# 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 12/11/2026 *[insert date].* Some of the information included may not apply to existing site agreements.

Park owner signature Nicole Jentz Date 12/11/2026

## Residential park details

Park name Ingenia Holidays Kinka Beach Yeppoon

Phone (07) 4939 6284

Park address 946 Scenic Highway

Suburb Kinka Beach State QLD Postcode 4703

Website www.ingenialifestyle.com.au Number of current manufactured home sites 14

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

Total number of sites (including other dwelling types) currently in park 117

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 under section 70B.

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

Range - $230 - $239 per week

This applies to site agreements entered from 11/12/2026 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**

The greater of the annual percentage increase in CPI and 3.5%

……..

**General increase day**01/07/2027 (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 <u>not</u> 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: $30.00 per month

Details of costs / fees and when payable: ……

Sewerage fee due to homes being connected to pump out pits

……

## Part 2 – Utilities and services

**4 Electricity**

Service Charge/s (individually measured and/or metered)

☐ Included in site rent ☒ Not included in Site Rent

☐ Other (specify) ……..

Usage Charge/s (individually measured and/or metered)

☐ Included in site rent ☒ Not included in Site Rent

☐ Other (specify) ……..

Does the park contain an embedded network for the supply of any electricity in the residential park?

☒ Yes ☐ No

For more information about embedded networks see:

https://www.aer.gov.au/consumers/understanding-energy/embedded-networks-customers

Can solar panels be installed on manufactured homes?

☐ Yes ☒ No

Are there any known conditions/restrictions on the installation or use of solar panels in the residential park?

☒ Yes ☐ No

If yes, specify
No Solar allowed due to embedded network.
……

……

**5 Water**

Service Charge/s (individually measured and/or metered)

☒ Included in site rent ☐ Not included in Site Rent

☐ Other (specify) ……..

Usage Charge/s (individually measured and/or metered)

☒ Included in site rent ☐ Not included in Site Rent

☐ Other (specify) ……..

……

| | |
|---|---|
| **6 Sewage** | Service Charge/s<br>☐ Included in site rent ■ Not included in Site Rent<br>☐ Other (specify) ……..<br>Usage Charge/s<br>☐ Included in site rent ■ Not included in Site Rent<br>☐ Other (specify) …….. |
| **7 Gas** | Service Charge/s (individually measured and/or metered)<br>☐ Included in site rent ■ Not included in Site Rent<br>☐ Other (specify) ……..<br>Usage Charge/s (individually measured and/or metered)<br>☐ Included in site rent ■ Not included in Site Rent<br>☐ Other (specify) …….. |
| **8 Telephone** | ☐ Included in site rent ■ Available but not included in site rent<br>☐ Not available ☐ Other (specify) ……..<br>Homeowner to arrange supply and connection …… |
| **9 Internet** | ☐ Included in site rent ☐ Available but not included in site rent<br>■ Not available ☐ Other (specify) ……..<br>…… |
| **10 Other utilities and services** | 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<br>Embedded TV signal hard cabling to existing sites only……<br>Note : This will be phased out<br>……<br>……<br>……<br>……<br>……<br>……<br>……<br>……<br>……<br>…… |

| **11 Park Manager and staff**<br><br>Please provide details about the availability of park management. | **Is an on-site manager (or representative) available to home owners?**<br>■ Yes ☐ No<br><br>Details of on-site availability:<br>Staff member living on site. Out of hours phone contactable 24 hours per day.<br><br>**Does the on-site manager live on-site or work on-site?**<br><br>☐ Lives on-site ■ Works on-site ☐ Not applicable<br><br>**Does the park have an after-hours emergency contact?**<br><br>■ Yes ☐ No<br><br>**After-hours emergency contact details**<br>0409 152 220<br><br>**Do any other staff work in the residential park?**<br><br>■ Yes ☐ No<br><br>If yes, provide details (e.g. First Aid Officer, Security, Grounds person etc).<br>front office staff, cleaners and our associated contractors often work in the Park. |
|---|---|

## 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 HUB with free internet available to Home Owners and their guests

……

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

……

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

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■ BBQ area outdoors

Details Park kitchen including two BBQ areas

……

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

……

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

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☐ Bowling green

☐ Indoor ☐ Outdoor

Details……

……

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

……

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

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☐ 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

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■ Swimming pool

☐Indoor ■ Outdoor ☐ Heated ■ Not heated

Size: ……

Details…2 x swimming pools

……

……

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

……

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

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☐ Tennis court / Pickleball

Details……

……

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

……

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

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☐ Changing rooms and showers at sports facilities

Details……

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☐ Kitchens in communal facilities

Details……

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

……

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:

One car space provided per site

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

■ Yes ☐ No

If yes, specify number of spaces and any conditions

Temporary parking available at reception area

Is there additional parking available for visitor use?

■ Yes ☐ No

If yes, specify number of spaces 8

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 subject to availability

……

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

……

……

| | |
|---|---|
| **14 Security and safety**<br>Note: Park Owners are required to maintain and implement an emergency plan for the residential park.<br>Additional features listed at park owners discretion. This list may not be exhaustive. Please enquire with park owner for more details. | Does the residential park have any of the following security and safety features?<br>☒ Security cameras ☒ Key fob/pin code operated Security gates<br>☒ Emergency phones ☒ Defibrillator(s)<br>Provide details of any other notable security or safety features of the park?<br>……<br>……<br>……<br>…… |
| **15 Accessibility features**<br>Please provide details of features in the park to assist home owners with mobility or other issues.<br>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. | Does the residential park have any of the following accessibility features in the common areas of the residential park?<br>☐ Ramps<br>☐ Lifts<br>☐ Wheelchair-accessible toilets<br>☐ Extra-wide doors<br>☐ Wheelchair-accessibility to Letterboxes<br>☒ Wheelchair-accessibility to Residential Park Office<br>What parts of the park have these features?<br>Ablution building, Laundry, Paradise Hub area, Office, BBQ areas…… |

## Part 4 – Miscellaneous

**16 Other dwellings**

Does the park contain dwellings other than manufactured homes (i.e., is a mixed-use park)?

■ Yes ☐ No

If yes, provide details, for example caravans, holiday rental cabins, residential premises (including manufactured homes) under residential tenancy agreements)

Caravans, holiday rental cabins

**17 Development**

Indications of future plans may be subject to change. For more information contact the park owner.

Has development of the park been completed?

☐ Yes ■ No

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?

To be confirmed.

If no, provide details of any services, amenities or facilities that will become available when development is complete, including when these will be available

**18 Home owners committee**

Does the park have a home owners' committee?

☐ Yes ■ No

**19 Letting the home**

Do site agreements in the residential park permit home owners to let their home to another person?

☐ Yes ■ No

If yes, detail any restriction on letting:

| | |
|---|---|
| **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)?<br>☒ Yes ☐ No<br><br>If yes, detail any limitations or requirements?<br>……<br>……<br>……<br>……<br>……<br>……<br>……<br>…… |
| **21 Insurance**<br>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?<br>Yes ☒ No ☐<br>What is covered by the insurance?<br>☒ Flood ☒ Storm ☒ Fire ☒ Public liability<br>Note: home owners will generally be responsible for insuring their own property in the park.<br><br>Are home owners required to insure their manufactured home?<br>Yes ☒ No ☐<br>If yes, provide details:<br>Home owners are required to seek insurance for their home and contents, this is not covered by the park owner<br>……<br>……<br>……<br>……<br>……<br>……<br>……<br>……<br>……<br>……<br>……<br>……<br>…… |

## Part 5 – Park Rules

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|---|---|
| **22 Pets** | Are there any restrictions on pets in the park?<br>■ Yes ☐ No<br><br>If yes, provide details:<br>Pet policy to be adheared to. |
| **23 Park rules** | Please provide a list of the park rules (may be provided as an attachment)<br><br>See attached |

## Part 6 – Park details and operations

| | |
|---|---|
| **24 Park owner details** | ☐ **Individual owner/s**<br>Title……..Full name ……..<br>Title……..Full name ……..<br>Title……..Full name ……..<br>▬ **Corporate owner**<br>Full company / corporation name<br>INA Operation Pty Ltd as the trustee for INA Operations Trust No 7<br>Australian Company Number (ACN) 159 195 632<br>Australian Business Number (ABN) 20 616 373 152<br>Business address<br>Level 10, 20 Bond Street<br>Suburb Sydney State NSW Post code 2000<br>Phone number 07 3326 5800<br>Email address reception@ingeniacommunities.com.au |
| **25 Park contact**<br>Please provide contact details for the residential park for information and enquiries if different from above. | Contact name Community Manager<br>Park phone 07 4939 6284<br>Park email kinkabeach@ingeniaholidays.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**

**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: slass@caxton.org.au
Website: 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
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

# Kinka Beach Yeppoon
## Park Rules

Manufactured Homes (Residential Parks) Act 2003

### 1. COMMON AREAS

a) All signs posted on common areas, such as those about hours of use, form part of these rules and must be obeyed.

b) You must not obstruct or permit the obstruction of walkways, entrances, security features, lighting or other parts of the common areas.

c) When on common areas everybody must be adequately clothed, must not use inappropriate language or behave in a manner likely to cause offence or embarrassment to another person.

d) Smoking is not permitted in any building (other than a home you own) or other enclosed parts of common areas.

### 2. FIRE SAFETY

You should exercise due care when dealing with fire, both inside and outside of the home, including, but not limited to, when using a barbeque and other outdoor cooking facilities.

At all times, you and your guests must comply with fire bans and restrictions imposed by emergency services.

Flammable materials, such as chemicals, liquids or gases, in excess of normal household quantities must not be stored on your site or in your home.

### 3. STORAGE

You must not use decks, carports or common areas as storage space without our consent. Including, but not limited to, storing items such as paint tins, bottles, boxes, luggage, garden tools, electric equipment and furniture (other than specifically designed outdoor furniture).

## 4. VISITORS AND GUESTS

To assist with the security of the Community if you have guests staying overnight or for a short term you agree to let us know their names and their intended length of stay.

Any visitor or guest who seriously or repeatedly breaks these rules may be asked to leave the Community immediately.

## 5. FOR SALE SIGNS

a) You are, under section 57 of the Act, entitled to display a “for sale” sign in or on the home, but only if you first inform us of the intention to offer the home for sale.

b) Any “for sale” sign displayed on the home:

i. must not exceed in size one metre by one metre.

ii. must include, in point size at least 12, the following words: “*Any prospective purchaser must contact the park owner before paying any monies for the purchase of this home. It is essential that you get a Home Owners information document and have the park owner’s approval to live in the Community.”*

## 6. RISK WARNING

Within the meaning of the Civil Liability Act 2002 you are warned that you and other person who engage in any recreational activity in the Community, that the pursuit of such activities may result in harm or person injury. All persons who engage in a recreational activity do so at their own risk.

## 7. EMERGENCY EVACUATION PROCEDURES

You must ensure that you comply with the emergency evacuation procedures in place in the Community.

## 8. GENERAL

The Park Owner all residents, contractors and goods and service providers must use the pathways and roadways within the Community to gain access to residential sites, and must not walk between dwellings or trespass onto the sites of other residents unless prior permission has been given to the resident or service provider. The exception to this ruling is when the Park

Owner or their employees require access to residential premises including direct access to read meters on the site.

## 9. CAR PARKING AND VEHICLES

a) Resident's vehicles, boats or trailers must be parked in designated areas. They must not be parked on any road in the residential Community or the grassed area beside the internal roads, vacant sites or other residents' sites without their permission.

b) No unregistered vehicles, bikes or trailers can be driven into or on the Community roads without permission from the Park Owner.

c) No mechanical repairs or servicing is to be performed on any vehicle in the Community. (Unless there is a specific designated area or as otherwise approved by Park Owner).

d) All visitors, guests and contractor's vehicles may park on the respective resident's sites if there is sufficient room to do so. Otherwise they **must park in the designated visitor parking area**.

e) The sign posted speed limit is to be adhered to at all times. Pedestrians have right of way throughout the Community.

f) To avoid damage to Community roadways, heavy vehicles are generally not permitted in the Community. However, the Park Owner may give permission for heavy vehicles engaged in the delivery of goods or services for a resident or the Community or the Park Owner including tradespersons vehicles. All contractors must report to reception before entering the site.

g) If the Resident wishes to wash a vehicle, (if there is no designated car wash area) and they don't have enough grassed area on their site they may contact the management for permission to use a suitable grassed area). Anyone washing such vehicle must not damage or cause undue inconvenience to any other person or property. They must abide by the water restrictions imposed by law which may be displayed on the notice board.

h) All cars parked onsite are parked at your own risk and the Park Owner accepts no responsibility for loss, damage or theft.

## 10. NOISE

For the general quiet enjoyment of all residents of the Community, noise at any time must not constitute a nuisance to other residents. Noise must be kept to a minimum after 10pm. Intrusive, prolonged noise, that disturbs the peace and quiet of other residents, will not be tolerated at any

time. Social functions exceeding ten guests must be brought to the Park Owner's attention for approval prior to the function going ahead.

## 11. MAINTENANCE AND ALTERATIONS TO DWELLINGS

a) The Resident's dwelling and/or any associated structure or annex and site that it occupies, must have a clean and tidy appearance and must be reasonably maintained at all times. Further information regarding presentation standards and guidelines can be obtained from reception.

b) Residents are required to obtain written permission from the Park Owners before making any alterations or additions to their dwellings. Guidelines and forms are available from the office.

c) Tarpaulins can only be used to cover goods for a limited time with written permission by the manager of the Community unless in an emergency. Vehicle covers designed for that purpose may be used.

d) Furniture outside is acceptable as long as it is in a clean and tidy condition on the veranda or within the boundaries of the site.

e) Surplus belongings and white goods are not to be stored on the veranda, under the house or outside the dwelling if they are clearly visible from the street.

e) Areas under and around vans and homes are to be kept clear of rubbish at all times.

## 12. LANDSCAPING

a) Landscaping including plants, trees flowers and shrubs must not inhibit the Park Owner's direct access to services such as reading electricity, gas and water meters or encroach on neighbouring sites or roadways.

b) It is the responsibility of the residents to regularly maintain and keep neat and tidy all lawns and gardens on their designated sites. Guidelines are available from the office.

c) Gardens may be established on the site provided they are in keeping with the Community gardens and that if larger plants are desired, permission to plant trees or shrubs that grow over 3 metres must be sought in writing from Park Owner permission will not be unreasonably withheld.

d) Vegetable and herb gardens may be established on resident's sites as long as they are maintained in a reasonable condition, not in the front of the site and free of excessive weeds.

e) The Resident may use fixed hoses for watering lawns and gardens provided that, at the time of use, there is no general water ban on such use imposed by the relevant water authority. It is expected that water will be used conservatively and never wasted.

## 13. RUBBISH/GARBAGE

a) Garbage should be wrapped and placed in the appropriate bin.

b) The style of rubbish bin that may be used and supplied will be determined by Community management.

c) Recyclable materials including bottles, cans, paper etc should be placed in appropriate bins.

d) For environmental reasons, and to reduce the residents cost of maintenance, hygiene products, cooking fat, tea leaves or any flammable liquids etc. must not be flushed down the toilet or poured down the sink but should be disposed of together with other domestic garbage on the designated day.

e) Residents are responsible for arranging the disposal of large waste items such as building materials, old furniture, white goods etc., at their own cost. They are not to be placed on the kerb.

## 14. AMENITIES

a) The communal amenities facilities are available for use by all residents of the Community, their visitors and guests. Residents who have their own bathroom facilities must not use the bathroom amenities facilities on a daily basis. Exceptions apply where there has been a serious disruption to a resident's water supply or plumbing.

b) Children must be supervised by an adult whilst using the amenities.

c) Strictly no playing in or around the amenity block.

d) Washing of animals or clothes in hand basins or showers is prohibited.

## 15. SMOKING

a) Smoking is not permitted within any public building or facility in the Community, or any area where Residents, their visitors or guests may gather. This rule applies to meeting rooms/communal halls, reception areas, pool enclosure, BBQ, picnic/eating areas etc.

b) Cigarette butts must be disposed of responsibly. It is an offence to discard these on the ground anywhere in the Community grounds. Use the rubbish bin receptacles provided for responsible disposal.

c) Smoking in the homes of owner occupiers is permitted, however we do ask that you respect the proximity of your neighbours and be aware that smoke drifts onto adjoining sites.

## 16. VANDALISM

a) No one must vandalise any sites in the Community, common areas, plants, structures, property or dwellings located within the Community.

b) The Park Owner reserves the right to report any act of vandalism to the Police.

## 17. BIKES, SKATEBOARDS, ROLLERBLADES, GAMES ETC

a) Residents may ride bicycles within the Community but must at all times ensure that they do so in a manner that does not endanger, or is not likely to endanger, themselves, other persons or any property. Hence it is a requirement that all riders comply to the rules of the state that apply to road safety. Eg. Wearing helmets.

b) No ball games, roller skating, skateboard riding or similar activities will be permitted in the vicinity of the amenities block complex, on the paths or roadways, or on the caravan site areas. Such activities will only be permitted in a specified area within the recreational zone.

c) Bicycles may only be ridden on the roads.

d) Bicycle riders must not exceed the Community speed limit that applies to motor vehicles.

e) Bicycles may only be ridden after sunset provided they are fitted with appropriate reflectors and lights.

f) When not in use bicycles must be stored neatly and must not be left to obstruct the roadways or pathways of the Community so as to cause a trip hazard.

## 18. BBQ FACILITIES

a) The use of the Community's barbeques is permitted until 10pm daily. We ask that persons using these facilities ensure that the BBQ's gas bottle is turned off when cooking is finished and that they leave the area in a clean and tidy condition for the next person to use.

b) No open fires are permitted.

## 19. RESTRICTED AREAS, OH&S and RISK WARNING

a) For the safety of persons and property in the Community, residents must comply with any reasonable directions of the Park Owner as an employer and controller of premises in relation to compliance with the health and safety provisions of the Work Health & Safety Act 2011 and Work Health and Safety Regulation 2011.

b) In order to facilitate smooth operations of the Community and to isolate specific potential danger areas, the Park Owner may declare access to some areas of the Community as restricted

c) Within the meaning of the Civil Liability Act 2002, the Park Owner warns the residents and other person who engage in any recreational activity, within the meaning of the Civil Liability Act 2002, in, on or near the site, that the pursuit of such activities may result in harm or injury. All persons who engage in a recreational activity do so at their own risk.

## 20. POOL

a) All Pool users must not do anything that would endanger any other person. The pool user must not run within the pool enclosure; must not bomb; must not splash water or act in any other manner that may cause danger or inconvenience to other users.

b) The Pool enclosure is required by law to remain secure at all times. Pool users must not wedge or tamper with the gate in anyway so as to prevent the gate closing immediately upon entry or exit.

c) All children in the pool enclosure must be supervised at all times by a responsible adult.

e) In the interest of hygiene and health, no one with a contagious illness or skin infection is to enter the pool or spa enclosure. All accidents must be reported to the Park Owner immediately.

f) No food or drink in the pool area at any time.

g) Additional pool rules are displayed in the pool area. These must be adhered to at all times.

## Definitions

In these rules:

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

**Community** means Park.

**Common areas** means any amenities, building, facilities, open space, road or other area provided for common use in the Community.

**We, our and us** mean the Park Owner and includes our employees, agents or representatives.

**You and your** mean any resident in the Community.

**Resident** means Home Owner.

Signed By Home Owner/Resident

_____ Date: _____/_____/_____

*By signing this form, you agree to have read and accepted the above Park Rules.*