

# 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 22 May 2025 *[insert date]*. Some of the information included may not apply to existing site agreements.

Park owner signature Shane Mackenzie Digitally signed by Shane Mackenzie  
Date: 2025.05.23 11:32:24 +10'00' Date 22 May 2025

### Residential park details

Park name RV Lifestyle Village Oceanside  
Phone 07 4155 5035  
Park address 50 Marshall Street  
Suburb Burnett Heads State Qld Postcode 4670  
Website [www.rvlifestylevillage.com.au](http://www.rvlifestylevillage.com.au) Number of current manufactured home sites 435  
Park contains: ☒ only manufactured homes ☐ multiple dwelling types (see section 15)  
Total number of sites (including other dwelling types) currently in park 435

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 <sup>2021</sup> .....

## 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 under section 70B.

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

\$223.32 (excluding GST) / \$235.60 (including GST) .....

This applies to site agreements entered from <sup>1 Oct 2024</sup> ..... 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

Basis 1 - CPI .....

Basis 2 - 3.5% .....

**General increase day** ..... <sup>Annually on 1 October</sup> ..... (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)

The park owner will notify home owners of the Basis for the increase in the manner specified in the site agreement and in accordance with the notice periods prescribed by the Manufactured Homes (Residential Parks) Act 2003. ....

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

<b>4 Electricity</b>	<p>Service Charge/s (individually measured and/or metered)</p> <p><input type="checkbox"/> Included in site rent    <input checked="" 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 checked="" 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 checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>For more information about embedded networks see:</p> <p><a href="https://www.aer.gov.au/consumers/understanding-energy/embedded-networks-customers">https://www.aer.gov.au/consumers/understanding-energy/embedded-networks-customers</a></p> <p>Can solar panels be installed on manufactured homes?</p> <p><input checked="" 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 checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>If yes, specify</p> <p>As specified in Special Term 9.5 of the site agreement.....</p> <p>.....</p>
<b>5 Water</b>	<p>Service Charge/s (individually measured and/or metered)</p> <p><input type="checkbox"/> Included in site rent    <input checked="" 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 checked="" type="checkbox"/> Not included in Site Rent</p> <p><input type="checkbox"/> Other (specify) .....</p> <p>.....</p>

<b>6 Sewage</b>	<p>Service Charge/s</p> <p><input checked="" 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 checked="" type="checkbox"/> Included in site rent    <input type="checkbox"/> Not included in Site Rent</p> <p><input type="checkbox"/> Other (specify) .....</p>
<b>7 Gas</b>	<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 checked="" type="checkbox"/> Other (specify) .....  <small>Not supplied by Park Owner. If available, Home Owner to obtain directly from supplier.</small></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 checked="" type="checkbox"/> Other (specify) .....  <small>Not supplied by Park Owner. If available, Home Owner to obtain directly from supplier.</small></p>
<b>8 Telephone</b>	<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 checked="" type="checkbox"/> Other (specify) .....  <small>Not supplied by Park Owner. If available, Home Owner to obtain directly from supplier.</small></p>
<b>9 Internet</b>	<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 checked="" type="checkbox"/> Other (specify) .....  <small>Not supplied by Park Owner. If available, Home Owner to obtain directly from supplier.</small></p>
<b>10 Other utilities and services</b>	<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:

Monday to Friday 8am to 4pm, after hours for emergencies only.

**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**

0497 977 757

**Do any other staff work in the residential park?**

☒ Yes ☐ No

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

Administration, cleaning, grounds maintenance

## 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 Regular exercise classes, a workshop and games room with bowling alley, golf simulator, pool and table tennis tables. Art/craft room

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

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

☒ BBQ area outdoors

Details 2 x BBQ's in the breezeway and 2 in the parklands.

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

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

☒ Bowling green

☒ Indoor ☐ Outdoor

Details Currently under construction

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

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

☒ Club House

Details Currently under construction

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

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

☒ Communal open space

Details.....  
.....

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. Resort style swimming pool with ramp and walk in option.

.....

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

.....

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

☒ Tennis court / Pickleball

Details. To be delivered with the next stage of facilities currently in construction.

.....

.....

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

.....

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

☒ Changing rooms and showers at sports facilities

Details.....

.....

☒ Kitchens in communal facilities

Details.....

.....

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

.....

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



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

Vehicle washbay, powered hardstand for caravan/RV (for a fee, depending on length of stay as below)

### 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:

Short term parking only on driveway

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

☒ Yes ☐ No

If yes, specify number of spaces and any conditions

Visitor parking bays

Is there additional parking available for visitor use?

☒ Yes ☐ No

If yes, specify number of spaces Throughout park - 40+

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

10, booking required.

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

2 nights free, charges apply beyond this.

<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 checked="" type="checkbox"/> Security cameras</div><div><input checked="" type="checkbox"/> Key fob/pin code operated Security gates</div><div><input type="checkbox"/> Emergency phones</div><div><input checked="" 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 checked="" type="checkbox"/> Wheelchair-accessible toilets</div><div><input checked="" type="checkbox"/> Extra-wide doors</div><div><input checked="" type="checkbox"/> Wheelchair-accessibility to Letterboxes</div><div><input checked="" type="checkbox"/> Wheelchair-accessibility to Residential Park Office</div></div><div><div>What parts of the park have these features?</div><div><div>All facilities</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

<b>16 Other dwellings</b>	<p>Does the park contain dwellings other than manufactured homes (i.e., is a mixed-use park)?</p> <p><input type="checkbox"/> Yes   <input checked="" 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>
<b>17 Development</b>  <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 checked="" 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>On completion, 435 dwellings.....</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>8 rink Lawn Bowls, Auditorium, Club House, Cinema, Commercial Kitchen, Tennis &amp; Pickle Ball courts.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
<b>18 Home owners committee</b>	<p>Does the park have a home owners' committee?</p> <p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p>
<b>19 Letting the home</b>	<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 checked="" type="checkbox"/> No</p> <p>If yes, detail any restriction on letting:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

## 20 Temporary stays

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)?

☒ Yes ☐ No

If yes, detail any limitations or requirements?

House and pet sitting is prohibited.....

Visitors can visit for a maximum of fourteen (14) consecutive nights

at a time, and no greater than a total of fifty-six (56) nights over the

course of a calendar year:.....

## 21 Insurance

Please provide details about any insurance taken out over the park land and/or facilities

Are the communal facilities and land in the residential park insured?

Yes ☒ No ☐

### What is covered by the insurance?

☒ Flood    ☒ Storm    ☒ Fire    ☒ Public liability

Note: home owners will generally be responsible for insuring their own property in the park.

## Are home owners required to insure their manufactured home?

Yes ☒ No ☐

If yes, provide details:

Home owners are required to insure their home and provide the park ..... owner with a certificate of currency.

## Part 5 – Park Rules

### 22 Pets

Are there any restrictions on pets in the park?

☒ Yes ☐ No

If yes, provide details:

Must be approved, registered, microchipped and desexed. Restrictions apply to large or aggressive breeds.

### 23 Park rules

Please provide a list of the park rules (may be provided as an attachment)

Refer to Park Rules Document.

Park rules are:

~~Park Rule 1 Use and operation of the Communal Facilities~~

Park Rule 2 Making and abatement of noise

Park Rule 3 Carrying on of sporting and other recreational activities

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

Park Rule 5 Disposal of refuse

~~Park Rule 6 Keeping of Pets~~

## Part 6 – Park details and operations

### 24 Park owner details

☐ Individual owner/s

Title.....Full name .....

Title.....Full name .....

Title.....Full name .....

☒ Corporate owner

Full company / corporation name

RV Lifestyle Village Oceanside Pty Ltd

Australian Company Number (ACN) 621 707 391

Australian Business Number (ABN) 49 621 707 391

Business address

50 Marshall Street

Suburb Burnett Heads State Qld Post code 4670

Phone number 07 4155 5035

Email address info@rvlifestylevillage.com.au

### 25 Park contact

Please provide contact details for the residential park for information and enquiries if different from above.

Contact name Jenny Duckworth

Park phone 0497 977 757

Park email jenny@rvlifestylevillage.com.au

## 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](http://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](mailto:regulatoryservices@housing.qld.gov.au)

Website: [www.housing.qld.gov.au/housing](http://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](mailto:qrvpas@caxton.org.au)

Website: [www.caxton.org.au](http://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](http://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: [slass@caxton.org.au](mailto:slass@caxton.org.au)

Website: [www.caxton.org.au/sails\\_slass](http://www.caxton.org.au/sails_slass)

### **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](mailto:enquiries@qcat.qld.gov.au)

Website: [www.qcat.qld.gov.au](http://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](mailto:info@qls.com.au)

Website: [www.qls.com.au](http://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](http://www.justice.qld.gov.au)

# Park Rules

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**RV Lifestyle Village Oceanside**



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The Park Rules contain rules about the use, enjoyment, control and management of the Residential Park with respect to certain prescribed matters. The Park Rules are in addition to, and complement, the terms of Home Owners' Site Agreements.

The Park Rules are based on common sense 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**

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#### **1.1 Park Manager**

- (a) The Park Manager will be available during the hours determined by Park Management from time to time.
- (b) The Residential Park's office is located in the Reception building and its opening hours are 10.00am to 2.00pm on weekdays, (hours subject to change by Park Management from time to time).
- (c) The Park Manager may be contacted by telephone on 07 4155 5035 or 0497 977 757 or by email, [info@rvlifestylevillage.com.au](mailto:info@rvlifestylevillage.com.au) during office hours, after hours or in an emergency.
- (d) Where practical to do so, if a Home Owner requires the assistance of the Park Manager, the Home Owner should contact the Park Manager by telephone or email and, if necessary, make an appointment to discuss the matter.
- (e) If a Home Owner wishes to report an issue with respect to, or request that maintenance be performed to, any Communal Facility:
  - (1) the Home Owner must notify the Park Manager; and
  - (2) Park Management will consider the matter and take such steps that Park Management considers reasonable and necessary in the circumstances.
- (f) If a Home Owner becomes aware of any damage, loss or equipment failure with respect to any Communal Facility, this must be immediately reported to the Park Manager.

#### **1.2 Visitors**

- (a) Visitors must observe and comply with the Park Rules.

- (b) Home Owners must:
  - (1) accompany their Visitors in the Communal Facilities;
  - (2) inform their Visitors of the Park Rules;
  - (3) ensure that their Visitors comply with the Park Rules;
  - (4) supervise Children with or visiting the Home Owner while they are within or using the Communal Facilities at all times; and
  - (5) if their Visitors:
    - (A) disturb the peace and quiet of others lawfully in the Communal Facilities; or
    - (B) fail and/or refuse to comply with the Park Rules,promptly cause such person/s to leave the Communal Facilities. In such circumstances, Park Management may also ask the Visitors to leave the relevant area of the Communal Facilities immediately; and, for repeated breaches, refuse them permission to access and use the Communal Facilities.
- (c) Home Owners are responsible for:
  - (1) the safe use of the Communal Facilities by their Visitors;
  - (2) the conduct of their Visitors and any non-compliance by their Visitors with the Park Rules; and
  - (3) the activities and supervision of Children with or visiting the Home Owner while they are within or using the Communal Facilities.

### **1.3 Access and security**

- (a) Access to the Residential Park is granted via numberplate recognition or fob key at the main entry and exit gate on Marshall Street, or by fob key at the pedestrian gate on Schleger Street.
- (b) Home Owners' motor vehicle registration details must be notified to the Park Manager in advance in order to permit access via numberplate recognition. Home Owners must notify the Park Manager if they purchase a new motor vehicle or otherwise change their motor vehicle's registration plates.
- (c) Visitors may gain access by dialling the relevant Site number using the keypad at the main entry gate or pedestrian access gate. Home Owners must only provide access to their own Visitors.
- (d) The second entry point located on Stan Faulkner Road is for emergency use only.

- (e) As the Residential Park is a secure gated community, Home Owners must not give any other person access to the Residential Park via any gated or secure 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.
- (f) Tail-gating is not permitted at any vehicular gated entrance to or within the Residential Park.
- (g) Home Owners and Visitors must allow any secure 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.
- (h) Park Management may change any applicable security codes or procedures from time to time, and will promptly inform Home Owners of any such changes.
- (i) Home Owners that become aware of any theft, trespassing or vandalism must advise Park Management immediately.

### 1.4 Emergencies

- (a) If an emergency occurs within the Communal Facilities, phone 000 first, notify Park Management, and otherwise follow the emergency plan in place for the Residential Park.
- (b) Clear access to fire hydrants and hose reels must be provided at all times.
- (c) Wall mounted automated external defibrillator devices (**AED's**):
  - (1) are located in the administration building and in the gymnasium;
  - (2) may be used by anyone (not just medical professionals) if required;
  - (3) must be used in accordance with the instructions provided by the AED; and
  - (4) are, if used, used at the operator's and patient's own risk as serious injury or death can result from an electric shock delivered by an AED.

### 1.5 Mail

- (a) Letters to Home Owners will be delivered by Australia Post to their allocated mailbox at the central mailbox facility on Oceanside Avenue.
- (b) Home Owners are responsible for:
  - (1) clearing their allocated mailbox on a regular basis; and
  - (2) securing their allocated mailbox.
- (c) Parcels and courier deliveries are to be brought to the applicable Home Owner's Site Area, and the Home Owner is responsible for making arrangements to ensure that this occurs and that the parcels and courier deliveries are safely delivered to the Home Owner. The Home Owner must provide the delivery person with access to the Residential Park via the front gate upon arrival in order to do so.

### 1.6 Notice board

- (a) A notice board is located in a prominent position at the Reception building (opposite the craft room entrance) in the Residential Park, or in another location determined by Park Management from time to time.
- (b) In addition to any other matters relevant to the Residential Park, the notice board may be utilised to:
  - (1) promote activities organised at the Residential Park;
  - (2) advertise the formation or organisation of groups and activities at the Residential Park.
- (c) Park Management may, where it is reasonable and lawful to do so, add or remove any notices or advertisements on the notice board.

### 1.7 Presentation

- (a) To maintain the style and presentation of the Residential Park, Home Owners (and their Visitors) must not without the prior written approval of Park Management:
  - (1) plant any tree, plant or shrub in the Communal Facilities;
  - (2) use or develop any part of the Communal Facilities as a garden (except for the Community Garden); or
  - (3) remove or cause any damage to any lawn, garden, landscaping, tree, shrub, plant or flower in the Communal Facilities.
- (b) An approval under this Park Rule:
  - (1) must state the period for which it is given; and

- (2) may be cancelled by Park Management giving 7 days written notice to the relevant Home Owner.

### **1.8 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, Home Owners have precedence over Visitors in the use of the Communal Facilities).
- (b) Home Owners and Visitors must at all times act in a courteous and socially acceptable manner 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.

### **1.9 Further Development in relation to the Communal Facilities**

The Park Owner (or another entity authorised by the Park Owner) may undertake Further Development in relation to the Communal Facilities, which may result in:

- (a) noise, dust, traffic, vibrations or other nuisance; and/or
- (b) Communal Facilities being temporarily unavailable or obstructed,

and the Park Owner (or another entity authorised by the Park Owner) will at all times use reasonable endeavours to ensure that any inconvenience caused is minimised to a reasonably practicable extent.

### **1.10 Withdrawing or restricting access to the Communal Facilities**

- (a) If Park Management has reasonable grounds to do so, Park Management, in its discretion acting reasonably, may:
  - (1) withdraw;
  - (2) temporarily close or restrict access to; or
  - (3) restrict the use by any nominated person of,any of, or any part of, the Communal Facilities.

- (b) Park Management may temporarily close or restrict access to any of, or any part of, the Communal Facilities:
  - (1) as a reasonable response to an emergency;
  - (2) in compliance with any duty or requirement imposed:
    - (A) under any law;
    - (B) by an entity acting under the authority of any law; or
    - (C) by any Government Authority; or
  - (3) where Park Management reasonably considers that the closure or restriction is necessary to protect the health and safety of any person lawfully within the Residential Park.

### **1.11 Opening Hours of Communal Facilities**

The opening hours for the Communal Facilities (where appropriate) will be:

- (a) as noted in the Park Rules, or as advertised (by way of signage or otherwise) by Park Management from time to time; and
- (b) subject to variation at any time for special events, functions or at the sole discretion of Park Management.

### **1.12 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;
    - (C) in accordance with all applicable laws; and
    - (D) subject to the reasonable directions of 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 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 precedence over Visitors in the use of the Communal Facilities);
- (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 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 will be responsible (unless due to fair wear and tear)); and
    - (ii) incident or accident;
- (8) if:
  - (A) the Home Owner or their Visitors:
    - (i) contracts;
    - (ii) has been exposed to; or
    - (iii) is reasonably considered to be at risk of contracting, any notifiable infectious disease; or
  - (B) any notifiable infectious disease occurs in the Communal Facilities,do each of the following:
  - (C) immediately notify Park Management and any Government Authority of the infectious disease;
  - (D) not be present in or use the Communal Facilities;
  - (E) comply with all other reasonable requirements and directions of Park Management with respect to the infectious disease; and
  - (F) comply with all requirements and directions of any Government Authority with respect to the infectious disease; and
- (9) adhere to all reasonable health and safety procedures with respect to the operation or use of the Communal Facilities from time to time where:
  - (A) reasonably required by Park Management; or
  - (B) required by any Government Authority.
- (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;
- (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), 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 discretion and on such terms and conditions as Park Management deems appropriate;
- (9) smoke in, or in close proximity to, the Communal Facilities unless in an area signed and designated by Park Management for smoking (such as the designated area outside of the Games Room) 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 the gymnasium, on the tennis courts or on the bowling green;
  - (B) other than in areas designated by Park Management as an area where the consumption of alcohol is permitted; or

- (C) excessively;
- (12) allow a Pet to be brought into, or in close proximity of, the Communal Facilities;
- (13) conduct illegal activities or engage in behaviour that is menacing or that may endanger other persons in, or in close proximity to, the Communal Facilities;
- (14) 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
- (15) 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).

### 1.13 Bookings

- (a) Park Management will establish and operate a booking system to ensure the orderly 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 may exclude others using the relevant Communal Facility during the time period to which the booking applies.

- (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 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) Park Management reserves the right to charge a bond to accept a booking for a large group function.
- (f) Park Management will display in the Reception Building (or other location determined by Park Management from time to time) details of approved bookings for certain Communal Facilities for an advance period considered reasonable by Park Management; and Park Management will regularly update the display.
- (g) 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.
- (h) If a Home Owner uses a Communal Facility (other than for their sole personal use) for a function, event or activity, then the Home Owner who books the function, event or activity:
  - (1) will be fully responsible for:
    - (A) the function, event or activity at their own risk;
    - (B) complying with service of alcohol laws; and
    - (C) all attendees or participants at the function, event or activity; and
  - (2) must hold an appropriate level of public liability insurance for the function, event or activity.

### **1.14 Group activities**

- (a) Any applicable group activities available to Home Owners may be promoted via display screens throughout the Recreational precinct, via email updates to Home Owners, or via the Residential Park TV channel. Such group activities may be run by external providers, Residential Park staff or volunteers.
- (b) If a Home Owner wishes to participate in a group activity, the Home Owner must:
  - (1) sign-up for the applicable group activity at the Residential Park office; and

- (2) agree to any terms relating specifically to the group activity in order to participate.

### 1.15 Storage

If any Communal Facility also provides a designated area in which Home Owners' items or equipment may be stored, the storage of those items or equipment by the Home Owner is at the Home Owners' risk.

### 1.16 Art & Craft Room

- (a) The Art & Craft Room is available for use from 7.00am to 10.00pm daily.
- (b) Users must first familiarise themselves with any safety data sheets or manuals located in the Art & Craft Room.
- (c) Users must supply their own art and craft materials to use as required.
- (d) Materials (except for chemicals or toxic materials) may be kept in the Art & Craft Room for a short period of time and, if so, they are left at the owner's own risk.
- (e) Toxic materials must be disposed of in accordance with the manufacturer's directions.
- (f) Users may bring their own electrical equipment and appliances to use in the Art & Craft Room, but they must be:
  - (1) tested and tagged in accordance with Queensland law;
  - (2) used safely and at the user's own risk; and
  - (3) not left in the Art & Craft Room.
- (g) If necessary, personal protective equipment or clothing must be worn.
- (h) Classes and workshops may be offered from time to time – see Reception for details and how to register.
- (i) The Art & Craft Room must be left in a clean and tidy manner with:
  - (1) all bench tops, work areas and floors cleaned and tidied;
  - (2) all materials or items used returned to their original location or designated storage area;
  - (3) all rubbish cleared away and disposed of; and
  - (4) any windows and doors closed, and any lights and air conditioning turned off.

### 1.17 Bowling Green

- (a) The bowling green is available for use from 7.00am to 8.00pm daily.
- (b) Appropriate bowls shoes (or similar) and attire must be worn at all times on the green surface.
- (c) All equipment (including mats, bowls and other items) must be returned to its original location and/or put away after use.
- (d) Children are not permitted on the green surface.
- (e) Food and beverages (except for water) must not be consumed on the green surface.
- (f) Mobile telephones and other electronic equipment must be put into silent mode or switched off while in the bowling green area.
- (g) From time to time, Park Management may undertake maintenance and/or repair of the bowling green, and no play may take place during that time.

### 1.18 Bowls Clubhouse

- (a) The Bowls Clubhouse is available for use from 7.00am to 10.00pm daily.
- (b) The Bowls Clubhouse must be left in a clean and tidy manner with:
  - (1) all rubbish and food waste cleared away and disposed of;
  - (2) all dishwashers emptied; and
  - (3) all crockery, cutlery and glassware cleaned and put away.

### 1.19 Bar & Kitchens

- (a) The self-serve bar and serving kitchen located in the Games Room, and the commercial bar located adjacent to the serving kitchen, must be left in a clean and tidy manner with:
  - (1) all rubbish and food waste cleared away and disposed of;
  - (2) all dishwashers emptied; and
  - (3) all crockery, cutlery and glassware cleaned and put away.
- (b) Care must be taken with food and beverages, and the preparation of them.
- (c) All items left in the fridge must be clearly labelled and dated.

### 1.20 Barbeques

- (a) The barbeque zone (located on the Concourse and opposite the Games Room) must be left in a clean and tidy manner with:
  - (1) all used surfaces, appliances, barbeque plates and grills cleaned;
  - (2) all used communal crockery and utensils washed and stored away;
  - (3) all rubbish and food waste cleared away and disposed of; and
  - (4) all barbeques turned off at their fuel or ignition source.
- (b) Care must be taken with food and beverages, and the preparation of them.

### 1.21 Cinema

- (a) The Cinema is available for use from 7.00am to 10.00pm daily.
- (b) Bookings for the Cinema may be made for a maximum period of 3 hours.
- (c) Home Owners or Park Management may arrange for popular events (such as sporting events) to be screened at the Cinema, for which bookings may be made.
- (d) Care must be taken with food and beverages in the Cinema.
- (e) The Cinema must be left in a clean and tidy manner, with all rubbish removed, and the cinema equipment, air conditioning and any lighting turned off.
- (f) For the enjoyment of other users of the Cinema, mobile phones are to be switched off or to silent mode while in the Cinema.

### 1.22 Community Garden

- (a) In conjunction with the Home Owners Committee, the Park Owner will formulate guidelines for use of the community garden.

### 1.23 Concourse

- (a) The Concourse may be booked for private functions, and may be used by Park Management for promotional events from time to time.
- (b) The Concourse must be left in a clean and tidy manner with all rubbish and food waste cleared away and disposed of.

### 1.24 Fire pit

- (a) The fire pit is available for use all year round, except during the period of a fire ban issued by any Government Authority.
- (b) Users must follow the operating instructions located at the fire pit.
- (c) Children must:
  - (1) be supervised at all times while in the fire pit area; and
  - (2) not be permitted to light or put out the fire.
- (d) The fire pit is available for use from 7.00am to 10.00pm daily.

### 1.25 Games room

- (a) The Games room is available for use from 7.00am to 10.00pm daily.
- (b) During peak times, it may be necessary to book individual facilities within the Games room.
- (c) Appropriate footwear must be worn at all times.
- (d) All equipment must be returned to its original location and/or put away after use.
- (e) Users must remove their rubbish and personal items after use.
- (f) Any missing equipment, spills or damage must be promptly reported to Park Management.

### 1.26 Gymnasium

- (a) The gymnasium is available for use from 6.00am to 10.00pm daily.
- (b) Visitors and Children are not permitted in the gymnasium.
- (c) Gym equipment must only be used for its intended purpose, and in a safe and responsible manner.
- (d) To avoid injury:
  - (1) before embarking on a fitness activity or increasing intensity, it is strongly recommended that users speak with their GP and obtain a health assessment;
  - (2) users must read and follow all operating instructions and related information to ensure the correct use of the gym equipment; and
  - (3) if assistance with operating any of the gym equipment is required, please contact Park Management.



- (e) Users must wear appropriate apparel and enclosed footwear at all times.
- (f) Users must bring their own towel, which must be placed over seats or benches at all times when using the gym equipment.
- (g) After use, gym equipment must be:
  - (1) wiped down with the provided cleaning spray and paper towel; and
  - (2) returned to its original location or designated storage area.
- (h) Gym equipment must not be removed from the gymnasium.
- (i) Food and beverages (except for water) must not be consumed in the gymnasium.
- (j) The gymnasium must be left in a clean and tidy manner, with any windows and doors securely closed, and any lights and air conditioning turned off.
- (k) In case of emergency, an AED (automated external defibrillator), first aid kit and emergency phone are located in the gymnasium.

### **1.27 Hardstands**

- (a) A limited number of powered hardstands are provided for Home Owner's Visitors, as well as potential buyers and others, who wish to stay in their own caravan or recreational vehicle at the Residential Park.
- (b) Stays for a maximum of 48 hours are permitted with no charge. Longer stays are subject to Park Management's discretion.
- (c) Stays must be booked with Park Management in advance.
- (d) Persons staying at the Hardstands must register with Park Management on arrival.
- (e) Persons staying at the Hardstands do so at their own risk, and their Vehicles are parked at their own risk. Park Management accepts no responsibility for damage or injury suffered while staying at the Residential Park.

### **1.28 Lagoon Pool**

- (a) The pool is available for use from 6.00am to 10.00pm daily (subject to maintenance requirements).
- (b) Pool gates must be closed securely upon entry to and exit from the pool area. Pool gates must not be propped open.

- (c) Users must familiarise themselves with the pool depths and any steps or ledges under the water before use.
- (d) Users must not utilise the pool in a manner that jeopardises the safety and enjoyment of themselves or others.
- (e) Running, pushing, jumping, diving; and disorderly, boisterous or rowdy behaviour, are prohibited.
- (f) Food and beverages must not be consumed while in the pool.
- (g) Glass containers or receptacles of any type (including, but not limited to, soft drink bottles, wine bottles, beer bottles, jars, dishes or cups) are not to be brought into the pool area under any circumstances (**NB**: if broken glass is located in the pool or the pool area, this will require the pool to be drained and therefore be out of use for a significant period of time).
- (h) Noise must be kept to an acceptable level.
- (i) Pool furniture is not to be removed from the pool area.
- (j) Users must practice good hygiene when using the pool, including that they must:
  - (1) wear appropriate swimwear;
  - (2) ensure that babies wear waterproof swimmer nappies;
  - (3) shower before entering the pool; and
  - (4) not use the pool if the person has an open wound, has an infectious disease or virus, or is otherwise unwell.
- (k) Unaccompanied or inappropriately behaved Children and Visitors will be asked to leave the pool area.
- (l) In the interests of safety:
  - (1) users must observe and comply with any additional rules for use of the pool that are displayed therein from time to time;
  - (2) resuscitation and emergency information signs are located throughout the pool area; and
  - (3) even if the user is a strong swimmer, they should not swim alone.

### 1.29 Library

- (a) The library is available for use from 7.00am to 10.00pm daily.
- (b) Items stocked in the library may be borrowed pursuant to an honesty system.

- (c) Home Owners are invited to contribute appropriate books, magazines, CD's, DVD's, records and the like that are in good condition to the library.
- (d) Park Management takes no responsibility for any materials donated or contributed.
- (e) The library is a quiet area to be enjoyed for reading a book, playing chess or browsing the internet; and noise must be kept to a minimum at all times.

### 1.30 Tennis Court

- (a) The tennis court is available for use from 6.00am to 10.00pm daily.
- (b) Users must wear appropriate attire and non-marking footwear at all times on the court surface.
- (c) Food and beverages (except for water) must not be consumed at the tennis court.
- (d) Racquets and balls may be hired at the Park office.

### 1.31 Workshop

- (a) Home Owners must first satisfactorily complete an induction session conducted by Park Management as to the workshop (**Approved Workshop Users**) before using the workshop or any of the tools and equipment.
- (b) Only Approved Workshop Users may use the workshop.
- (c) Approved Workshop Users will be provided with an access key to access the workshop. Approved Workshop Users must not allow other persons (who are not Approved Workshop Users) to access the workshop.
- (d) Approved Workshop Users use the workshop, and any of its tools and equipment, at their own risk.
- (e) Approved Workshop Users must:
  - (1) first familiarise themselves with any safety data sheets or manuals located in the workshop;
  - (2) follow all safety procedures, instructions and guidelines displayed;
  - (3) operate tools and equipment in accordance with their instructions; and
  - (4) if necessary, wear appropriate personal protective equipment or clothing.

- (f) Tools and equipment must only be used for its intended purpose, and in a safe and responsible manner.
- (g) Approved Workshop Users may bring their own tools and equipment to use in the workshop, but they must be:
  - (1) tested and tagged in accordance with Queensland law;
  - (2) used safely and at the user's own risk; and
  - (3) not left in the workshop.
- (h) A limited range of tools and equipment will be made available for hire, which must be signed-out of the workshop and returned within 24 hours. All equipment faults or incidents must be immediately reported to Park Management.
- (i) For safety reasons, Visitors and Children are not permitted in the workshop.
- (j) The workshop must be left in a clean and tidy manner with:
  - (1) all bench tops, work areas and floors cleaned and tidied;
  - (2) all tools and equipment returned to its original location or designated storage area;
  - (3) all rubbish cleared away and disposed of; and
  - (4) any windows and doors closed, and any lights and air conditioning turned off.
- (k) Dangerous goods or liquids must not be stored in the workshop.

### **1.32 Vehicle Wash Bay**

- (a) The vehicle wash bay is available for use by Home Owners only for the cleaning of their Vehicles.
- (b) The dump-point (located at the side of the wash bay) may only be used for waste disposal – but not for oil, chemicals or flammable liquids.
- (c) Entry to the wash bay is via Oceanside Avenue and is one-way only, and exit is via Marshall Street.

### **1.33 Dog Wash**

- (a) A K9000 dog wash unit is available for use by Home Owners only for their Pets (dogs) from 7.00am to 5.00pm daily.
- (b) The dog wash unit must be operated in accordance with the operating instructions located on the unit.

- (c) Dogs must be kept on a lead before entering, and after leaving, the dog wash enclosure.

### **Park Rule 2 Making and abatement of noise**

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#### **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 likely to interfere with the peaceful 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 enjoyment of other Home Owners or Visitors within the Residential Park; and
  - (4) 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 or boisterous behaviour is prohibited.

### **Park Rule 3 Carrying on of sporting and other recreational activities**

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#### **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 and scooters**

Bicycles and scooters are permitted to be ridden on the Residential Park's roads and designated pathways only (not in the Breezeway and not inside any buildings), on the basis that the operator does so entirely at their own risk, and the operator must:

- (a) wear an approved safety helmet in accordance with Queensland transport regulations;
- (b) ride with due care and consideration for other persons lawfully within the Residential Park;
- (c) not unreasonably disturb or cause a nuisance to any person lawfully in the Residential Park; and
- (d) have appropriate lighting in use when riding at night.

### **3.3 Children**

- (a) Home Owners are responsible for supervising any Children visiting the Home Owner while they undertake any sporting or recreational activities in the Residential Park.
- (b) Playing or riding push bikes, tricycles or push scooters 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**

- (a) Riding or using skates, skateboards, roller blades, go-carts, motorised ride-on toy vehicles and other similar items or activities, or playing ball games, on the Residential Park's roads, carpark, walking paths or other thoroughfares, is prohibited.

- (b) Playing ball games against external garage walls, home site boundary fences and similar surfaces is prohibited.
- (c) Golf is prohibited in the Communal Facilities, green zones and parklands, except when using any designated golf facilities.

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

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#### **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 20km/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 only.
- (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; or
  - (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 in the Visitor Car Park during the periods allowed by Park Management; and
  - (2) must not bring any caravan, boat, campervan, campertrailer, trailer or recreational vehicle into the Residential Park unless with the prior approval of Park Management.
- (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 grassed area of the Home Owner's Site Area, or in the Vehicle Wash Bay in the Residential Park, while they are being washed.
- (j) Trucks, delivery vehicles or other commercial vehicles:



- (1) may, for delivery purposes only, park temporarily on the roadway where it is safe to do so and only if the vehicle does not fully obstruct the roadway for other users; and
  - (2) must not park on verges, parkland or footpaths.
- (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 asked by Park Management to remove that Vehicle from the Residential Park.

### **Park Rule 5 Disposal of refuse**

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#### **5.1 Refuse**

- (a) As an overriding principle, the Residential Park's waste management plan guides the treatment of waste.
- (b) Refuse must be disposed of in the Home Owner's designated rubbish bins (being, a general waste bin and a recycling bin).
- (c) General refuse must be placed in the Home Owner's general waste bin in tied or sealed plastic bags.
- (d) Recyclable plastic, glass and cardboard may be placed in the Home Owner's recyclable bin.
- (e) Home Owners may:
  - (1) dispose of lawn clippings, branches and other green waste in the green waste bins located within the Residential Park; and
  - (2) dispose of fruit and vegetable scraps and egg shells (but not meat, dairy products or plastic) in the compost bins located at the community garden.
- (f) Refuse must not be placed anywhere on the Site Area, the Communal Facilities or the Residential Park.
- (g) If refuse is created during the use of any Communal Facility, that refuse must be placed in the general waste or recyclable bins or receptacles provided in that Communal Facility. Such bins or receptacles must not be used by Home Owners or Visitors to deposit their own household refuse.

- (h) 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.
- (i) Government Authority laws and requirements with respect to the disposal of refuse must be complied with.
- (j) The health, hygiene and comfort of persons lawfully in the Residential Park must not be adversely affected by the disposal of refuse.
- (k) Home Owners must not burn refuse 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.

### 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.
- (b) Home Owners must ensure that their general waste and recycling bins are placed at least 0.5m-1m apart at the kerbside with the front of the bin facing the roadway on collection day (and so as to not obstruct the driveway, street trees or street lights) for collection at the times specified in (a) above.

## Park Rule 6 Keeping of Pets

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### 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, 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, at the discretion of Park Management, may be:
  - (1) refused; or
  - (2) accepted on reasonable terms and conditions, including the requirements of Park Rule 6.
- (c) 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); or
    - (B) the termination or assignment of the Site Agreement pursuant to the Act; and
  - (2) may, at the 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.
- (d) 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

- (a) When keeping a Pet, 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 are also complied with, except where that is not practicable (e.g. for birds).

- (b) Pets must:
  - (1) be contained, and be under the effective control of the Home Owner, at all times (and the Home Owner is responsible for ensuring that this can be achieved at the Site Area);
  - (2) be kept on a lead at all times except when within the Home Owner's designated Site Area or within a designated off-leash area;
  - (3) wear an identification tag, tattoo or be micro-chipped;
  - (4) be de-sexed; and
  - (5) be, and remain, registered (with such registration being renewed annually or otherwise when required),and the Home Owner must present to Park Management written evidence of any of the above requirements upon request.
- (c) Pet droppings, excrement or other bodily waste product must be cleared immediately, the relevant area cleaned (if required), and disposed of appropriately.
- (d) Pets must not:
  - (1) be permitted to roam freely (and cats must be kept indoors);
  - (2) interfere with the peaceful enjoyment of a person lawfully within the Residential Park;
  - (3) cause a nuisance by excessive noise or other disruptive behaviour towards any person or animal lawfully within the Residential Park;
  - (4) cause harm, discomfort or destruction; or
  - (5) exhibit aggressive or dangerous behaviour towards any person or animal lawfully within the Residential Park.
- (e) Pets are not permitted in or on the Communal Facilities (including, but not limited to, the Breezeway, recreational buildings, bowling greens, tennis courts or lagoon pool area), other than in areas that may be designated for Pets.
- (f) Pets must be kept in accordance with all laws, Government Authority requirements and regulations.
- (g) Complaints with respect to any Pet within the Residential Park must be made in writing to Park Management, which 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.
  - (h) The Home Owner is responsible for any loss or damage caused by:
    - (1) their Pet; or
    - (2) 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 take steps to rectify the loss or damage to Park Management's reasonable satisfaction and/or reimburse any costs reasonably incurred by any person as a result.

### Definitions

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In these Park Rules:

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

**Children** means persons under 18 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) art and craft room;
- (b) bowling green;
- (c) bowls clubhouse;
- (d) bars and kitchens;
- (e) barbeques;
- (f) cinema;
- (g) community garden;
- (h) concourse;
- (i) fire pit;

- (j) games room;
- (k) gymnasium;
- (l) hardstands;
- (m) lagoon pool;
- (n) library;
- (o) tennis court;
- (p) workshop;
- (q) vehicle wash bay,

and any new or altered facility or common area that comes into existence at any point in time.

**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.

**Further Development** means any further development in relation to the Communal Facilities that the Park Owner undertakes or authorises from time to time in such manner as the Park Owner decides in its sole discretion, including, but not limited to:

- (a) any reduction or expansion (including by the development of surrounding land) in size of the Communal Facilities;
- (b) any repairs, alterations, additions or extensions to, or the replacement of, any Communal Facilities.

**Government Authority** means any relevant government or other authority having jurisdiction in respect of the Communal Facilities 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 not more than two animals comprising any one or more of the following:

- (a) a companion dog (but excluding regulated dogs for the purposes of the *Animal Management (Cats and Dogs) Act 2008* (Qld) and any menacing or dangerous dog breeds);
- (b) a cat; or
- (c) a caged bird,

or any other animal approved by Park Management in its discretion under Park Rule 6, except for an Excluded Animal.

**Residential Park** means the areas of land that comprise RV Lifestyle Village Oceanside located at 50 Marshall Street, Burnett Heads, Queensland, 4670.

**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, golf cart or buggy, boat, caravan, campervan, campertrailer and trailer.

**Visitor Car Park** means the designated parking spaces within the Residential Park for the parking of Visitors' Vehicles.

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