residential Park; and
- (b) must comply with any reasonable directions given by Park Management regarding the carrying on of such activities.

3.2 Bicycles, scooters, roller skates, electric scooters and the like

"Wheeled recreational devices" are generally propelled by human power and are used for recreation or play. They include, but are not limited to, bicycles, rollerblades, roller skates, skateboards and foot scooters. A foot scooter with a small electric motor (200 watts or under) that has a maximum speed of 10km is also a wheeled recreational device. Wheeled recreational devices are permitted to be ridden and/or used on the Residential Park's roads and designated pathways only on the basis that the operator does so entirely at their own risk, and the operator must:

- (a) not exceed 20 km/hr;
- (b) comply with the road rules in force for the use of public roads in Queensland from time to time;
- (c) wear an approved safety helmet in accordance with Queensland transport regulations;
- (d) ride and/or use them with due care and consideration for other persons lawfully within the Residential Park;

- (e) not unreasonably disturb or cause a nuisance to any person lawfully in the Residential Park;
- (f) not park or leave them on or within any road, pathway, frontage of a Site or Communal Facility in the Residential Park; and
- (g) take appropriate safety precautions when riding and/or using them at night.

3.3 Children

- (a) Home Owners are responsible for supervising and exercising effective control over any Children visiting the Home Owner while they undertake any permitted sporting or recreational activities in the Residential Park.
- (b) Playing or riding bikes, scooters or the like within the Site Area or the Residential Park's roads, walking paths or other thoroughfares is permitted provided that:
 - (1) the operator of the equipment wears a helmet and is under adult supervision; and
 - (2) such activity:
 - (A) is entirely at the risk of the Home Owner and operator of the equipment; and
 - (B) otherwise complies with Rule 3.2.

3.4 Other sporting activities

Unless in a designated area (if any) for the relevant sport or pastime, playing ball games or other sports on the Residential Park's roads, walking paths or other thoroughfares, or the Residential Park's green zones, is prohibited.

Park Rule 4 Speed limits for, and parking of, Vehicles

4.1 Speed limits for Vehicles

- (a) The roadways within the Residential Park are designated shared zones in which pedestrians have absolute right of way.
- (b) Vehicles driven within the Residential Park must be kept on the roadways designated for vehicular traffic only.
- (c) Vehicles must not exceed a speed limit, unless otherwise signed, of 20 km/hr within the Residential Park.
- (d) Park Management may direct any person operating a Vehicle in the Residential Park in excess of the speed limit to remove their Vehicle from the Residential Park.

4.2 Parking of Vehicles

- (a) Home Owners must park their Vehicles wholly within:
 - (1) the garage part of the Home Owner's Manufactured Home only; or
 - (2) the driveway of the Home Owner's Site Area on a temporary basis (for less than 12 hours and not overnight) only,

and not parked otherwise, elsewhere in the Residential Park or in a manner that obstructs access to any part of the Residential Park.

- (b) Vehicles (or any part of them) must not be parked or be allowed to stand:
 - (1) on the Communal Facilities in the Residential Park;
 - (2) on roadways, footpaths, verges, reserves or other common areas in the Residential Park unless in a designated Vehicle parking space;
 - (3) in a manner that:
 - (A) obstructs access to any part of the Residential Park; or
 - (B) causes a nuisance to any person lawfully in the Residential Park.
- (c) Visitors:
 - (1) must park their motor vehicles:
 - (A) in accordance with Rule 4.2(a); or
 - (B) in the Visitor Car Park during the periods allowed by Park Management; and
 - (2) must not bring any caravan, campervan, campertrailer, boat, jet ski, trailer, recreational vehicle, motorhome, unregistered vehicle, unroadworthy vehicle, bus or similar property into the Residential Park.
- (d) The Visitor Car Park is to be used by Visitors only and is not permitted to be used for any form of long-term parking.
- (e) Tradesperson or delivery Vehicles must be:
 - (1) parked in accordance with Rule 4.2(a);
 - (2) not parked on roads, footpaths, verges, park reserves or on the Communal Facilities; and
 - (3) not parked in a way that hinders Park Management, any other home owner, or any other person lawfully in the Residential Park.
- (f) Only Vehicles that:
 - (1) are registered;
 - (2) have adequate third party insurance;
 - (3) are roadworthy; and
 - (4) do not have a noisy exhaust or motor, or that leak excessive oil or other fluids (in which case, any damage that is caused to the Residential Park by doing so must be removed, cleaned or fixed by the person responsible),may enter, be driven (by persons who are appropriately licensed) or be parked in the Residential Park.
- (g) Vehicles must be parked in accordance with any applicable signage in the Residential Park.

- (h) While parked, no work (apart from very minor repairs) is to be performed on a Vehicle.
- (i) Vehicles may be parked on the driveway of the Home Owner's Site Area, or in the designated wash bays in the Residential Park, while they are being washed.
- (j) Trucks and large commercial vehicles are not permitted to enter or park in the Residential Park except to deliver goods or services with the prior written approval of Park Management.
- (k) Home Owners and their Visitors must otherwise comply with any reasonable direction given by Park Management regarding the parking of Vehicles.
- (l) If the owner or operator of any Vehicle does not comply with, or does not operate that Vehicle in accordance with, this Park Rule, they may be refused entry in that Vehicle or be required to remove that Vehicle from the Residential Park.

Park Rule 5 Disposal of refuse

5.1 Refuse

- (a) Refuse must be appropriately disposed of in the Home Owner's designated rubbish bins for such refuse (being, a general waste bin for general refuse and a recycling bin for recyclable materials).
- (b) Refuse must not be placed, or be permitted to accumulate, anywhere on the Site Area, the Communal Facilities or the Residential Park.
- (c) If refuse is created during the use of any Communal Facility, it must be placed in the general waste or recycling bins or receptacles provided in that Communal Facility. Such bins or receptacles must not be used by Home Owners or Visitors to dispose of their own household refuse.
- (d) Bulky items of refuse that do not fit within the relevant bins or receptacles provided must be removed from the Residential Park at the Home Owner's expense.
- (e) Government Authority laws and requirements with respect to the disposal of refuse must be complied with.
- (f) The health, hygiene and comfort of persons lawfully in the Residential Park must not be adversely affected by the disposal of refuse.
- (g) Refuse must not be burned under any circumstances.

5.2 Storage of bins

- (a) Rubbish bins must be stored out of sight within the Site Area, with their lids closed and in a clean and odourless condition.
- (b) Rubbish bins must not be stored or positioned at the front of the Site Area except for collection purposes on the day the rubbish bin is to be collected.
- (c) Rubbish bins must not be used for any other purpose or be removed from the Site Area.

5.3 Collection

- (a) The Home Owner's:

- (1) general waste bin will be collected weekly; and
- (2) recycling bin will be collected fortnightly,
or as advised by Park Management or the relevant Government Authority.
- (b) Home Owners must ensure that their general waste and recycling bins are placed on the verge at the front of the Site Area for collection at the times specified in (a) above (and for no longer than a period of twenty-four (24) hours before or after the scheduled collection).

Park Rule 6 Keeping of Pets

6.1 Requirement for approval

Home Owners must not:

- (a) bring to, or keep within, the Residential Park any animal (except for an Excluded Animal) without the prior written approval of Park Management under this Park Rule; or
- (b) permit Visitors to bring to, or keep within, the Residential Park any animal (except for an Excluded Animal).

6.2 Application for approval

- (a) If a Home Owner wishes to keep a Pet (except for an Excluded Animal), the Home Owner must first make a written application to Park Management, in the form required by Park Management, for approval.
- (b) The Home Owner's application will be considered and, in the sole and absolute discretion of Park Management, may be (subject to all laws, Government Authority requirements and regulations):
 - (1) refused; or
 - (2) accepted on reasonable terms and conditions, including the requirements of Park Rule 6.
- (c) An Excluded Animal does not require Park Management approval. However, the Home Owner must notify Park Management if the Home Owner intends to keep, or keeps, an Excluded Animal.
- (d) Approval will not be given for a Prohibited Animal.
- (e) An approval given by Park Management under this Park Rule:
 - (1) will terminate upon:
 - (A) the Pet passing away (such that a fresh written application will be required for any replacement Pet) (except for an Excluded Animal); or
 - (B) the termination or assignment of the Site Agreement pursuant to the Act; and
 - (2) may, in the sole and absolute discretion of Park Management, be revoked:
 - (A) if the terms and conditions attaching to the approval and/or the Park Rules are not complied with; and

(B) after giving 7 days' written notice of the revocation to the Home Owner.

- (f) Park Management may direct a Home Owner to remove an animal (except for an Excluded Animal) from the Residential Park if:
- (1) approval has not been sought and/or obtained for that animal; or
 - (2) the approval for that animal has been terminated or revoked in accordance with this Park Rule,

and the Home Owner will promptly comply with any such direction.

6.3 Requirements for the keeping of Pets and Excluded Animals

- (a) When keeping a Pet or an Excluded Animal, Home Owners must ensure that:
- (1) the terms and conditions of Park Management's approval to do so are complied with; and
 - (2) the following requirements – all of which equally apply to Excluded Animals except where noted below – are also complied with, except where that is not practicable (e.g. for a fish).

(b) Pets must:

- (1) be contained, and be under the effective control of the Home Owner, at all times;
- (2) when on the Site Area, be kept within the Site Area at all times (and the Home Owner is responsible for ensuring that this can be achieved at the Site Area);
- (3) when not on the Site Area or any designated off-leash area, be kept on a lead at all times within the Residential Park and held by a person capable of controlling the Pet;
- (4) wear a conspicuous identification tag (clearly displaying the Home Owner's name and contact details) and be micro-chipped;
- (5) be de-sexed (unless otherwise approved by Park Management – e.g. for competitive or "show" animals);
- (6) be vaccinated;
- (7) have a current veterinary certificate (to be renewed annually or otherwise when required); and
- (8) be, and remain, registered (with such registration being renewed annually or otherwise when required),

and, where relevant the Home Owner must present to Park Management written evidence of any of the above requirements upon request.

(c) For a Pet that is a cat, the Pet must:

- (1) primarily be an indoor cat; and
- (2) wear a collar and bell.

(d) Pet droppings, excrement or other bodily waste product must be cleared immediately, the relevant area cleaned (if required), and disposed of appropriately.

- (e) Pets must not:
 - (1) be permitted to roam freely outside of the Site Area;
 - (2) interfere with the peaceful and quiet enjoyment of a person lawfully within the Residential Park;
 - (3) cause a nuisance or annoyance by excessive noise or other disruptive behaviour towards any person or animal lawfully within the Residential Park;
 - (4) cause harm, discomfort or destruction;
 - (5) exhibit aggressive, menacing or dangerous behaviour towards any person or animal lawfully within the Residential Park; or
 - (6) be kept, bred or maintained for any commercial purpose.
- (f) Pets are not permitted in or on the Communal Facilities, other than in areas that may be designated for Pets. This does not apply to Excluded Animals.
- (g) Pets must be kept in accordance with all laws, Government Authority requirements and regulations.
- (h) Complaints with respect to any Pet within the Residential Park must be made in writing to Park Management, which (subject to all laws, Government Authority requirements and regulations) will:
 - (1) investigate and assess the complaint; and
 - (2) if necessary, make any decision deemed appropriate regarding the Pet and its approval to be kept within the Residential Park, which the Home Owner must comply with.
- (i) The Home Owner is responsible for, and indemnifies Park Management with respect to, any loss or damage caused to any person or property by:
 - (1) their Pet;
 - (2) their Excluded Animal; or
 - (3) an animal (except for an Excluded Animal) that is:
 - (A) not approved by Park Management in accordance with this Park Rule; and
 - (B) brought by the Home Owner or their Visitors into the Residential Park,and must:
 - (4) rectify the loss or damage to Park Management's reasonable satisfaction; and/or
 - (5) reimburse any costs reasonably incurred by any person as a result.
- (j) If any animal is loose within the Residential Park, Park Management may:
 - (1) restrain the animal;
 - (2) deliver the animal to a pound; or

- (3) arrange for the relevant authority or service having power to deal with wandering animals to remove the animal.

Definitions

In these Park Rules:

Act means the *Manufactured Homes (Residential Parks) Act 2003* (Qld).

Children means persons under 16 years of age.

Communal Facilities means all facilities in, and all other parts of, the Residential Park (including its common areas) made available for the use, personal comfort, convenience or enjoyment of persons lawfully authorised to be in the Residential Park, and not intended for exclusive use by any person including, but not limited to:

- (a) clubhouse, including:
 - (1) library;
 - (2) cinema and theatre;
 - (3) craft room;
 - (4) bar and games room;
 - (5) wine lounge;
 - (6) lounge and dining areas;
 - (7) residents kitchen (for private functions, not for serviced meals); and
 - (8) dance floor and stage;
- (b) barbeque areas;
- (c) swimming pools (indoor and outdoor);
- (d) gymnasium and yoga room;
- (e) sauna;
- (f) tennis and pickleball courts;
- (g) bowling green;
- (h) fire pit;
- (i) hobby shed;
- (j) putting green;
- (k) RV wash bay;
- (l) community garden;
- (m) dog off leash area;

- (n) lake zone and walking trail;

and any new or altered facility or common area that comes into existence at any point in time, but excluding the Residential Park's RV storage area and RV short term stay area.

Communal Facility means one of the Communal Facilities.

Excluded Animal means:

- (a) a guide dog or other service animal required due to a visual, hearing or other disability; and
- (b) fish in an indoor aquarium.

Government Authority means any relevant government or other authority having jurisdiction in respect of the Residential Park and includes, without limitation, any governmental or semi-governmental administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

Home Owner means one or all home owners (as the context permits) that are a party to a Site Agreement.

Manufactured Home means a manufactured home that is owned by a Home Owner and positioned on the Home Owner's Site Area pursuant to a Site Agreement, and includes all items and other fittings:

- (a) affixed or otherwise connected to the Manufactured Home; or
- (b) adjacent to the Manufactured Home and within the Site Area that are owned by the Home Owner.

Park Management means the Park Owner and/or the Park Manager.

Park Manager means the person or entity appointed by the Park Owner from time to time to oversee the day-to-day operation of the Residential Park.

Park Owner means the owner of the Residential Park.

Pet means one dog or cat or any other animal approved by Park Management in its sole and absolute discretion under Park Rule 6.

Prohibited Animal means:

- (a) a dog that is:
- (1) a regulated dog for the purposes of the *Animal Management (Cats and Dogs) Act 2008* (Qld); or
 - (2) a menacing or dangerous dog breed;
- (b) insects;
- (c) reptiles;
- (d) livestock;
- (e) poultry; and
- (f) any similar animal.

Residential Park means the areas of land that comprise Lakeview Springs Lifestyle Resort located at 77 Spring Way, Nikenbah, Qld, 4655.

Site means land at the Residential Park that is rented or available for rent under a Site Agreement pursuant to the Act.

Site Agreement means an agreement under the Act between a Home Owner and the Park Owner that (amongst other things) provides for the Home Owner's occupation of a designated Site at the Residential Park.

Site Area means an individual Home Owner's Site as designated by their Site Agreement.

Vehicle means a wheeled, self-propelled vehicle that is lawfully registered to carry a person or passengers for private purposes on roads (but does not include any truck or other similar vehicle required to be licensed or registered for commercial purposes) and also includes, without limitation, a motorcycle, electric or motorised scooter, electric or motorised golf cart or buggy, boat, jet ski, caravan, campervan, campertrailer and trailer.

Visitor Car Park means the designated parking spaces within the Residential Park for the parking of Visitors' motor vehicles.

Visitors means any authorised occupant, contractor, tradesperson, visitor or other invitee of the Home Owner.

Interpretation

(a) **Park Management's consent, approval or authority**

- (1) A reference in the Park Rules to any consent, approval or authority of Park Management means written consent or approval.
- (2) Where Park Management's consent is required, it must be obtained before the act, matter or thing is done.
- (3) Park Management's consent or approval may be granted unconditionally, or subject to conditions, in the sole and absolute discretion of Park Management (unless otherwise provided in the Park Rules or the Act).
- (4) Park Management may withdraw any consent or approval given if:
 - (A) the Home Owner or their Visitors breaches a condition of the consent or approval; or
 - (B) Park Management subsequently determines that the consent or approval interferes with the rights or interests of other Home Owners or their Visitors at the Residential Park.

(b) **Severance**

If anything in the Park Rules is or is determined to be void or voidable by any party, unenforceable or illegal, it must be read down to the extent required to give the provision legal effect.

Annexure to Form 1B, Sections 6 and 7

Lakeview Springs Lifestyle Resort, including its communal facilities and services, will be developed in stages and may not be completely developed by the Commencement Date of the Site Agreement.

As at the date of this document, the Park Owner intends to provide communal facilities and services at Lakeview Springs Lifestyle Resort in accordance with the reasonably anticipated timeframes, and dependent on the factors and circumstances, noted below.

Stage 1 Facilities

The Park Owner currently provides the following communal facilities and services at Lakeview Springs Lifestyle Resort (referred to as the **Stage 1 Facilities**):

- front gates;
- gatehouse;
- manager's office; and
- some communal gardens in completed areas.

Stage 2 Facilities

The Park Owner currently intends to provide the following communal facilities and services at Lakeview Springs Lifestyle Resort (referred to as the **Stage 2 Facilities**):

- clubhouse, inclusive of:
 - library;
 - cinema and theatre;
 - craft room;
 - bar and games room;
 - wine lounge;
 - lounge and dining areas;
 - residents kitchen (for private functions (not for serviced meals));
 - dance floor and stage;
- barbeque areas;
- swimming pools (indoor and outdoor);
- gymnasium and yoga room;
- sauna;
- tennis and pickleball courts;

Annexure to Form 1B, Sections 6 and 7

- bowling green;
- fire pit;
- putting green;
- RV wash bay;
- RV storage area;
- community garden;
- dog off leash area;
- RV short term stay area;
- lake zone and walking trail (in part); and
- communal gardens in completed areas.

The Park Owner reasonably estimates that works to construct the Stage 2 Facilities will commence by approximately mid 2024.

On that basis, the Park Owner reasonably estimates that the Stage 2 Facilities will be completed and operational in the period between approximately March 2026 and approximately September 2026.

Stage 3 Facilities

The Park Owner currently intends to provide the following additional communal facilities and services at Lakeview Springs Lifestyle Resort (referred to as the **Stage 3 Facilities**):

- hobby shed;
- lake zone and walking trail (balance); and
- remaining communal gardens in completed areas.

The Park Owner reasonably estimates that works to construct the Stage 3 Facilities will commence during approximately 2024 or 2025.

On that basis, the Park Owner reasonably estimates that the Stage 3 Facilities will be completed and operational during approximately 2026 or 2027.

Availability and timing

The availability and timing of the Stage 1 Facilities, Stage 2 Facilities and Stage 3 Facilities (**Facilities**) is dependent on public and home owner demand and may be subject to change at the Park Owner's discretion.

The:

- timing of the commencement of works to construct the Facilities;

Annexure to Form 1B, Sections 6 and 7

- timing of the completion and operation of the Facilities; and
- provision of the Facilities,

as noted earlier in this document are subject to, dependent on and may be affected by a range of factors including:

- market conditions;
- acts beyond the reasonable control of the parties, including:
 - weather conditions;
 - tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
 - strikes, lockouts or other industrial disputes;
 - war, riot, civil strife, invasion, terrorist act, explosion, fire or other act of God;
 - shortage or delay in the availability of labour, trades, contractors, goods, materials, plant or equipment required for construction;
 - delays by authorities in giving approvals; and
 - any lawful direction or order by a government body or authority;
- the terms of any applicable development approvals or permits; and
- any applicable physical or other constraints that become apparent in the construction of Lakeview Springs Lifestyle Resort.

The Park Owner reserves the right to:

- alter the timing of the commencement of works to construct the Facilities;
- alter the timing of the completion and operation of the Facilities; or
- change, alter or not proceed with any of the Facilities,

due to the impact of any of the above factors.

In such circumstances, the Park Owner will notify the Home Owner of the likely alternative reasonably estimated timeframe/s within which the Facilities will be completed subject to any of the above factors.

Subject to Sections 72 and 73 of the *Manufactured Homes (Residential Parks) Act 2003 (Qld)* (**Act**) and the Home Owner's rights generally under the Act and the Site Agreement, the Home Owner will not object to the Park Owner exercising any of these rights.

ATTACHMENT E

Visitors

- a) *Visitors must not be in the Residential Park, the Site Area or the Manufactured Home while their respective host Home Owner is not present.*

- b) *The Home Owner must ensure that Visitors' Vehicles are parked only in car spaces provided for Visitor parking or in accordance with Special Term 8.1 (b):*
 - (1) while the Visitors are located within the Residential Park only; and
 - (2) during the periods allowed by the Park Owner.

- c) *The Home Owner must inform their Visitors of the Residential Park's rules and policies, including the terms of the Site Agreement and the Park Rules.*

- d) *The Home Owner must ensure that their Visitors comply with the Residential Park's rules and policies, including the terms of the Site Agreement and the Park Rules.*

- e) *The Home Owner is responsible for:*
 - (1) the admittance (entry) of their Visitors to the Residential Park as well as their exit from the Residential Park;
 - (2) all acts and conduct of the Home Owner's Visitors in the Residential Park at any time; and
 - (3) ensuring that their Visitors immediately leave the Residential Park if they do not comply with the Residential Park's rules and policies, including the terms of the Site Agreement and the Park Rules.

- f) *The Home Owner must ensure that their Visitors do not bring the following into the Residential Park:*
 - (1) their caravans, campervans, campertrailers, boats, jet skis, trailers, recreational vehicles, motorhomes, unregistered vehicles, unroadworthy vehicles, buses or other similar property (which also must not be parked in the Visitor car parking spaces); or
 - (2) their pets.

g) The Home Owner may have Visitors stay with the Home Owner on a temporary basis in the Manufactured Home for a maximum total of 3 months over the course of a calendar year (for all of the Home Owner's Visitors in total over the course of a calendar year, and not per Visitor), subject to the terms of the Site Agreement and the Park Rules. Visitor stays other than as provided in this Special Term are subject to the Park Owner's approval in its sole discretion.

h) The Home Owner must not allow unauthorised persons or vehicles into the Residential Park, and must notify the Park Owner immediately if they become aware that an unauthorised person or vehicle is attempting to enter, or has entered, the Residential Park.

i) As the Visitor call function at the front entry gates to the Residential Park utilises the Home Owner's mobile phone number, the Home Owner must notify the Park Owner of:

- (1) the Home Owner's mobile phone number; and*
- (2) any change to the Home Owner's mobile phone number promptly upon the change occurring.*

Supervision of children

a) The Home Owner is responsible for the activities and supervision of children visiting the Home Owner. `

b) Visitors under 16 years of age:

- (1) are not permitted in the hobby shed; and*
- (2) must be accompanied and effectively supervised by the Home Owner in the Residential Park, or while using any of the Residential Parks facilities (where permitted to do so), at all times.*