

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:

.....

.....

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

.....

.....

Do any other staff work in the residential park?

☐ Yes ☐ No

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

.....

.....

.....

.....

.....

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.....

.....

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.....

.....

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)

.....

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)

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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

.....

.....

<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

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

☐ **Individual owner/s**

Title.....Full name

Title.....Full name

Title.....Full name

☐ **Corporate owner**

Full company / corporation name

.....

Australian Company Number (ACN)

Australian Business Number (ABN)

Business address

.....

.....

Suburb State Post code

Phone number

Email address

25 Park contact

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

Contact name.....

Park phone.....

Park email.....

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

6. Pets

6.1 Pets to be kept inside

Residents are not to keep any pet or allow any Resident Guest to bring any pet within TAHB unless the pet has been approved by Management and the pet is kept in the within the Resident's home.

6.2 Pets to be restrained

- (a) All pets must be kept on a leash at all times.
- (b) Residents must ensure that the behaviour, noise and barking of any animal belonging to the Resident or any Resident's Guest must not interfere or disrupt any other Resident or Guest.
- (c) Tying of pets outside the home and leaving them unattended is prohibited.

6.3 General rules about pets

- (a) Each pet must be licensed and inoculated in accordance with local law. Upon request by Management, the Resident must provide evidence of licensing and inoculation within seven days of the request.
- (b) Any pet running loose at TAHB may be impounded at the pet owner's expense.
- (c) Pets will not be allowed to cause any unreasonable disturbance or harm. If a pet causes any unreasonable disturbance, annoyance or harm (including, without limitation, excessive barking, growling, biting, or any other unreasonable noises or damage to property), permission to keep the pet may be revoked by Management.
- (d) Feeding stray cats, other stray animals and wild animals in the community is prohibited. Therefore, it is not permitted to leave any food outdoors.

6.4 Clean up after pets

Residents must collect and pick up all animal excrement and dispose of same in a proper and hygienic manner (in respect of that Resident's or that Resident's Guest's pets).

6.5 Pet may be removed

If Management believe that a Resident or the Resident's Guest has failed to comply with these Rules

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regarding the keeping and management of pets, Management may ask that the pet be removed from TAHB and the Resident must ensure that the relevant pet is removed immediately.

Site Agreement Special Terms

3.9 Pets

- (a) The home owner must not keep any animals or pets in the manufactured home or on the site without the park owner's prior written consent. The park owner will not unreasonably withhold its consent to a request by a home owner to keep a pet.
- (b) The home owner must ensure:
 - (i) the keeping of the pet complies with local government laws;
 - (ii) the pet does not disturb other home owners or their Invitees;
 - (iii) the pet is a domesticated animal;
 - (iv) the home owner provides details of the type and size of the pet to the park owner;
 - (v) the pet is clean and properly toilet trained and the home owner tidies up after the pet;
 - (vi) the pet is kept on a leash at all times whilst in the park (and not in the manufactured home); and
- (c) The park owner may withdraw its consent for a pet if the home owner (or the pet) does not comply with special term 3.9(b). The onus of proving that the pet complies is on the home owner.

The Anchorage Hervey Bay (TAHB) Park Rules

These rules are about the use, enjoyment, control and management of TAHB and have been implemented for the purpose of ensuring that the reasonable peace, comfort, privacy and enjoyment of TAHB by all residents, guests and visitors or any other person lawfully in TAHB are maintained.

Residents and their guests will be required to comply with these rules and Management may take steps to enforce the rules.

1. Definitions

1.1 Definitions used in these Rules

In these rules, the following terms have the following meanings:

- (a) **Facilities** means all common facilities at TAHB including any pool, recreation facilities, bowls green, tennis court, community centre, gazebo, hobby workshop, bocce field and other similar facilities that may be constructed at TAHB from time to time;
- (b) **Guests** means all guests, invitees, contractors and other visitors to TAHB;
- (c) **Management** means any person or company managing the operation of TAHB and includes the Owner (as the case may require or dictate);
- (d) **Owner** means the owner of the land that comprises TAHB from time to time;
- (e) **Resident** means a person who has entered into a Site Agreement to occupy a Site;
- (f) **Resident's Guest** means any of the Resident's guests, invitees, contractors, employees, relations or other visitors to TAHB;
- (g) **Rules** means the rules contained in this document which all residents, guests, invitees and visitors of TAHB must comply with;
- (h) **Site** means a site at TAHB occupied by or to be occupied by a Resident.
- (i) **Site Agreement** means the agreement to occupy a site at TAHB between a Resident and the Owner; and
- (j) **TAHB** means The Anchorage Hervey Bay village located at 835 Boat Harbour Drive, Urangan.

2. Introduction

2.1 Application of Rules

- (a) These Rules are to be adhered to by all Residents and Guests.
- (b) Residents are responsible for the Resident's Guests and all Residents must ensure that all of the Resident's Guests comply with these Rules.
- (c) Failure by a Resident or a Resident's Guest to comply with these Rules may constitute an essential breach of that Resident's Site Agreement.

2.2 Management may remove a guest to TAHB

Management reserves the right to demand a Guest to leave TAHB immediately if Management reasonably believes:

- (a) the relevant Guest fails to obey a reasonable request or demand from Management to comply with the Rules; or
- (b) the relevant Guests has committed a breach of the Rules which warrants his or her immediate dismissal from TAHB (in the opinion of Management).

3. Use and operation of communal Facilities

3.1 Supervision of children

- (a) Residents must ensure that their children and that Resident's Guest's children are supervised at all times whilst using the Facilities or any other common area.
- (b) Children under the age of 16 are not permitted to use any gym equipment (if any).

3.2 General rules about use of Facilities

- (a) Residents and Guests must use all Facilities or any other common areas at TAHB in an orderly and proper manner and without interfering with the quiet enjoyment of other Residents and Guests.
- (b) Residents and Guests must comply with all written directions and signs regarding use of the Facilities or any common area, including, without limitation the hours of use.
- (c) Residents and Guests use any Facility and common area at their own risk.

3.3 Guests to be accompanied by Resident

- (a) A Resident must accompany and supervise any Guest under the age of 21 years (unless provided for elsewhere in these Rules) whilst on common areas or visiting any Facilities.
- (b) If a Resident is unable to accompany a Guest because of ill health or incapacity, the Resident may apply for an "Accredited Visitor Pass" from Management. Management may decline to give an Accredited Visitor Pass at its absolute discretion. If Management gives

the Guest an Accredited Visitor Pass, the Guest will become an "Accredited Guest" and that Accredited Guest must make themselves aware of these Rules and will assume the same responsibilities as a Resident.

3.4 Other Common Area Rules

Residents and Guests must not:

- (a) obstruct any access ways between any homes and Sites located at TAHB;
- (b) construct any building, structure or similar on any common area in TAHB without Management's written approval;
- (c) plant or alter any planting in any common area in TAHB without Management's written approval;
- (d) light any fire in any part of TAHB (except in designated barbeque areas);
- (e) make any disturbing or irritating noises or interfere in any way with other Residents, Guests or other persons having business or work to do in TAHB;
- (f) throw or willfully permit to fall any papers, sweepings, rubbish, refuse or other substances whatsoever into or upon TAHB other than into proper receptacles;
- (g) leave any garbage, rubbish or waste for collection outside the relevant Resident's home or in the common area unless it is placed in proper receptacles approved by Management;
- (h) manipulate, interfere with or attempt to control any part of the electrical or mechanical equipment belonging to Management;
- (i) touch sprinkler system controls, connect to or interfere with any sprinkler system; or
- (j) use the common areas or part of TAHB for any business or commercial purpose or the display or advertisement of any goods or services except with the prior consent in writing of Management or if approved by Management, in accordance with the directions of Management.

3.5 Attire

After 6.00 pm, neat casual dress and appropriate footwear are required within the main community centre or recreation club. Under no circumstances is wet swimwear allowed to be worn in these areas at any time.

3.6 Behaviour

Residents and their Guests must conduct themselves in a proper manner at all times within the Facilities and common areas at TAHB. Inappropriate behaviour or language (in Management's reasonable opinion) will result in Management having the right to remove the person or persons from TAHB.

3.7

Events

All residents must liaise with Management before organising events or activities within the Facilities or on common areas of TAHB.

3.8

Front Gate key

Residents shall pay the cost for any lost gate key or access button provided by TAHB to that Resident.

3.9 Rules for specific areas

- (a) Residents or Guests shall not run or dive or play ball games in the pool, community centre or recreation club areas or any other areas designated by Management, except as an essential and approved element in an organised exercise program or activity (organised or approved by Management).
- (b) The Snooker/Billiard table is not to be used for any other purpose other than playing pool or billiards. Players are to conduct games in a proper manner, pack away equipment correctly and replace the table cover after use. Experienced snooker players must supervise an inexperienced player until deemed competent.
- (c) Under no circumstances is the "Bowling Green" to be used for any purpose other than for properly conducted lawn bowls. Only flat-soled footwear or bare feet are allowed on the "Bowling Green".
- (d) In respect of the use of the pool (or any spa), Residents and Guests:
 - (i) must make themselves aware of the depth of the pools,
 - (ii) must close the pool gates on entry and exit to and from the pool areas,
 - (iii) will at no time prop these gates in the open position,
 - (iv) shall at no time take any type of glass container into the pool enclosures, and
 - (v) shall shower prior to use.
- (e) After use of the BBQ or kitchen facilities, users must:
 - (i) wash up and put away any glasses, crockery, cutlery, utensils etc. used and leave stoves, BBQ's, Kitchen and Bar areas clean;
 - (ii) dispose of all rubbish, especially food scraps in a proper and hygienic manner;
 - (iii) wipe down and replace furniture to its correct position;
 - (iv) vacuum food crumbs etc. from the carpet; and
 - (v) turn off any unnecessary lights, fans, TV's and sound equipment when leaving the premises.
- (f) In respect of any workshop, workbenches in the workshop are available for general use. Residents and Guests using the workshop are to:
 - (i) understand that storage of tools in the workshop is at Resident or Guest's risk and responsibility and that all tools are privately owned and may not be used without the owner's consent,
 - (ii) acknowledge that any use of tools is done so at the user's risk,
 - (iii) make themselves aware of the location of the First Aid Kits installed in the workshop,
 - (iv) sign in the key on return and receive deposit refund; and
 - (v) comply with all laws (including relevant safety laws) when using the workshop.

- (b) Residents may use the notice boards in the recreational club provided that:
 - (i) Resident's notices are to be restricted to social or general activities only or of a more permanent nature "relevant to the park" as per the provisions of the Manufactured Homes (Residential Parks) Act 2003;
 - (ii) All Resident's notices are dated and will be on display for a maximum period of one month;
 - (iii) any notice to be displayed in the locked "Park Notice Board" (located in the main entry of TAHB) must be handed to Management for display; and
 - (iv) Management may remove or refuse to display any notice if such notice contains content of a defamatory nature against any person or entity within TAHB or is otherwise illegal.

4. General Conduct

4.1 No confrontation

Residents must try and avoid confrontation with fellow residents and Guests. Should a Resident witness a breach of the Rules, they should report the matter to Management as soon as possible, to allow the appropriate action to be taken, without delay.

4.2 Comply with directions of Management

Residents must comply with any lawful command or direction from Management regarding these Rules.

4.3 Comply with all laws

Residents and Guests must comply with all laws at all times and must not engage in any criminal activity (including but not limited to drug-related criminal activity, robbery, assault or similar) at TAHB.

4.4 Respect to other residents and Management

Residents and Guests must treat other residents and staff of Management with dignity and respect at all times.

5. Resident's Site

5.1 Signage

- (a) Residents are not to erect, construct or maintain any sign at TAHB (including on their Site) without Management's written consent unless such signage is otherwise permitted in that Resident's Site Agreement.
- (b) All signs must be:
 - (i) professionally lettered,
 - (ii) displayed in a window or on the house; and

- (iii) be a maximum size of 450mm x 450mm.

5.2 No hanging of washing

Residents are not to display, place or drape any washing, towels, wearing apparel or similar articles from any window, porch or railing of any structure in TAHB. All washing, towels, wearing apparel or similar articles must be hung for drying in designated drying areas notified by Management.

5.3 No work on motor vehicles

Residents are not to strip or repair any motor vehicles or motor bikes anywhere within TALL other than within their own private garage.

6. Pets

6.1 Pets to be kept inside

Residents are not to keep any pet or allow any Resident Guest to bring any pet within TAHB unless the pet has been approved by Management and the pet is kept in the within the Resident's home.

6.2 Pets to be restrained

- (a) All pets must be kept on a leash at all times.
- (b) Residents must ensure that the behaviour, noise and barking of any animal belonging to the Resident or any Resident's Guest must not interfere or disrupt any other Resident or Guest.
- (c) Tying of pets outside the home and leaving them unattended is prohibited.

6.3 General rules about pets

- (a) Each pet must be licensed and inoculated in accordance with local law. Upon request by Management, the Resident must provide evidence of licensing and inoculation within seven days of the request.
- (b) Any pet running loose at TAHB may be impounded at the pet owner's expense.
- (c) Pets will not be allowed to cause any unreasonable disturbance or harm. If a pet causes any unreasonable disturbance, annoyance or harm (including, without limitation, excessive barking, growling, biting, or any other unreasonable noises or damage to property), permission to keep the pet may be revoked by Management.
- (d) Feeding stray cats, other stray animals and wild animals in the community is prohibited. Therefore, it is not permitted to leave any food outdoors.

6.4 Clean up after pets

Residents must collect and pick up all animal excrement and dispose of same in a proper and hygienic manner (in respect of that Resident's or that Resident's Guest's pets).

6.5 Pet may be removed

If Management believe that a Resident or the Resident's Guest has failed to comply with these Rules

regarding the keeping and management of pets, Management may ask that the pet be removed from TAHB and the Resident must ensure that the relevant pet is removed immediately.

7. Alterations to homes

7.1 Maintenance of homes

Residents must maintain and repair their home in a proper and workmanlike manner.

7.2 Alterations to be approved by Management

Any alterations or works to the exterior of any home must be first approved by Management.

7.3 Carrying out works and maintenance

Any approved alterations or any maintenance or works must be carried out promptly and to a standard satisfactory to Management and in accordance with all applicable laws.

7.4 Garden Shed

- (a) Management approval is required for the erection of any garden shed by a Resident on their Site.
- (b) All garden sheds must be colour coded and styled to suit the Resident's home and TAHB.

7.5 Fencing

No fencing is permitted to be installed by a Resident at TAHB anywhere without the approval of Management.

7.6 Insurance

- (a) Residents are to ensure that proof of current House and Public Liability Insurance, as per the Resident's site agreement, is provided to Management.
- (b) Residents and guests must not do anything that results in the premiums for the insurance for TAHB increasing.

7.7 No landscaping

Residents are not to landscape their home, outside the boundary of their Site without receiving the prior written consent of Management.

8. Use of Roadways

8.1 Speed Limit

Residents are not to exceed a speed limit of 10kms per hour whilst driving on any roadway or similar at TAHB.

8.2 Parking

- (a) Guests must park their motor vehicles within the garage of the Resident they are visiting or in the designated visitor car parks.
- (b) Parking in driveways is permitted for short periods providing no part of the vehicle encroaches on the common roadway.
- (c) Parking or standing vehicles on the grassed areas is not permitted.
- (d) Parking on the roadways is not permitted unless such parking is by bona fide sales, building, trade and other similar vehicles. Loading or unloading are also permitted for reasonable time periods to allow for the loading and unloading. Such vehicles must park in such a manner as to not cause undue physical or visual obstruction to other road users.

8.3 No skateboards etc

Residents are not to use or permit to be used in TAHB any skateboards, roller blades, scooters, billy carts or other similar recreational vehicle. Visiting children under the age of 16 years are not permitted to ride bicycles on the roadways in TAHB unless accompanied by a Resident or bona fide visiting parent.

8.4

Road Signs and road rules

- (a) Residents are to obey all road signs and abide by Queensland road and safety rules on the roadways.
- (b) Residents are to be aware that the roadways are a "Shared Zone" and must take care at all times when driving and give full consideration to other vehicles, pedestrians and cyclists.

8.5 Cyclists and pedestrians not to block roads

All pedestrians and cyclists must walk and ride to the side of the road and at no time congregate on any part of the roadway so as to cause an obstruction to a roadway in TAHB.

Amendment to these rules

These rules may be changed by the Owner at any time in accordance with section 78 of the *Manufactured Homes (Residential Parks) Act 2003*.