



Disclosure Documents

Ingenia Lifestyle Sanctuary



Cover Letter & Acknowledgement

Congratulations, and thank you for taking the next step toward purchasing a home in our community. We're delighted to support you through this process and look forward to helping you settle into your new home.

Important Information

- Under Queensland law, you must be given at least 21 days to consider whether our community is right for you before entering into a site agreement.
- If you wish to proceed sooner, this period may be reduced to 7 days by signing a Form 1C Waiver with a Queensland practising lawyer.

Please take time to read the Disclosure Documents carefully. For additional peace of mind, you're welcome to seek independent advice—it's important that you fully understand this information and what it means for you.

Next Steps

If, after reviewing the Disclosure Documents, you're ready to move forward, we'd love to officially welcome you into our community! The next step will be completing:

- A site agreement
- A home purchase contract

We're here to help every step of the way—please reach out if you have any questions or need assistance.

Disclosure Details

Site No.: _____

Community: ***Ingenia Lifestyle Sanctuary***

Fortnightly Site Rent Payable: _____

Acknowledgement of Receipt

Please sign and date below to help us determine your pre-contractual dates.

Name(s)		
Signature		
Date		

Pre-contractual expiry date:	
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Pre-contractual disclosure pack contents

1. Acknowledgement page

- Overview of the disclosure process
- Important next steps

2. Form 16 Comparison Document

- Key community information

3. Community Rules

- Community standards and general house rules
- Resident obligations and restrictions

4. Home Owners Information Document

- Rights and responsibilities of home owners
- Important definitions and concepts
- Site rent and how it may be varied
- Dispute resolution process
- Termination of a site agreement
- Transfer of ownership of a manufactured home

5. Form 2 Site Agreement (proposed)

- Terms and conditions of occupancy
- Special terms applicable to the site

6. Form 2 Annexures

- Annual electricity disclosure (where an embedded network operates)
- Pool Safety Certificate (where a communal pool facility exists)
- Pet Application and agreement

7. Form 1C Waiver (optional)

- For reducing the 21 pre-contractual period
- Instructions for completion

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 20/8/2026 insert date. Some of the information included may not apply to existing site agreements.

Park owner signature Signed by: Nade Jenty Date 20/8/2026

Residential park details

Park name Ingenia Lifestyle Sanctuary

Phone 0455 222 869

Park address 673 Cleveland Redland Bay Road

Suburb Victoria Point State QLD Postcode 4165

Website Ingenialifestyle.com.au Number of current manufactured home sites 173

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

Total number of sites (including other dwelling types) currently in park 173

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 2023

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 - \$280 - \$315 per week

This applies to site agreements entered from ...03/12/2025

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...1 October 2027.....

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: \$ Varies per service

Details of costs / fees and when payable:

Electricity, water, State Emergency Management Levy is payable by each dwelling and is not included in site rent

See sections 1-10, 12 & 13 below

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 Limit on additional solar panels due to capacity restrictions.....
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 ☐ Included in site rent ☒ Not included in Site Rent ☐ Other (specify) Usage Charge/s ☐ Included in site rent ☒ Not included in Site Rent ☐ Other (specify)
7 Gas	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)
8 Telephone	☐ Included in site rent ☒ Available but not included in site rent ☐ Not available ☐ Other (specify)Homeowner to arrange supply & connection.....
9 Internet	☐ Included in site rent ☒ Available but not included in site rent ☐ Not available ☐ Other (specify)Homeowner to arrange supply & connection.....
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 N/A - no additional services or utilities included in site rent

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:

Manager is available Monday - Friday during business hours

.....

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

Area Manager - Phone - 0431 345 063

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Do any other staff work in the residential park?

☒ Yes ☐ No

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

Operational staff consist of - Community Manager, Grounds &
Maintenance Officer

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Part 3 – Facilities and amenities

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

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

☒ Activities, workshops or games room/s

Details: Activities that take place may incur a fee to residents

No workshop

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

Use of facility is included in site rent, events and activities taking place in facility may incur a charge

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

☒ BBQ area outdoors

Details: Located at bowls green & at Bushland Retreat Clubhouse

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

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

☒ Bowling green

☐ Indoor ☒ Outdoor

Details: Outdoor

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

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

☒ Club House

Details: Bushland Retreat Clubhouse

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

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

☒ Communal open space

Details: Outdoor walking trails, dog park

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

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

☒ Gym

Details: Located in clubhouse

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)

Drivers must complete an application form to be eligible to drive bus and be pre-approved by the operator.
 Bus is free of charge to use, fuel to be refilled by user at users expense prior to return.

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

Fuel to refill bus payable by user

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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)

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

☐ Tennis court / Pickleball

Details:

.....

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

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

☒ Changing rooms and showers at sports facilities

Details. At clubhouse

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☒ Kitchens in communal facilities

Details. Located in clubhouse

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

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

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

Golf simulator - available to residents and their guests/visitors

Community trailer - available at no cost to residents to utilise

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:

Parking in garage only, no driveway or adjacent parking

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

☐ Yes ☒ No

If yes, specify number of spaces and any conditions

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Is there additional parking available for visitor use?

☒ Yes ☐ No

If yes, specify number of spaces 15

.....

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

Charge will be applied when RV parking space is delivered later in development

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[illegible]

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)
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? Currently 173 homes are occupied by home owners, there will be 225 homes when development is completed. If no, provide details of any services, amenities or facilities that will become available when development is complete, including when these will be available RV parking area - at completion of development Community shed/ workshop - at completion of development
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:

[illegible]

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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 INA Operations Pty Ltd as trustee for INA Operations Trust No. 11 Australian Company Number (ACN) 159 915 632 Australian Business Number (ABN) 85 753 619 336 Business address Level 10, 20 Bond Street Suburb Sydney State NSW Post code 2000 Phone number (07) 3326 5800 Email address reception@ingeniacommunities.com.au
25 Park contact Please provide contact details for the residential park for information and enquiries if different from above.	Contact name Community Manager Park phone 0455 222 869 Park email sanctuarymgr@ingenialifestyle.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: grvpas@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

SANCTUARY VICTORIA POINT COMMUNITY RULES

Manufactured Homes (Residential Parks) Act 2003 (as amended)

The Community Rules provide a framework that will encourage a standard of behaviour that Home Owners at Sanctuary Victoria Point should expect when living in a community such as Sanctuary Victoria Point. They are based on common sense and courtesy and define acceptable standards that will make Sanctuary Victoria Point an enjoyable place to live for all Home Owners.

These Community Rules should be read in conjunction with your Site Agreement for Sanctuary Victoria Point.

1) COMMON AREAS

- a) All signs posted on common areas, such as those about hours of use, speed limits, form part of these Rules and must be obeyed.
- b) Home Owners, their Authorised Occupants and Visitors must not obstruct or permit the obstruction of walkways, entrances, security features, lighting or other parts of the common areas.
- c) Smoking is not permitted within any Facility in the community, or any area where Home Owners, their Authorised Occupants and Visitors may gather. This rule applies to meeting rooms/communal halls, reception areas, pool enclosure, BBQ, picnic/eating areas etc.
- d) Sanctuary operates a Notice Board displaying Community Notices and Activities. Only the Park Owner and members of the Home Owners Committee authorised by the Park Owner may display notices on the Notice Board.

2) CLUBHOUSE AND FACILITIES

- a) The Clubhouse will only operate between the hours of 6am to 10pm, Monday to Sunday. On not more the five (5) non-consecutive days in any calendar year, operating hours may extend beyond 10pm for functions or events.
- b) When using the Clubhouse and the Facilities it is the responsibility of Home Owners to:
 - i) Leave these areas in a neat and tidy fashion;
 - ii) Return items to their original location;
 - iii) Clean and clear away any mess and rubbish; and
 - iv) Ensure that their Authorised Occupants and their Authorised Visitors comply with these requirements and the Community Rules
- c) Upon completion of use and before leaving the Clubhouse or Facility, any damage or breakages caused by reckless or careless actions of a Home Owner (or their Authorised Occupants and Visitors) are to be paid for by the responsible Home Owner.
- d) Should a dispute arise between Home Owners in relation to the booking and use of the, Country Club and the Amenities, this will be resolved by the Sanctuary Community Manager and in its sole discretion will determine a solution which the Home Owner agrees to observe.
- e) Home Owners are free to utilise the dining, kitchen, bar and barbeque facilities at the Clubhouse. These areas must be cleaned after use and any kitchenware, glassware and utensils used must be washed and stored away.
- f) Use of the Clubhouse and/or Facilities may be withdrawn by the Park Owner in respect of any Home Owner (or their Authorised Occupants or their Authorised

Visitors) that uses a Facility recklessly or without regard to the proper enjoyment of other Home Owners' use of the same.

- g) Offensive or threatening behaviour (including physical or verbal assault, or theft of community or another Home Owner's property) will not be tolerated in any circumstance. A Home Owner (and/or their Authorised Occupants or Authorised Visitors) who breaches this rule will be asked to leave the Country Club area immediately. Repeated breaches will result in a Home Owner (and/or their Authorised Occupants or Authorised Visitors) being refused permission to access and use the Clubhouse and/or Facilities, and in serious situations, may result in an application being made to terminate the Site Agreement.
- h) When on common areas everybody must be adequately clothed, so as not to cause offence or embarrassment to another person. Home Owners (and their Authorised Occupants and their Authorised Visitors) are required to wear appropriate clothing at all times in accordance with the following:
 - i) *Country Club Bars, Lounges, Meeting Room and Theatre*: No singlets are permitted;
 - ii) *Gymnasium* – shirt or singlet must be worn and footwear required (plus towel);
 - iii) *Recreation facilities and physical activity based organised events*- No singlets are permitted, activity specific footwear required;
 - iv) *Mens Shed and Craft Room* – No singlets are permitted, enclosed shoes required, and when using dangerous equipment appropriate protective gear required; and
 - v) *Pool, Spa and Steam Room* – Appropriate swimwear and towels.
- i) Children must be accompanied by a Home Owner at all times. The Park Owner is entitled to request children to be removed from a Facility if they are displaying noisy or disruptive behaviour.
- j) Washing of animals or clothes within the Clubhouse or Facilities is prohibited.
- k) Home Owners must adhere to the rules for the use of the Facilities which are clearly displayed within each Facility for the safety and wellbeing of all Home Owners:
 - i) Where the Facility has a booking system, this booking system must be followed in order to use the Facility. The rules and procedures for this booking system are clearly displayed within the Facility.
 - ii) Children are not permitted in the Steam Room and or sauna, should these facilities be provided.
 - iii) Children are not permitted in the Gymnasium.
 - iv) Rules for all Facilities are available from the Community Manager, and may change from time to time.

3) WH&S, HEALTH AND HYGIENE

- a) In the event of a Government directive, workplace health and safety emergency, pandemic emergency, or other safety, structural concern, health or hygiene event, the Park Owner may close the Common Areas, Clubhouse and/or Facilities in whole or in part temporarily until the Government directive is lifted and/or the Park Owner believes it is safe to reopen.
- b) In the interest of hygiene and health, no one with a contagious illness or skin infection is to enter the pool, spa, steam room or sauna enclosure.

4) ALCOHOL

- a) If there is a liquor licence granted to the Home Owners Association, then all rules and regulations pertaining to the liquor licence must be adhered to.
- b) Home Owners may bring their own alcohol into the Clubhouse.

- c) Home Owners, and their Authorised Occupants and Visitors are to behave responsibly at all times whilst consuming alcohol in the designated areas.
- d) Intoxicated persons may be asked to leave the Clubhouse or Facility.
- e) liquor must not be consumed in the street or within Facilities that are signed as no alcohol areas.

5) 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 any grassed area beside the internal roads, vacant lots or other residents' lots without their permission, or permission from the Park Owner.
- b) Residents cannot drive unregistered vehicles into or on the community roads without permission from the Park Owner.
- c) All visitors, guests and contractor's vehicles should 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 unless otherwise approved by park owner.
- d) Home Owners may not park in a visitor carspace.
- e) The sign posted speed limit is to be adhered to at all times.
- 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 Further Development Works, the delivery of goods or services for a resident or the Community or the Park Owner including tradespersons vehicles. All contractors must report to the Community Manager before entering the Park.
- g) All vehicles parked onsite are parked at your own risk and the Park Owner accepts no responsibility for loss, damage or theft.
- h) Sanctuary is a secure gated community and a Home Owner must not open the gates to callers unless they are visiting with the Home Owner or unless it is to allow access for Emergency Services.
- i) A Home Owner or their Authorised Occupants will not allow tail gating to occur at any vehicle entry gate to Sanctuary.
- j) Access fobs are for Sanctuary residents and their Authorised occupants only and must not be provided to any visitor or third party.

6) MAIL

- a) All mail is delivered by Australia Post to the designated mailboxes.
- b) Home Owners are responsible for clearing their respective mailbox on a regular basis.
- c) Home Owners are responsible to arrange deliveries or parcels to their home. Park owner will not accept any deliveries or parcels on behalf of a Home Owner.

7) PRESENTATION OF HOME & LANDSCAPING

- a) Sanctuary prides itself on its high standard and all Home Owners are expected to maintain the appearance of their home to a standard commensurate with other homes in the Community.
- b) Home Owners must maintain the Garden Bed that is contained within the Site to a reasonable standard consistent with the Homes within Sanctuary.
- c) It is the responsibility of the residents to regularly maintain and keep neat and tidy any gardens of their designated sites.
- d) Landscaping including plants, trees flowers and shrubs must not inhibit the Community Operator's direct access to services such as reading electricity and water meters or encroach on neighbouring sites or roadways.

- e) Gardens of sites in the community must be maintained in accordance with your Residential Site Agreement.
- f) In order to retain the overall communities' aesthetics and streetscape, residents are not permitted to make any alterations or additions to the front yard of their designated site, except as detailed below. Plants provided in the front yard are to be retained. Any additional plants and shrubs require written approval from the Community Operator and will only be approved if within keeping of the front landscaping design of the community. A list of approved plants is available at Reception. If written permission is granted, then residents are to maintain any additional planting.
- g) Garden ornaments and other decorative fixtures of any kind that are visible to others are not permitted.

8) NOISE

- a) 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.
- b) Intrusive, prolonged noise, that disturbs the peace and quiet of other residents, will not be tolerated at any time.

Social functions in the Clubhouse must be brought to the Community Manager's attention for approval prior to the function going ahead.

9) 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 the Park Owner.
- 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) A Home Owner must not store any rubbish bins outside of the Site Area.
- f) A Home Owner will place all refuse only in designated rubbish containers. Placing of rubbish anywhere else on the site area or common areas is prohibited.
- g) Hard rubbish is not to be left outside the Home or the Site Area under any circumstances. Residents are responsible for arranging the disposal of large waste items such as building materials, old furniture, white goods etc., at their own cost.

10) BIKES, SKATEBOARDS, ROLLERBLADES, GAMES ETC

- a) Residents may ride bicycles, including electric bicycles within the community but must at all times ensure that they observe relevant road rules, including speed limits and do so in a manner that does not endanger, or is not likely to endanger, themselves, other persons and must adhere to the relevant terms of the Site Agreement.

11) PETS

- a) Home Owners must have their application approved under the Sanctuary Pet Policy in order to keep a pet; or permit an invitee to bring or keep an animal within Sanctuary, a Home or common property.

- b) Residents who have been given written consent must comply with the Pet Policy. Permission to keep a pet will be withdrawn if the resident does not comply with the Pet Policy.
- c) No animals are permitted in the Clubhouse, pool, spa, steam room or any other Facilities designated as a no animal area.

12) 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) 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. Smoking that directly impacts a resident in an adjoining home is not permitted.

13) MOBILITY DEVICES

A motorised mobility device (electric wheelchairs, mobility scooters and mobility buggies) is considered to be a pedestrian according to road laws. Therefore, it is a requirement that all residents comply with road safety rules that apply to pedestrians.

If riding on a footpath, travel at walking speed which is 2-3kmh.

If riding on the road, you must never exceed the signed speed limit and stay as close as possible to the left-hand side of the road.

Residents must at all times ensure that they use mobility scooters in a manner that does not endanger, or is not likely to endanger, themselves, other persons or any property.

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. (see section 4 of the Act *common area*)

We, our and us mean the Park Owner, Community Manager 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

Signed By Home Owner/Resident

I have read and accept the above Community Rules

Manufactured homes Form 18



Home Owners Information Document

Manufactured Homes (Residential Parks) Act 2003

This form is effective from 6 December 2025

About this document

This document provides information on the rights and responsibilities of manufactured home owners living in residential parks to help prospective home owners decide whether residential park living is the right choice for them.

It is very important that you carefully read this document, your sale agreement and your site agreement before agreeing to purchase a manufactured home in a residential park.

You are strongly encouraged to seek independent legal advice from an experienced Queensland Lawyer on all relevant documents before entering into a site agreement, sale agreement or agreement to an assignment of a home owner's interest in a site agreement.

You should also carefully consider the ongoing costs of living in a residential park, and seek financial advice on whether buying a manufactured home in a residential park is going to suit your financial circumstances now and into the future.

Important information:

- You will not own the land your manufactured home is positioned on in the residential park.
- Home owners are required to pay site rent to the park owner for the use of the land, common property, amenities and facilities in the residential park.
- Your site rent will increase in accordance with the terms of your site agreement.
- In some circumstances, site rent may be increased outside the terms of your site agreement where the increase is necessary to cover a special cost (see part 3 for more information).
- When you buy a manufactured home and enter into a site agreement, you are agreeing to comply with the terms of the site agreement, the park rules for the residential park, and the responsibilities and behavioural standards established by the *Manufactured Homes (Residential Parks) Act 2003*.
- Home owners are required to pay site rent for their manufactured home while it is positioned on site in the park, even where the home owner is no longer residing in the home. This obligation only ceases when a home is sold to a buyer, or the site agreement is terminated, and the manufactured home is removed from the park.
- In some circumstances your site agreement in a residential park may be terminated. Where this occurs, you may be required to remove the manufactured home from the residential park, or transfer ownership of the manufactured home to the park owner in exchange for compensation.

This document should be read in conjunction with a copy of the Residential Parks' Park Comparison Document (Form 16) which includes details about the residential park.

Disclaimer:

The Home Owners Information Document provides an overview of the relevant laws and principles at the time it is provided but may not reflect subsequent changes to legislation. This document does not form part of the site agreement and where there are any inconsistencies between this document and the legislation, the legislation prevails.

Part 1 – Basic information about the residential park

1.1 Park details	Park name Ingenia Lifestyle Sanctuary Real property description Lot 100 on SP 342177 Park owner name Ingenia Communities Park address 673 Cleveland Redland Bay Road Victoria Point QLD 4165 Park manager (if different from above) Community Manager Park manager business address (if different from above) Contact details: Phone 0455 222 869 Email sanctuarymgr@ingenialifestyle.com.au																
1.2 Authority	The park owner has the following authority, approval, consent, licence or permit that is required to operate a residential park The community has all required planning and local government authority approvals from the (include the name of the approving authority, details of the authority and any reference number)																
1.3 Communal facilities, services and other amenities	This is a brief overview of communal facilities available in the residential park. For more information, see the residential park comparison document. <table border="1" data-bbox="448 1178 1453 1612"> <tr> <td>☒ Activities or games rooms</td><td>☐ BBQ area outdoors</td></tr> <tr> <td>☒ Bowling green</td><td>☒ Club house</td></tr> <tr> <td>☒ Communal open space</td><td>☒ Gym</td></tr> <tr> <td>☐ Library</td><td>☐ Restaurant / Cafe</td></tr> <tr> <td>☐ Shops</td><td>☒ Park bus</td></tr> <tr> <td>☒ Swimming pool</td><td>☐ Tennis court / pickleball</td></tr> <tr> <td>☐ Changing rooms and showers</td><td>☒ Kitchen in communal facilities</td></tr> <tr> <td> </td><td> </td></tr> </table> Other communal facilities, amenities or services (please specify) golf simulator, community trailer, dog park	☒ Activities or games rooms	☐ BBQ area outdoors	☒ Bowling green	☒ Club house	☒ Communal open space	☒ Gym	☐ Library	☐ Restaurant / Cafe	☐ Shops	☒ Park bus	☒ Swimming pool	☐ Tennis court / pickleball	☐ Changing rooms and showers	☒ Kitchen in communal facilities		
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☐ Changing rooms and showers	☒ Kitchen in communal facilities																

Part 2 – Important definitions and concepts

2.1 What laws and regulations apply to home owners in residential parks?	The key legislation governing the relationship between home owners and park owners in residential parks are: • the <i>Manufactured Homes (Residential Parks) Act 2003</i> (the Act) • the <i>Manufactured Homes (Residential Parks) Regulation 2017</i> (the regulation) Copies of the legislation can downloaded at: https://www.legislation.qld.gov.au/view/html/inforce/current/act-2003-074 For up-to-date information on amendments to the Act and regulation, please visit the Department of Housing and Public Works website at https://www.housing.qld.gov.au/news-publications/legislation/manufactured-homes
2.2 What is a manufactured home?	Manufactured homes are dwellings owned by a home owner, positioned within a residential park on a site leased from the park owner under a site agreement. The Act defines a manufactured home as a structure, other than a caravan or tent that has the character of a dwelling house which is designed to be able to be moved from one position to another; and is not permanently attached to the land. The definition excludes converted caravans (structures which were originally designed as caravans but are no longer caravans because of structural alterations) but in some circumstances a converted caravan may be taken to be a manufactured home if a site agreement is in place.
2.3 What is a residential park?	The Act defines a residential park to be “an area of land that includes sites, common areas, and facilities for the personal comfort, convenience or enjoyment of persons residing in manufactured homes positioned on sites”. Residential parks are sometimes called land lease communities or lifestyle parks. A key aspect of the residential park / land lease housing model is that manufactured home owners buy and own their home but pay site rent for the land the home is positioned on to the residential park owner. The site rent may also pay for communal facilities, services and amenities in the park, as well as the maintenance and administration of the park.
2.4 What is a home owner?	Under the Act a home owner is defined as a person who owns a manufactured home that is positioned on a site in a residential park under a site agreement. The definition also includes: • a person who owns a manufactured home but rents out the home to another resident • a person who intends to position a manufactured home on a site in a residential park under a site agreement for use by the person as the person’s principal place of residence; or • a person who obtains an interest in a site agreement as the personal representative or a beneficiary of the estate, of a deceased home owner; or • another successor in title of a person mentioned above.

2.5 What is a park owner?	A park owner is someone who owns a residential park. Under the Act, this can include the personal representative or beneficiary of a deceased park owner, a mortgagee in possession of the residential park for which site agreements are in force, or another successor in title of the park owner.
2.6 What is a site agreement?	A site agreement is defined as the agreement between a park owner and home owner which provides for: • the rental of land owned by the park owner in the residential park by the home owner • the positioning of a manufactured home on the land and • the home owner's non-exclusive use of the park's common areas and communal facilities. The site agreement establishes the contractual relationship between the home owner and park owner and sets out the rights and obligations of each party. It is essential that you read and understand your site agreement before moving into a residential park. Site agreements must meet the requirements set in legislation, be in the approved form, and must not include any prohibited terms. Site agreements include terms about the home owner's responsibilities, the park owner's responsibilities, park rules for the residential park, the terms of any tribunal orders in force about the agreement and other duties and entitlements established by the Act. Site agreements may also include 'special terms' establishing additional rights and entitlements under the site agreement. Special terms may be altered where both parties agree, or by an order of the Queensland Civil and Administrative Tribunal (QCAT) as part of a dispute about the special terms. Site agreements cannot include any terms which are inconsistent or seek to contract out of the requirements under legislation, and any terms which purport to do so are void.
2.7 What is a sale agreement?	A sale agreement is an agreement between a buyer and a seller to purchase a manufactured home in a residential park. It is different from a site agreement which provides for the positioning of a manufactured home on a site. The seller may be either the park owner a home owner, or another party, such as a developer who owns a manufactured home. Sale agreements must include any terms and information prescribed by regulation.

2.8 What is a home owners committee and how are they formed?	A home owners committee is a group of home owners who are empowered to approach, engage and communicate with the park owner about the day-to-day running of the park and any complaints or proposals about the operation of the park raised by home owners. Home owners in a residential park may establish a home owners committee by conducting an election among themselves and may adopt a constitution by a majority vote of home owners. The home owners committee may decide its own procedures and form subcommittees as needed. The committees constitution must not be inconsistent with the Act and must provide for any matter prescribed under a regulation. Park owners have special obligations to respond to complaints or proposals raised by the home owners committee within 21 days of receiving a written notice. A park owner must not restrict the home owners in a residential park from forming a home owners committee or performing their duties as a home owners committee. For more information and guidance on home owners' committees, you can visit: https://www.qld.gov.au/data/assets/pdf_file/0033/339909/home-owners-committee-handbook.pdf
2.10 What is CPI?	CPI stands for Consumer Price Index and is a common basis for increasing site rent in residential parks. Any references to CPI in the Act, or in a site agreement refers to the Consumer Price Index: All Groups Index Numbers—Weighted Average of Eight Capital Cities published by the Australian Bureau of Statistics.
2.11 What is QCAT?	The Queensland Civil and Administrative Tribunal (QCAT) is the main body for resolving disputes in residential parks and has jurisdiction to make orders about most matters in a residential park. For more information, see the QCAT website at https://www.qcat.qld.gov.au/ Before seeking an order from QCAT about a dispute in a residential park, you will often be required to follow the escalating dispute resolution process set out in the Act. For more information on the dispute resolution process, see Part 4 of this document.

Part 3 – Site rent and how it may be varied

3.1 What do I need to know about site rent?

The site rent payable for a manufactured home in a residential park is set in the site agreement. The amount can sometimes be negotiated between the park owner and the home owner before entering into a site agreement. The Act does not limit what site rent can be charged for a home owner entering into a site agreement but any subsequent increases in site rent are subject to legislative limitations as outlined in sections 3.2, 3.3 and 3.4.

Under the Act, there are two types of site rent increase:

- a general increase, and
- an increase to cover special costs.

Different rules apply depending on what kind of site rent increase is proposed. These are detailed in sections 3.2 - 3.4.

It is important that you understand the cost and frequency of site rent payments, and how much it might increase over time before signing a site agreement. For many home owners, this is one of the key factors impacting their quality of life and satisfaction in the park.

You should ensure you can afford future increases in site rent, especially if your circumstances change while living in the residential park. For example, if you are a couple, you should consider whether you will be able to afford site rent if one of you passes away or needs to move into aged care.

Residential parks are commercial enterprises and revenue from site rent supports residential parks to be profitable in addition to covering a range of operational costs such as maintenance of facilities, loan payments, local government rates and charges, wages, and insurance.

3.2 General increases in site rent

What are general increases in site rent?

General site rent increases are calculated according to the method set out in the site agreement and at the frequency set out in the site agreement. General site rent increases can only occur using one of the following methods prescribed by regulation:

- a) An amount worked out by multiplying the site rent by the CPI increase
- b) An amount worked out by multiplying the site rent by a stated percentage (for example 3%)
- c) A stated amount expressed in dollars (for example \$8)
- d) An amount worked out by apportioning the relevant rates increase for the residential park across home owners
- e) An increase based on the higher or lower of any two of (a) to (d) above (for example, 3.5% or CPI, whichever is higher)
- f) Increase in site rent based on the sum of any two of (a) to (d) above into a single calculation (for example $\text{CPI} + 1\%$).

The way your site rent increases is a very important aspect of your site agreement, and it is essential you understand how it will affect you, and have budgeted for how site rent will increase in future.

3.3 Limitations on general increases in site rent	What limitations apply to general increases in site rent under the legislation? <u>General site rent increases limited to the higher of CPI or 3.5%</u> The Act provides a ceiling on the maximum general site rent increase that can occur each year. Under the Act, a general site rent increase cannot exceed <u>the higher of</u>: • CPI or • 3.5 per cent. Where the increase bases in a site agreement would result in an increase amount higher than the ceiling, it must be lowered to that ceiling. This ceiling does not replace the terms of your site rent increase basis, and where a site agreement provides for a site rent increase which is below the ceiling, it must be applied as normal. To illustrate how this works: • If a site agreement allows for a fixed rent increase of 3% per year, and CPI is 6%, then the maximum site rent increase stays at 3% as per the site agreement. • If a site agreement allows for site rent to increase by CPI+2%, and CPI for that year was 3%, then the maximum site rent increase for that year would be 3.5%, and not 5% as provided for in the agreement. • If a site agreement provides for an increase based on CPI, and CPI is 5%, then the maximum site rent increase is 5%, as the cap raises to the level of CPI when CPI exceeds 3.5%. • If a site agreement has a flat \$20 increase in weekly site rent per year, weekly site rent is \$200 and CPI is 3%, the maximum increase would be \$7 per week, as this presents 3.5% of \$200 and 3.5% is the ceiling when CPI is equal to or below 3.5%. <u>One basis at a time</u> Sometimes site agreements may include different bases for increasing site rent in different circumstances. For example, a site agreement may include an annual CPI increase and an increase based on government rates once every 3rd year. Where these are expressed as separate bases in a site agreement, only one of those bases could be used in the year they coincide. A formula which clearly adds two components into a single calculation such as CPI +1% or provides alternatives such as “the higher of CPI or 3.5%” are considered a single bases and may be used. <u>Maximum of one general increase per year</u> General site rent increases cannot occur more than once per year for a site in a residential park. As a result, there should never be more than one general increase of site rent per year. <u>General site rent increase day</u> Rent increases in a residential park must occur on a general increase day, which is nominated by the park owner for a particular basis of review. If different types of site agreements in the park use different rent increase formulas (such as CPI-only or CPI + a fixed percentage), each group may
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	have a different increase day. However, all home owners with the same rent increase method must have their rent increased on the same day. <u>Minimum notice period for general increase in site rent</u> If the park owner wants to increase the site rent in accordance with the site agreement, notice of the proposed increase must be given to the home owner at least 35 days before the general increase day. <u>Disputing a general increase in site rent</u> A home owner who wishes to dispute a general increase in site rent must, within 28 days of receiving the general increase notice must give the park owner a dispute negotiation notice for the dispute. Disputes about site rent increases must be dealt with using the dispute resolution provisions in the Act, which are described in Part 6 of this document.
3.4 Increases in site rent to cover special costs?	Can site rent be increased in other ways to cover special costs? In certain circumstances, the park owner may increase site rents in a residential park to cover special costs using methods not contained in the site agreement. There are special rules in the Act about when these of increases can occur. There are three types of special costs which may be used to increase site rent: • an operational cost: a significant increase in the cost of running the park such as a significant increase in rates, taxes or utility costs for the park • a repair cost: the cost of significant repairs in relation to the common areas or communal facilities in the park that the park owner could not reasonably have foreseen • an upgrade cost: the cost of significant upgrades to the common areas or communal facilities in the park. What is the process for increasing site rent to cover a special cost? Home owners cannot have their rent increased to cover a special cost unless they agree to the increase, or the park owner complies with the dispute resolution requirements in the Act and then makes an application to the QCAT to have the site rent increase confirmed. In considering an application to increase site rent to cover a special cost, the tribunal can consider a wide range of matters. Where a park owner proposes an increase in site rent to cover a special cost, they must provide the home owner with an <i>Increase in site rent to cover special costs notice (Form 13)</i> at least 2 months before the proposed increase and seek the home owner's agreement to the proposed increase. Home owners who disagree with a proposed increase, or do not respond within 28 days, are taken to be disputing the site rent increase for a special cost. What are the requirements for QCAT to confirm an increase in site rent to cover special costs? QCAT may only confirm an increase for an operational cost or a repair cost if it is satisfied that if the site rent is not increased as proposed, the residential park will not be commercially viable without significantly reducing the park owner's capacity to carry out their responsibilities in running the park. For a repair cost, QCAT will also consider whether the park owner could have reasonably obtained insurance to cover the cost.

	What if a large majority of home owners agree to a special increase to fund an upgrade of the park? Special rules apply where an increase relates to an upgrade cost and the home owners for at least 4 sites in the park have received a notice about it. In that case, if the home owners for at least 75% of the notified sites agree to the increase, then the home owners for all notified sites are taken to have agreed to the proposed increase. Can I be threatened, intimidated or coerced into agreeing to an increase in site rent to cover a special cost? A park owner must not threaten, intimidate or coerce a home owner to agree to a proposed increase in site rent or to refrain from making an application to the tribunal seeking a review of site rent. When do I need to start paying an increase in site rent to cover a special cost? If a home owner agrees to the proposed increase, the increase is payable from the special increase day specified in the notice. For a repair or upgrade cost, the increase stops being payable at the end of the period specified in the park owner's notice. If the park owner has applied to QCAT to have the increase in site rent to cover a special cost approved, QCAT will make a ruling on when the increase in site rent first becomes payable, and how long it lasts.
3.5 How can site rent decrease in a residential park?	A home owner in a residential park may seek a rent decrease where: • the amenity or standards of the residential park's common areas and communal facilities have decreased substantially since the site agreement was entered • a communal facility or service provided at the park when the site agreement commenced has been withdrawn or • a communal facility or service described in advertising or another document prepared by or for the park owner the home owner was aware of before the site agreement was entered into has not been provided in the park. If you wish to seek a rent reduction on these grounds, you may either discuss this with your park owner or commence the dispute resolution process (as described in part 5 of this document) by issuing the park owner a dispute negotiation notice. Where a dispute regarding a site rent decrease cannot be resolved, the home owner may apply to QCAT for an order reducing the site rent. When considering whether to order a reduction in site rent, the tribunal will likely consider the site agreement, the home owners information document, any relevant advertising made available to the home owner by the park owner before entering the site agreement, and any other documents the tribunal considers relevant. Any terms of a site agreement which purport to prevent you from seeking a reduction in site rent where there is a decrease or reduction in the standards, amenity or community facilities or services are prohibited.

Part 4 – Responsibilities of home owners and park owners in the residential park

4.1 Home owner responsibilities

What are a home owner's responsibilities in a residential park?

Home owners under a site agreement must comply with their responsibilities under the Act. These responsibilities are taken to be terms of the site agreement.

By signing the site agreement, the home owner(s) agree to:

- Use the site as a place of residence only.
- Use the residential park's common areas for purposes associated with residential use only.
- Not use the site or common areas for an illegal purpose or allow guests or tenants to do so.
- Comply with the following **behavioural standards** in **section 105** of the Act and ensure, as far as reasonably practicable, that tenants and guests comply with the standards:
 - Respect the rights of other home owners and other persons in the park.
 - Do not unreasonably interfere with, or allow interference with, the reasonable peace, comfort or privacy of another home owner or resident.
 - Respect the right of the park owner and their representatives to work in an environment free from harassment and intimidation.
 - Do not act in a way that adversely affects the occupational health and safety of a person working in the residential park.
- Pay the park owner the site rent and other charges payable under the site agreement (e.g. utility costs if separately measured or metered).
- Not intentionally or recklessly damage or destroy the park's common areas or communal facilities or allow guests or tenants to do so.
- Maintain the manufactured home in a reasonable state of cleanliness and repair so it is fit to live in.
- Comply with the site agreement and park rules.

What happens if breach my responsibilities as a home owner?

If you are in breach of your obligations under your site agreement the park owner may, depending on the nature of your contravention, take actions including:

- Issuing you a notice of your contravention; or
- Initiating a dispute under the staged dispute resolution process in the Act; or
- Applying to QCAT to have your site agreement terminated.

A park owner cannot impose a monetary penalty on a home owner for breaching their site agreement. Any terms of a site agreement which seek to do so are prohibited.

4.2 Alterations to the manufactured home	Can I make alterations to the external appearance of my manufactured home? Under the Act, a home owner must seek written approval from the park owner before making external alterations that are visible from the outside of the manufactured home. The park owner cannot unreasonably refuse to give approval for an external alteration. If you believe the park owner has been unreasonable in refusing to approve an external alteration to the manufactured home, you can seek to resolve the issue using the staged dispute resolution process described in part 6 of this document. Do I need approval to make alterations to my manufactured home which are not visible from outside? Typically, you do not need park owner approval to make alterations to your manufactured home which are not visible from outside. Site agreement terms which require you to seek park owner approval for these kinds of alterations are prohibited under the regulation, and not enforceable.
4.3 Reletting the manufactured home	Can I rent out my manufactured home to tenant? Under the Act, you may only rent your manufactured home to another person where you are permitted to do so in your site agreement. If you intend on letting your manufactured home, or may wish to do so in the future, it is important to ensure your site agreement will allow it. If your site agreement does allow letting, and you rent the manufactured home to another person, you must notify the park owner of the tenant's name, and the period of the tenancy as soon as practical.
4.4 Park owner responsibilities	What are the park owner's responsibilities in a residential park? Park owners under a site agreement must comply with their responsibilities under the Act. These responsibilities are taken to be terms of the site agreement. By signing a site agreement, the park owner acknowledges their obligation under the Act to: • Take reasonable steps to ensure home owners and their tenant always have access to their site and reasonable access to the common areas. • Maintain the common areas and communal facilities in a reasonable state of cleanliness and repair so that they are fit for use by home owners and their tenants. • Be reasonably available or have a park manager available to home owners and their tenants at reasonable times for consultation regarding park operations, including the supply of utilities. • Ensure continuity of supply of utilities to the park and sites to the extent it is within the park owner's control. • Comply with the following behavioural standards: - respect the rights of home owners and other residents of the park

	- not unreasonably interfere with, or allow interference with the reasonable peace, comfort or privacy of a home owner or other residents - take reasonable steps to ensure a home owner or other resident, or their guest, does not interfere with the reasonable peace, comfort or privacy of another home owner or resident - use the park owner's best endeavours to ensure each home owner or resident lives in an environment free from harassment and intimidation - not unreasonably restrict the right of a home owner or other resident to autonomy over their personal, financial or other matters or possessions - not unreasonably restrict a home owner or other resident from exercising self-reliance in matters relating to their personal, domestic or financial affairs - give a complete response to correspondence from a home owner, resident, or their representative, within 21 days of receiving the correspondence if the correspondence is considered 'relevant correspondence' under the Act, and the park owner has not given a previous response to it under the Act. • Comply with site agreements and park rules. • The park owner must take reasonable steps to ensure a home owner has quiet enjoyment of the home owner's site in the park and the common areas. • The park owner, or park manager must not interfere with the reasonable peace, comfort or privacy of a home owner in using the home owner's site in the park, or the common areas. • The park owner must ensure an emergency plan is prepared for the park, providing for the emergency procedures including an effective response to an emergency, procedures for evacuating home owners and other residents from the park, notifying emergency services organisations at the earliest opportunity, arranging for medical treatment and assistance, and effective communication between the person authorised to coordinate the emergency response and home owners. • The emergency plan must also provide for the testing of the emergency procedures, including the frequency of testing, and information, training and instructions to the home owners and other residents of the park about implementing the emergency procedures. • The park owner must ensure that emergency vehicles (e.g. ambulance, fire and police) have ready access to the park in an emergency at all times, unless the park owner has a reasonable excuse. • The park owner must not restrict a visitor in visiting a home owner or other resident at a site or in a common area of the residential park if they are providing, or intending to provide, a health or community service to a home owner or other resident and they are suitably qualified to do so. This includes medical services, ambulance services, community care service, welfare services or services delivering medicine or providing transport to a person incidental to another health or community service.
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	• The park owner cannot restrict other visitors unless the park owner has a reasonable excuse, such as where a visitor was interfering with the reasonable peace, comfort or privacy of another home owner (or resident). • The park owner must not unreasonably interfere with a home owners right to participate in a home owners organisation. • The park owner must maintain a noticeboard in a prominent position within the common areas and allow home owners to read the board and place notices or other material relevant to the park on the board. • The park owner must ensure trees in common areas are maintained so they do not pose a danger to any person or property. Maintenance of trees on an individual site is subject to negotiation between the home owner and the park owner and should be included as a special term of the site agreement. • The park owner must establish and maintain reasonable and accessible mail facilities at the park. • If there is a change in the business hours contact telephone number for the park owner or park manager, the park owner must give home owners notice of the change within 7 days. • If a utility at the site is not already separately metered, and the park owner wants to start separately measuring your usage, the park owner must pay the full cost of installing the meter. • The park owner must not engage in conduct that is fraudulent or misleading in the operation of the park or in acting as a home owner's agent to sell or to negotiate the sale of a manufactured home. • The park owner must not engage in harassment or unconscionable conduct in the operation of the park or in acting as the home owner's agent to sell, or to negotiate the sale of a manufactured home.
4.5 Park owner to access site	When can the park owner access my site in a residential park? The park owner or park manager may only enter the site of a home owner's manufactured home in the following circumstances: • if the home owner consents to the entry • in an emergency • to read a meter situated on the site if the park owner arranges for the supply of electricity, gas or water to the site (but not on a Sunday or public holiday or outside the hours of 8 am to 8 pm without written consent from the home owner) • to carry out an inspection or maintenance of the site after giving the home owner at least 2 days' notice of the proposed entry (but not on a Sunday or public holiday or outside the hours of 8 am to 8 pm without written consent from the home owner) • to show the site to a prospective home owner (if the park owner has been appointed as a selling agent by the home owner) after giving the home owner at least 1 day of notice of the inspection (but not on a Sunday or public holiday or outside the hours of 8 am to 8 pm without written consent) • if the park owner reasonably believes the home has been abandoned under an order of the tribunal permitting entry to the site for a stated purpose.

4.6 Park rules	What are park rules? Under the Act, the park owner may make rules about the use, enjoyment, control and management of the park. These rules may be made in relation to: • the use and operation of the communal facilities • the making and abatement of noise • the carrying on of sporting and other recreational activities • the speed limits for motor vehicles • the parking of motor vehicles • the disposal of refuse • the keeping of pets and • other things prescribed under a regulation You will receive a copy of the park rules alongside other precontractual disclosure information. By entering into a site agreement, you are agreeing to comply with the park rules so it is important you read them and understand them before signing the site agreement. How can park rules change in a residential park? The park owner may change park rules in accordance with the Act. To change a park rule, the park owner must send a notice to home owners in the residential park of the proposed change, information on how to object to the proposal, and give home owners at least 28 days to object to the proposal changes. Can I object to changes in park rules? Home owners may object to the proposal (or part of the proposal) within the notice period if they believe it is unreasonable and give reasons why they believe the proposal is reasonable. If the proposal receives objections by at least 5 home owners (or a majority of home owners where there are less than 10 sites in the park), the park owner and the home owners who have objected may set up a committee called a “park liaison committee” to consider the objections. This committee is different to the home owners committee for the park. The committee should consist of a person chosen by the objectors, the park owner or the park owner’s nominee and another person agreed by both parties. The park liaison committee must consider all objections made about the proposal and decide whether the proposal is reasonable or unreasonable. If the proposal is found to be unreasonable, the park liaison committee must change the proposal to make it reasonable. If the park liaison committee makes a decision which is contrary to objections made about the proposal, the committee must invite the objectors to attend a meeting, notify the objectors of the proposed decision and allow the objectors to have their say on the proposed decision. Once the decision is finalised, the park liaison committee must notify all home owners of their decision, and the notify the park owner, if the park owner was not on the committee.
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	What if there is disagreement about who should be on the park liaison committee? If the representative of the objectors, and the park owner cannot agree on the third member of the committee within 7 days, the park owner must give a non-resolution notice to all objectors. Objectors may then seek to have the matter resolved using the dispute resolution process in the Act and apply to QCAT to have the matter referred to dispute mediation. What if an objector disagrees with the park liaison's committee' If an objector or the park owner disagree with the park liaison committee's decision about the change in park rules, they can, within 7 days of receiving notice of the decision, apply to QCAT to have the matter referred to dispute mediation. What happens if mediation is unsuccessful? If a dispute about the change in park rule is not resolved through mediation, parties may apply to QCAT for an order declaring the proposal to be reasonable or unreasonable. See part 5 for more information on the dispute resolution process.
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Part 5 – Buying, selling and transferring Ownership of a manufactured home

5.1 The process for buying / selling a manufactured home	What is the process for buying a manufactured home in a residential park? When moving into a residential park, you must enter into a site agreement with the park owner for use of the site in the residential park, and buy the manufactured home off the current owner (whether this is an existing home owner or a park owner). The park owner is required to give you the following precontractual disclosure documents at least 21 days before entering into the site agreement: • The comparison document for the residential park (Form 16) • A document containing the information mentioned in schedule 1 of the Act (the Home Owners Information Document) • A copy of the proposed site agreement (Form 2) The buyer can waive their right to a 21-day precontractual disclosure period and reduce it down to 7 days where they have received independent legal advice from a Queensland Lawyer about entering into the site agreement and sign a precontractual disclosure waiver (Form 1C). What is the process for a home owner selling a manufactured home in a residential park? To sell a manufactured home, the process is as follows: • The home owner provides notice of their intention to sell the home to the park owner(form 15) • The park owner provides the home owner notice of whether they offer selling services, and what the site rent will be for the home under a new site agreement.
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	• The home is marketed by the home owner (seller), their agent, or the park owner acting as the seller's agent under a selling authority. • When a buyer is identified the buyer and seller commence the process to enter into a sale agreement for the sale of the manufactured home, and the seller provides the buyer's name and contact details to the park owner (where the park owner isn't the selling agent). This sale agreement cannot be completed until the buyer and park owner have entered into a site agreement. • The park owner must provide the precontractual disclosure documents to the buyer, and cannot enter into the site agreement until the end of the precontractual disclosure period. • Once a site agreement has been entered into, the sale agreement can complete, and the buyer becomes the home owner for the manufactured home subject to a cooling-off period during which they can change their mind and terminate the site agreement and sale agreement. For more information on cooling-off periods, see section 6.9 of this document. • After signing the site agreement, the park owner must provide a copy of the site agreement to the home owner within 10 days. Where the owner of the manufactured home is the park owner, the requirements to provide the park owner with notice of intention to sell, and notice that the home has been sold to a buyer, do not apply. Under the Act, a park owner cannot unreasonably refuse to enter into a site agreement with the buyer of a manufactured home. Disputes over whether a park owner has unreasonably refused may be resolved using the dispute resolution processes provided for in the Act as described in Part 5 of this document.
5.3 Particular terms must be the same new site agreements	Do I receive the same site agreement as the seller when buying a pre-owned manufactured? When buying a manufactured home off an existing home owner, you will enter into a new site agreement with the park owner for the residential park, and this may include different terms and conditions such as a different starting site rent, or differences to how site rent can increase. It is important that you read, understand, and are satisfied with your site agreement with the park owner. However, under the Act, the park owner must ensure that particular terms of a site agreement are the same as the earlier site agreement between the seller and the park owner. Terms which must be the same are: • The utilities included in the site rent payable for the site (unless this was subsequently modified in accordance with the Act) • The communal facilities, services and other amenities including in the site rent payable for the site • Any matters prescribed by regulation. What if I don't want the same terms as the previous site agreement? The buyer and park owner can mutually agree to vary the terms mentioned above by signing a notice which specifies what the original terms were, and stating what the new terms of the site agreement are.

5.4 Buyback and site rent reduction scheme	What is the buyback and site rent reduction scheme? In residential parks, home owners who are experiencing difficulty selling their manufactured home may be eligible to use the buyback and site rent reduction scheme in the Act. Under this scheme, eligible home owners will be required to pay less site rent if their home hasn't sold 6 months after they opt into the scheme, and where their home has not sold within 12 months of opting-in, the park owner must purchase the home at market value. Who is eligible to join the scheme? The scheme applies to homes <u>purchased on-site</u>, and not relocated onto the site by a home owner or a former home owner. A home owner can 'opt in' to the buyback and rent reduction scheme if: • their home has been on the market for 6 months and hasn't sold • the home is vacant; and • if the park owner has indicated they offer selling services, they have been appointed to sell the manufactured home under a selling authority. Once the home owner joins the scheme, the home owner and park owner must establish a resale value for the manufactured home. How is the market value of the home determined for a buyback? Within 14 days of the home owner opting into the buyback and site rent reduction scheme, the home owner and park owner must agree on a resale value for the eligible home. If the home owner and park owner cannot agree on the resale value of the eligible home, they must jointly appoint a valuer to determine the resale value of the home. If the manufactured home does not sell, the home owner and park owner must reconsider, and agree on, the resale value, or appoint a valuer to re-estimate the resale value at the following points: • 6 months after opting into the scheme • 9 months after opting into the scheme. Where the home owner and park owner cannot agree on a registered valuer, the park owner must notify the chief executive of the Department of Housing and Public Works, who will nominate a valuer within 14 days of receiving the application. What are the benefits of the scheme? If the home hasn't sold, site rent must be reduced by 25% six months after joining the scheme. If the home hasn't sold, twelve months after joining the scheme (18 months from the home going on the market), the park owner must buy back the manufactured home at the agreed resale price. Can the park owner seek an extension on requirements to buyback a manufactured home? There are mechanisms for the park owner to seek extensions on this timeframe, including:
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	• A once-off 6-month extension where the <u>park owner has made all reasonable attempts</u> to sell the manufactured home, and the extension would not be unfair to the home owner. • A repeatable extension where the buyback requirements <u>would cause undue hardship for the park owner</u> and the extension would not be unfair to the home owner. What is the process for joining the buyback and site rent reduction scheme? • You provide notice to the park owner when you start selling your home. • If the park owner provides selling services, you must appoint them to sell the manufactured home. Otherwise, you may sell the manufactured home yourself or with an agent*. • Where the home is vacant, and hasn't sold for 6 months, you must provide notice to the park owner that you want to join the buyback and site rent reduction scheme. If the park owner did not previously provide selling services, they have a second opportunity to take over selling the manufactured home. • You and the park owner must agree on a market price for the home, or have a registered valuer appointed to value the home, with this price redetermined at the required intervals (6 months and 9 months after joining the scheme). • 6 months after joining the scheme, your site rent must be reduced by 25%. • 12 months after joining the scheme, the park owner must buy the home at the agreed value. <i>*Note: Home owners may sell their manufactured home themselves at any time. However, the time you spend trying to sell the home will only count towards eligibility for the buyback and site rent reduction scheme where the park owner does not provide selling services.</i>
5.5 Assigning your site agreement to relatives	What is assignment? Under the Act, a home owner may assign their interest in a site agreement to another person where the other person is a relative of the home owner, and the park owner consents to the assignment. Where this occurs, the existing site agreement continues and the family member who is assigned the agreement adopts all of the rights and obligations of the home owner under the site agreement. This is called assignment. Who is a relative for the purpose of assignment? Under the Act, a "relative" includes the home owner's spouse, child, stepchild, parent, step-parent, sibling, step-sibling or half sibling. What are the benefits of assigning a site agreement? Assignment may be beneficial where entering into a new site agreement with the park owner may result in an increase in site rent, or different site rent increase terms that may be undesirable to the person assigned the site agreement. For example, assigning a site agreement might be appropriate where a couple are living in a manufactured home but only one of them is a party to

	the site agreement. Assignment would allow the other member of the couple to adopt the home owners interest in the site agreement without needing to enter into a new site agreement. How do I assign a site agreement? To assign a site agreement to a relative, the assignor (person transferring the site agreement) and assignee (person receiving the site agreement) must each sign 2 copies of the form of assignment and provide these to the park owner along with a notice asking the park owner to consent to the assignment. The form can be found on the Department of Housing and Public Works website at https://www.qld.gov.au/housing/buying-owning-home/housing-options-in-retirement/manufactured-homes/forms The assignment has effect only if the park owner consents. Where the park owner consents, they must sign both copies of the form of assignment and give them to the assignor. If the park owner refuses to consent to the assignment, they must return both copies of the form to the assignor and give the assignor notice of the decision and the reasons for it. If the park owner does not consent to the assignment within 28 days, they are taken to have refused consent. What happens if the park owner refuses to consent to an assignment? If the park owner refuses to consent to an assignment (or is taken to have refused consent to an assignment) and you believe the refusal was unreasonable, you can issue a dispute negotiation notice and follow the dispute resolution processes described in Part 5 of this document. Is assignment necessary for beneficiaries of deceased estates? Under the Act, the definition of home owner automatically includes a person who obtains an interest in the site agreement as the personal representative, or a beneficiary of the estate of a deceased manufactured home owner. Where this applies, it may not be necessary for the beneficiary to be assigned the site agreement to become the home owner under the site agreement. It is strongly encouraged that you seek independent legal advice about how the law applies to your individual circumstances.
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Part 6 – Dispute resolution process

6.1 Informal resolution	What are my options before formally commencing a dispute? Home owners and park owners are encouraged to try and resolve any issues informally through polite, respectful and clear communication and agreement. By listening to each other and being heard by each other, clearly identifying issues, considering options, alternatives and approaches, many disagreements can be resolved before they become a dispute. An open, communicative and harmonious environment in a residential park benefits everyone. However, where informal resolution of a dispute is not possible, the Act includes formal procedures that can be followed when seeking resolution.
6.2 Formal dispute resolution processes	If informal resolution doesn't work, what is the formal dispute resolution process? The decision-making body for residential park disputes is the Queensland Civil and Administrative Tribunal (QCAT). However, most disputes under the Act must proceed through a staged dispute resolution processes before they can be considered by QCAT. The staged dispute resolution process starts with dispute negotiation, followed by mediation, and then a hearing by the QCAT. These processes only apply to disputes between the park owner and home owners or prospective home owners, or in home owner to home owner disputes about a home owner's right or obligations under the Act. They do not apply to disputes between people living in residential parks who are not home owners. What is dispute negotiation? Dispute negotiation is the process of formally setting aside time to meet and try to reach a mutually agreeable outcome. You can initiate a dispute by providing a dispute negotiation notice (Form 11) which states the matters in disputes and nominating a time and place to meet. The other party must then respond within 7 days, and either agree to the time and place, or propose an alternative. A dispute negotiation notice (Form 11) is available on the department's website at https://www.qld.gov.au/housing/buying-owning-home/housing-options-in-retirement/manufactured-homes/forms/. What is mediation? Where parties have attempted dispute negotiation and been unable reach an agreement, a party to the dispute may apply to the registrar of QCAT to have the matter referred to mediation. Dispute mediation is a structured conversation facilitated by an independent third-party mediator. The mediator is not there to make a decision about who is right or wrong but assist both parties in clarifying problems and help them to reach agreement about a solution. What is a QCAT hearing? If parties are unable to resolve the dispute during mediation, or the dispute is exempt under the Act, either party can apply to QCAT to resolve the

	dispute. Home owners may also make a joint application to the tribunal if disputes arise out of the same or similar facts or circumstances. Individuals usually conduct their own case unless the tribunal allows another person to appear on their behalf. For more information on applying to QCAT and applicable fees visit https://www.qcat.qld.gov.au/.
6.3 Disputes exempt from staged dispute resolution procedures	Some disputes are exempt from the staged dispute resolution process and may proceed directly to hearing at QCAT without negotiation or mediation – typically in cases where there is a higher level of urgency. This includes: • Where a park owner is applying for termination of a site agreement due to non-compliance, unremedied contraventions or other reasons. • Where a home owner seeks an extension of time for giving vacant possession of a site due to unforeseen circumstances. • Where a park owner seeks a declaration that the home owner has abandoned the home allowing the park owner to sell the home and any personal effects. • Where a park owner seeks payment of after-termination site rent. • Where a party is seeking orders related to the buyback and site rent reduction scheme. • Where a park owner is seeking permission for the park owner or manager to enter a site for a stated purpose. • Where a party is seeking an order that a stated term in a site agreement is void because it includes a prohibited term.
6.4 Breaches of the Act	What if I want to report a breach of the legislation? If the issue relates to a possible breach of the Act, the parties can contact the Department of Housing and Public Works on 13 QGOV (13 74 68) for advice and consideration of the breach.

Part 7 – Termination of site agreement

7.1 Site agreements are ongoing until termination	When does a site agreement end? Site agreements in a residential park have no defined end point and will continue until they are terminated in accordance with the Act. There are limited circumstances in the Act in which a site agreement can be terminated, and any provisions of a site agreement which seek to terminate a site agreement outside the circumstances prescribed by the Act are illegal. The different ways site agreements can be terminated are described in this part.
7.2 Termination by mutual agreement	Can the park owner and I mutually agree to terminate a site agreement? Where the home owner and park owner agree that the site agreement should be terminated, the parties to the site agreement may terminate the site agreement by completing a <i>Termination notice—by mutual agreement</i> (form 4).
7.3 Termination of the site agreement by the home owner	How else can I terminate a site agreement? The home owner may terminate the site agreement at any other time by issuing a <i>Termination notice—by home owner</i> (form 5). The notice must include a day, not later than 28 days after the notice is given, that the agreement is terminated. Where a site agreement is terminated by the home owner, the home owner is required to provide vacant possession of the land on or before the date the site agreement is terminated.
7.4 Termination of the site agreement initiated by park owner due to home owner actions	When can the park owner terminate the site agreement? The park owner may only terminate a site agreement by making an application to QCAT. An application to terminate a site agreement can only occur where: • The home owner contravened a term of the site agreement and failed to remedy the contravention within 28 days of being given a <i>Notice to remedy breach</i> (form 6). • The home owner assaulted, threatened to assault, attempted to assault or arranged for someone else to assault a person who was lawfully in the park. • The home owner wilfully destroyed the property of others in the park or site. • The home owner used the site other than as a place of residence. • The home owner, tenant or guest repeatedly interfered with the quiet enjoyment of the park by other residents and did not comply with a <i>Notice to remedy breach</i> (form 6) issued by the park owner to stop that behaviour.

7.5 Termination of site agreement initiated by park owner to use land for another purpose	When can the park owner terminate a site agreement to use the land for another purpose? A park owner may also apply to QCAT to terminate a site agreement on the ground that the park owner wishes to use the residential park land, or a part of the residential park land on which the site is located, for another purpose. An application of this kind must be accompanied by a document certified by the local government stating that the new purpose the land will be used for is lawful. This may occur, for example, if the park is being closed because the land is being converted for another form of residential or commercial use.
7.6 Termination of site agreement by the tribunal	What happens when QCAT makes an order terminating a site agreement? When QCAT makes an order terminating a site agreement following an application by the park owner, the order must state the day, not later than 1 year after the order is made, that the termination of the site agreement is effective. When making an order terminating a site agreement, the tribunal must also make one of the following orders about what happens to the manufactured home: • An order that the home owner must provide vacant possession of the site by removing the manufactured home on or before the termination day. • An order requiring the home owner to transfer ownership and give vacant possession of the manufactured home to the park owner (this order may only be made with the home owner's consent). Where a site agreement is terminated to use the land for another purpose, QCAT may also, with the home owner's consent, order that the park owner make a comparable site in the park available to the home owner. The tribunal may also make any other order it considers appropriate. In deciding what should happen when a site agreement is terminated, the tribunal must consider: • the cost and practicality of relocating the manufactured home to another location • submissions by the home owner about whether the home owner intends to relocate the manufactured home to another location • submissions by the park owner and the home owner about whether the manufactured home should be resold in the residential park • the availability of alternative locations to position the manufactured home within a reasonable distance from the residential park • the condition and saleability of the manufactured home, and the likelihood of the manufactured home being resold in the residential park • the amount paid by the home owner for the manufactured home, and the amount of any reduction in the value of the home if the home owner is required to give vacant possession of the site • what the tribunal considers to be fair and reasonable in the circumstances.

7.7 Compensation for home owners when site agreement terminated	Will I be compensated if my site agreement is terminated by QCAT on application of the park owner? When making a termination order, QCAT may also make a compensation order for the park owner to compensate the home owner for the termination of the site agreement. In making the compensation order, QCAT may consider a wide range of factors depending on whether the manufactured home is being removed from the site, or ownership is being transferred to the park owner under the termination order. Where a manufactured home must be removed from the site under the termination order, the tribunal may regard the following: • the estimated costs of dismantling the manufactured home from the site • the estimated costs of transporting the manufactured home and the home owner's personal effects to another location (up to a maximum distance of 300km) • the estimated costs of positioning the manufactured home at another location • the amount the home owner paid for the manufactured home • the difference between the market value of the manufactured home if sold on site and the market value of the home if sold separately from the site • whether the manufactured home was originally sold on site by the park owner, a former park owner or another entity involved in the development of the residential park • the amount of any arrears in site rent owed by the home owner under the site agreement • what the tribunal considers is otherwise fair and reasonable in the circumstances • anything else the tribunal considers relevant. When ownership of the manufactured home must be transferred to the park owner alongside vacant possession of the home, the tribunal may have regard to: • the amount the home owner paid for the manufactured home • the market value of the manufactured home if it is sold on site and the residential park remains operational • whether the manufactured home was originally sold on site by the park owner, a former park owner or another entity involved in the development of the residential park • if the termination order is made under section 38—the likely time and expense for the park owner to resell the home • what the tribunal considers is otherwise fair and reasonable in the circumstances and • anything else the tribunal considers relevant.
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7.8 Extensions for complying with termination orders	Can I get an extension on the termination of my site agreement? Where QCAT has made an order to terminate your site agreement, you may apply to the tribunal before the termination takes effect seeking an extension on the timeframe for complying with the order. When you make an application seeking an extension, the termination order is suspended until the application is decided.
7.9 Terminating a site agreement during the cooling-off period	What is the cooling-off period? A cooling-off period applies when a home owner enters a site agreement with the park owner. The default cooling-off period is 7 days. However, if a home owner has not been provided with the precontractual disclosure documents required under the Act, the cooling-off period is 28 days. How do I terminate a site agreement during the cooling-off period? To terminate the site agreement during the cooling-off period, a home owner must give a signed notice to the park owner and anybody who has been granted a security interest in the manufactured home. The notice must state the termination date that is within 28 days of the notice being given. A template for this notice, <i>Termination Notice of site agreement in cooling-off period</i> (form 3A) is available on the Department of Housing and Public Works website at https://www.qld.gov.au/housing/buying-owning-home/housing-options-in-retirement/manufactured-homes/forms. What happens to the sale agreement when the site agreement is terminated? Where there is a sale agreement for the manufactured home entered into in conjunction with the site agreement, the sale agreement is automatically terminated, and ownership of the home reverts to the seller on the same day the site agreement is terminated. Will I receive a refund if I exercise my right to terminate my site agreement during the cooling-off period? If you terminate your site agreement under the cooling-off period, you are not liable to pay any amount otherwise payable under the site agreement and the park owner must refund any amount they have received under the site agreement within 14 days of when the agreement is terminated. If your sale agreement is automatically terminated following your termination of the site agreement, the seller must refund any amount paid under the sale agreement. If no security interest has been granted to a financier, this repayment must occur within 14 days of when the sale agreement ended. What if the buyer granted a security interest in the manufactured home to a financier? If the home owner has granted a security interest in the home to a financier, they are required to notify the financier that they are terminating their site agreement at the same time they notify the park owner.

	The financier must then, within 7 days after the ending of the sale agreement, tell the seller how much they are owed under the security interest. When issuing a refund, the seller first pay the financier what they are owed under the security interest, with any balance then paid to the buyer. The seller cannot issue the refund until they have received the necessary information from the financier (or until 7 days have elapsed from the end of the sale agreement) but the refund must still occur within 14 days from the end of the sale agreement. What if I wasn't provided with the appropriate disclosure documents? Where the home owner terminates the site agreement during the cooling-off period, and there is no sale agreement between the home owner and park owner (for example, where they moved the home onto the site) they may seek compensation from the park owner for the costs associated with relocating the manufactured home out of the residential park only if the park owner did not provide them the required precontractual disclosure information required by the Act. Disputes over the appropriate compensation must be dealt with using the dispute resolution processes detailed in Part 5 of this document. When considering a dispute about compensation, QCAT may consider the costs of moving the home and any personal effects, the cost of repositioning the home and repairing any damage associated with the move, as well as whether the home owner took reasonable steps to mitigate the costs of removal and relocation. A compensation order cannot be for more than the market value for the home.
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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 <http://www.housing.qld.gov.au/>

Regulatory Services (Department of Housing and Public Works)

Regulatory Services administers the *Manufactured Homes (Residential Parks) Act 2003*. This includes investigating complaints and alleged 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
Phone: 07 3214 6333
Email: caxton@caxton.org.au
Website: www.caxton.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
Phone: 07 3214 6333
Email: caxton@caxton.org.au
Website: www.caxton.org.au/sails_slass

Queensland Civil and Administrative Tribunal (QCAT)

This independent decision-making body helps resolve consumer and trader 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

Site agreement

Manufactured Homes (Residential Parks) Act 2003

This form is effective from 6 December 2025

Important

Before signing this site agreement, you should:

- seek independent advice from an experienced Queensland lawyer
- ensure that the terms of your site agreement are satisfactory and that you understand how any special terms may affect you.
- ensure you understand your obligations to pay site rent, and how your site rent may increase in the future.
- note that special terms are not prescribed by the Act but are subject to negotiation between parties. Special terms are void to the extent that they are inconsistent with the Act or regulations.

Home owners and park owners are required to enter into a written site agreement under the *Manufactured Homes (Residential Parks) Act 2003* (the Act). A site agreement must be in the approved form, comply with the requirements of the Act, and any relevant regulations.

Under a site agreement, the park owner grants the home owner the right to:

- occupy the site specified in Part 1.1 of this site agreement
- position a manufactured home on the site and
- non-exclusive use of the park's common areas and communal facilities.

Before signing this agreement, you should make sure you read the Home Owners Information Document and be certain that you understand and accept your rights and obligations as a manufactured home owner positioning your home on a site in a residential park. The Home Owners Information document is general information and does not form part of this site agreement.

Part 1 – Basic information

1.1 Park details and location	This site agreement relates to the following address / unit / location: Residential park name <u>Ingenia Lifestyle Sanctuary</u> Residential park reference number <u>RP00014246</u> Residential park address <u>673 Cleveland Redland Bay Road, Victoria Point QLD 4165</u> Site number / address Area of site (e.g. z square metres or x metres by y metres)
1.2 Parties to the site agreement	This site agreement is between the following parties: Park owner name <u>INA Operations Pty Ltd ACN 159 195 652</u> <u>as trustee for INA Operations Trust No.11 ABN 85 753 619 336</u> Home owner(s) name(s).....
1.3 Site agreement commencement date	This site agreement starts on (DD/MM/YYYY) <i>Note: A home owner's right under a site agreement to position a manufactured home on a site continues until the agreement is terminated in accordance with the Act.</i>

1.4 Home owner contact details <i>Add additional copies of this page if required</i>	Preferred title: ☐ Mr ☐ Mrs ☐ Ms ☐ Miss Other (specify) Full name Current address Suburb State Postcode Phone Email Do you consent to receive documents electronically? ☐ Yes ☐ No Emergency contact Name Phone Email Preferred title: ☐ Mr ☐ Mrs ☐ Ms ☐ Miss Other (specify) Full name Current address Suburb State Postcode Phone Email Do you consent to receive documents electronically? ☐ Yes ☐ No Emergency contact Name Phone Email
1.5 Support person, advocate or guardian details	Has a support person, advocate or guardian been involved in decision-making in relation to this site agreement? ☐ Yes ☐ No If yes, please provide details Name Contact

**1.6 Park Owner
contact details**

☐ **Individual owner**

Preferred title: ☐ Mr ☐ Mrs ☐ Ms ☐ Miss ☐ Other (specify)

Full name

☒ **Corporate owner**

Full company / corporation name

INA Operations Pty Ltd as trustee for INA Operations Trust No.11

Australian Company Number (ACN) 159 195 632

Australian Business Number (ABN) 85 753 619 336

Business address

Level 10, 20 Bond Street

Suburb Sydney State NSW Postcode 2000

Contact details for park owner or park manager

Phone (07) 3326 5800

Email property@ingeniacommunities.com.au

Part 2 – Site rent and charges

2.1 Site rent payable for site	The site rent for your manufactured home positioned on a site in the residential park is \$ This amount is paid ☐ weekly ☒ fortnightly ☐ monthly Other (specify) Site rent must be paid ☒ in advance ☐ in arrears Site rent payments are due on the following day(s) Thursdays fortnightly
2.2 Payment of site rent	The following three or more options are available for home owners to pay site rent: ☐ Cash ☐ Cheque ☒ direct debit ☒ bank transfer ☐ credit card ☐ EFTPOS ☐ BPAY ☒ deduction from pay, pension of other benefit Detail any fees applicable to payments using the available options Administration and processing fee applicable for bank transfer and deduction from pay, pension of other benefit. <i>Note: Home owners must be given at least 3 options for payment of site rent, including at least 1 way which does not incur an additional cost.</i> <u>Location for site rent payment (if applicable)</u> Park owner's financial institution <u>Details for bank payments (if applicable)</u> BSB Park Owner Note- if you elect to pay by bank transfer Ingenia will provide these details to you prior to your move in date. Account no <u>BPAY Details (if applicable)</u> Billers code: Not applicable Ref: Not applicable <u>Any other instructions for payment (as applicable)</u> Refer to Special Terms

2.3 General site rent increases

Limitations apply to general increases in site rent. For more information, see your Home Owners Information Document.

Under what prescribed basis can site rent be increased under this site agreement (general site rent increase)? Choose an item:

- ☐ An increase based on CPI
- ☐ A fixed percentage increase
- ☐ An increase by a fixed dollar amount
- ☐ An increase based on an increase in local government charges apportioned across home owners
- ☒ An increase based on the higher of two prescribed bases
- ☐ An increase based on the lower of two prescribed bases
- ☐ A formula which adds any two of the prescribed bases
- ☐ None

How is this basis calculated?

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

Frequency Annually on 1 October each year (or such other day we nominate from time to time)

('General Increase Day') Note from park owner: You acknowledge that if this agreement does not commence prior to the next general increase day set out below, the site rent payable by you from commencement will increase in accordance with the above mechanism on the next general increase day.

Next general increase day (if known)

01 October 2027

Are there any alternative prescribed basis under which site rent be increased under this site agreement (general site rent increase)? Choose an item:

- ☐ An increase based on CPI
- ☐ A fixed percentage increase
- ☐ An increase by a fixed dollar amount
- ☐ An increase based on an increase in local government charges apportioned across home owners
- ☐ An increase based on the higher of two prescribed bases
- ☐ An increase based on the lower of two prescribed bases
- ☐ A formula which adds any two of the prescribed bases
- ☒ None

How is this basis calculated?

	Frequency Next general Increase day (if known)
2.4 Other ways site rent may be varied	In some circumstances, your site rent may be varied in other ways. Under the Act, the Queensland Civil and Administrative Tribunal may make an order increasing site rent on application by the park owner or make an order reducing the site rent on application by the home owner. Part 11 of the Act (Varying Site rent) states the circumstances in which the orders may be made, and more information can be found in the Home Owners Information Document.
2.5 Other fees or charges	State any other mandatory fees or charges payable to the park owner under the site agreement Caravan & boat storage is proposed to be available in the future to be on a user pays basis under a licence agreement and subject to availability. Some activities may incur a participation fee Bus is free of charge for use, fuel to be refilled by user at users expense prior to return. State Emergency Plan Levy, Water access charge, Sewer access charge Where the Park Owner approves additional occupant and the number of persons living in the home .. exceeds the maximum allowable under this agreement a charge for the additional occupant may apply- See Special Terms for more details

Part 3 – Utilities, Services, amenities and facilities

3.1 Regarding Utilities, services, amenities and facilities	Home owners have a right to the non-exclusive use of common areas and communal facilities in a residential park. The facilities, areas and amenities available to home owners under this site agreement, including whether use of these facilities attract any additional costs are included in the Residential Park Comparison Document (Parts 3) for the residential park at the time of sale. Access to, and use of these facilities / amenities, as described, forms part of this site agreement. Where a community facility or service provided at the park when the site agreement was entered into has been withdrawn, or the amenity or standard of the residential park's common areas and communal facilities has decreased substantially, you may be entitled to seek a decrease in site rent. For more information see the Home Owners Information Document.
3.2 Electricity and solar panels	In the park, electricity is: ☐ available and included in site rent ☐ available through the park owner at an additional charge ☒ available but must be arranged separately with a service provider ☐ not available <i>Note: home owners can only be separately charged for utility usage where their homes are separately metered / measured. Charges cannot exceed those charged by the relevant supply entity.</i> <i>Charges for usage are taken to include any access / service charges associated with the usage from the relevant supply entity. Where a park pays a single service / access charge for the whole park, it may be apportioned between home owners.</i>
3.4 Water	In the park, water is: ☐ available and included in site rent ☒ available through the park owner at an additional charge ☐ available but must be arranged separately with a service provider ☐ not available <i>Note: home owners can only be separately charged for utility usage where their homes are separately metered / measured. Charges cannot exceed those charged by the relevant supply entity.</i> <i>Charges for usage are taken to include any access / service charges associated with the usage from the relevant supply entity. Where a park pays a single service / access charge for the whole park, it may be apportioned between home owners.</i>
3.5 Sewerage	In the park, sewerage is: ☐ available and included in site rent ☒ available through the park owner at an additional charge ☐ available but must be arranged separately with a service provider ☐ not available <i>Note: home owners can only be separately charged for utilities where the use of the utility is separately metered / measured. Charges cannot exceed those charged by the relevant supply entity.</i>

3.6 Gas	In the park, gas is: ☐ available and included in site rent ☐ available through the park owner at an additional charge ☐ available but must be arranged separately with a service provider ☒ not available <i>Note: home owners can only be separately charged for utility usage where their homes are separately metered / measured. Charges cannot exceed those charged by the relevant supply entity.</i> <i>Charges for usage are taken to include any access / service charges associated with the usage from the relevant supply entity. Where a park pays a single service / access charge for the whole park, it may be apportioned between home owners.</i>
3.7 Telephone (landline)	☐ Included in site rent ☒ Available but not included in site rent ☐ Not available ☐ Other (specify) Specify any limits, caps or other conditions on telephone usage The home owner is responsible for arranging the connection with their chosen service provider. Any applicable limits, caps, or conditions will be determined by the service provider.
3.8 Internet service	☐ Included in site rent ☒ Available but not included in site rent ☐ Not available ☐ Other (specify) Specify any limits, caps or other conditions on internet usage The home owner is responsible for arranging the connection with their chosen service provider. Any applicable limits, caps, or conditions will be determined by the service provider.
3.9 Other services included in site rent	Detail any other services provided by (or on behalf of) the park owner which are included in site rent (for example lawn mowing services, transportation services or food services)

Part 4 – Park Rules, limitations and responsibilities

4.1 Maximum occupancy	Maximum number of persons who may reside on the site 2 persons
4.2 Park rules	Are there any park rules? ☒ Yes ☐ No Note: Under the Act, park rules are taken to be part of your site agreement. By signing this site agreement, you also agree to comply with the park rules, including any changes to park rules made in accordance with the Act. Park rules must be displayed on the notice board for the park, and a copy of the park rules are included in the Residential Park Comparison Document. Park rules may be subject to change. For more information on park rules, see the Home Owners Information Document.
4.3 Letting the home	Can the home owner let the home to a tenant on a temporary basis? ☐ Yes ☒ No If yes, are there any limitations on letting the home? Please specify: If the home owner is permitted to rent the site to a person on a temporary basis under this site agreement, and the home owner chooses to do so, the home owner must give the park owner a notice which includes the name of the tenant and the period of the tenancy as soon as practicable.
4.4 Responsibility for maintenance of site features	Detail any external features of the site that the home owner must maintain (for example, gardens, laws, trees, retaining walls) The home owner must maintain the garden beds, lawn, trees, retaining walls, driveway and otherwise comply with its obligations under the Special Terms. Detail any external features of the site that the park owner must maintain (for example, gardens, laws, trees, retaining walls)

4.5 Placement of 'for sale' signs	Can the home owner place a 'for sale' notice or sign for the home on the site? ☐ Yes ☒ No If yes, are there any restrictions on the size or placement of the notice or sign? Please specify: The home owner must not display, or allow to be displayed, a "for sale" sign on the home or the site, without the park owner's consent; which it will not unreasonably refuse. If a home owner is allowed to place a 'for sale' notice or sign on the site, the home owner must give the park owner notice of the intention to offer the home for sale before placing the sign on the site.
4.6 Repositioning the manufactured home	Does the park owner reserve the right to reposition the manufactured home to a comparable site in the park if necessary. ☐ Yes ☒ No If repositioning is permitted, the park owner may only reposition the manufactured home to a site that is broadly comparable to the original site and only where the park owner gives the home owner a written undertaking to pay all expenses involved in the repositioning.
4.7 Home owner and park owner responsibilities taken to be part of the site agreement	The following are taken to be terms of a site agreement under the Act: 1. The home owner's responsibilities under section 16 of the Act 2. The park owner's responsibilities under section 17 of the Act 3. The park rules for the residential park 4. The terms of any tribunal order in force about the agreement 5. Other duties imposed on, or entitlements given to, the park owner or home owner under the Act. For a detailed description of the home owner's and park owner's responsibilities under the Act, including behavioural standards, see the Home Owners Information Document.
4.8 Emergency plan and notice board	Under the Act, the park owner must maintain a notice board in a prominent position in a common area of the residential park, and is responsible for preparing, maintaining and implementing an Emergency Plan for the park. A copy of the emergency plan must be displayed on the notice board for the residential park. Location of notice board: Inside the main foyer of the new Bushland Retreat Clubhouse. Note: May refer to map or diagram where one is provided with site agreement.

Part 5 – Additional special terms

[illegible]

Part 6 –Acceptance of site agreement

6.1 Disclosure period	The park owner for a residential park must not enter into a site agreement with a prospective home owner for a site in the park unless the park owner has given the home owner the required precontractual disclosure information at least 21 days before the park owner enters into the agreement, or at least 7 days where a home owner waiver has been received. The follow documents have been provided to the home owner: ☐ The residential park comparison document on DD/ MM / YYYY ☐ The home owners information document on DD/ MM / YYYY ☐ A copy of the proposed site agreement on DD/ MM / YYYY
6.2 Legal advice and precontractual disclosure waiver	Has the home owner(s) received independent legal advice about entering into this site agreement? Yes ☐ No ☐ If yes, has the home owner waived their right to be given the disclosure documents for the site agreement at least 21 days before entering into the agreement by signing a precontractual disclosure waiver (Form 1C)? Yes ☐ No ☐
6.3 Cooling off period	After entering into this site agreement, the home owner may change their mind and terminate the site agreement within the cooling-off period by providing a termination notice to the park owner, and anybody who has been granted a security interest in the manufactured home. By default, the cooling-off period is 7 days, but increases to 28 days if the park owner has not provided the necessary precontractual disclosure documents as required under the act. For more information on what happens when you terminate this site agreement during the cooling-off period, and how this may impact your sale agreement for the manufactured home see the Home Owners Information Document (Form 1).

6.4 Home owner signatures <i>Attach additional pages as required</i> Note: The witness cannot be the park owner or the home owner	By signing this site agreement, the parties agree to be bound by its terms and conditions, including the park rules, responsibilities and behavioural standards taken to be part of this site agreement. Signatory (print name) Signature Date signed DD MM YYYY Witness Signatory (print name) Signature Date signed DD MM YYYY Signatory (print name) Signature Date signed DD MM YYYY Witness Signatory (print name) Signature Date signed DD MM YYYY
6.5 Park owner /manager signature Note: The witness cannot be the park owner or the home owner	Signatory (print name) Company position Signature Date signed DD MM YYYY Witness Signatory (print name) Signature Date signed DD MM YYYY

SPECIAL TERMS

1. TERM OF AGREEMENT

- 1.1 This agreement starts on the Commencement Date and ends on the Termination Date.
- 1.2 If the Commencement Date is not inserted in Part 1.3 of the Form 2 when you sign this agreement, then we may insert that date when it becomes known.
- 1.3 If you do not settle the purchase of your Home, this agreement does not start.

2. PAYMENT OF SITE RENT

- 2.1 You must pay the Site Rent to us:
 - a. fortnightly in advance on the date specified in Part 2.1 of the Form 2; and
 - b. by one of the methods set out in Part 2.1 of the Form 2 or any other lawful method we mutually agree.
- 2.2 If a Site Rent instalment period is less than a fortnight, the instalment for that period is calculated at a daily rate based on the number of days in the fortnight in which you must pay the Site Rent.

3. SITE RENT INCREASES

- 3.1 On each General Increase Day, the Site Rent will be increased by the greater of 3.5% or C, where C is the increase (expressed as a percentage) between:
 - a. the CPI for the last quarter for which the CPI is published before the General Increase Notice Day; and
 - b. the CPI for the corresponding quarter of the previous year.
- 3.2 We will give you notice of the increase by no later than the General Increase Notice Day. If you consider that it is excessive, then you may dispute it under the Act within 28 days of receiving our notice and apply to the Tribunal for an order reducing or setting it aside.
- 3.3 You must still pay the increased Site Rent from the relevant General Increase Day, however if the Tribunal makes an order reducing or setting the increase, then we must refund any overpayments made by you between the General Increase Day and the date of the order.
- 3.4 You acknowledge that the initial amount of Site Rent stated in this agreement may change pursuant to clause 3.1 between the date of this agreement and the Commencement Date.

4. SPECIAL INCREASES TO SITE RENT

- 4.1 Without limiting our rights under the Act or as outlined in Part 2.4 of the Form 2, under the Act we may propose a 'special increase' to your Site Rent at any time if we consider that the increase is necessary to cover any of the following costs that we incur, or expect to incur, for a particular purpose (and any other costs allowed under the Act):
 - a. significant increased operational costs relating to the Community (including rates, taxes or utility costs);
 - b. the costs of significant repairs in relation to the Common Areas or

Communal Facilities in the Community that we could not have reasonably foreseen; or

- c. the costs of significant upgrades to the Common Areas or Communal Facilities in the Community.

4.2 If we propose a special increase and you do not, or are not deemed to, agree to it, then we may apply to the Tribunal for an order that it take effect.

5. RENT REDUCTION

5.1 You may have the right to apply to the Tribunal for an order reducing the Site Rent Under the Act in certain circumstances.

5.2 You agree any decrease in the number of persons authorised to live in the Home is not a ground for varying the Site Rent or other charges payable pursuant to this agreement.

6. INSTALLATION OF HOME

If a new Home is to be placed on the Site with our agreement you agree:

- 6.1 to install any Home or any replacement of it and any additions on the site in the location and in the manner and to the standards as directed by us;
- 6.2 not to install any Home on the site except the Home and additions shown in the schedule attached to this site agreement;
- 6.3 the Home and the additions in the schedule attached to this site agreement will be completed and the installation completed on the site before you occupy the dwelling;
- 6.4 not to bring any other home onto the site or into the Community unless we first agree in writing;
- 6.5 if you want to sell or dispose of the Home and replace it, we must first agree in writing to the type and standard of the new dwelling; and
- 6.6 for the sake of clarity this clause applies to any replacement or replacements of the things referred to in this clause.

7. REMOVAL OF HOME

If you are permitted under the Act to remove the Home from the Site you agree:

- 7.1 to accept responsibility for the safe and proper removal of the Home;
- 7.2 to make sure that the entirety of the Home (including, if and to the extent requested, all concrete pads, posts and solid foundations on the Site owned by you) and all of your belongings and other property are removed from the Site;
- 7.3 at your expense, properly disconnect all utility services to the Home and leave them in a sealed and safe condition ready for reconnection; and
- 7.4 return (by filling and compaction as necessary) the Site area to a safe, clean level and tidy condition and pay any costs incurred in relation to any damage or untidiness caused in the removal of the Home or in the proper disconnection of all services and in returning the Site area to a safe clean level and tidy condition.

8. DAMAGE

You agree to be responsible for any damage caused by installing, removing, modifying or repairing the Home or as a result of any addition, alteration or extension.

9. MAINTENANCE OF HOME AND ASSOCIATED STRUCTURES

You agree to:

- 9.1 maintain the Home and any additions, alterations or extensions in a condition satisfactory to us, having regard to their condition at the time they were installed on the Site;
- 9.2 to regularly maintain solar panels located on your Home and to ensure that your solar inverter is inspected, maintained, and serviced within the manufacturer guidelines; and
- 9.3 to gain our approval before adding in a battery or EV charging station to your Home. We may limit the size of these additions based on our installed transformer's capacity.

10. ALTERATIONS, ADDITIONS AND EXTENSIONS TO HOMES AND ASSOCIATED STRUCTURES

10.1 You agree:

- a. not to build, alter, paint, add to or extend any structure, including but without limitation, a carport, deck, veranda, blinds, screens, shutters pergola, clothesline, shed, driveway, fence, pathway, paving or retaining wall, or change the colour of the external of the Home without first getting our written consent; and
- b. to, if required by a condition of our written consent, pay a refundable bond to be held on trust by us until any agreed works are completed.

10.2 We agree:

- a. that, at the completion of the agreed works we will refund to you the monies paid as a bond that remain after deduction of amounts by use for damage or harm caused to our property or Communal Facilities, if any, as a result of, or during the carrying out of the agreed works by your or someone on acting on your behalf; and
- b. to, not unreasonably withhold consent to a request by you under this clause.

10.3 For the avoidance of doubt, this clause does not extend to any alteration within the Home that is not visible from the outside of the Home.

10.4 You agree to ensure that the Home and Site comply with the development code of the Community.

11. PAYMENT OF STATUTORY AND OTHER CHARGES

11.1 You agree to pay any fee required by Council, any Government or statutory authority or service provider imposed on you for occupying or installing the Home, or any addition, alteration or extension to it.

12. DIGGING OR EXCAVATION ON SITE

You agree:

- 12.1 that you must not undertake or allow to be undertaken any digging or excavation on the Site or anywhere else in the Community without prior written consent; and
- 12.2 that you are responsible for making good and for any associated costs for damage to any roads or underground services when carrying out any digging

excavation, with or without our prior written consent. This includes any consequential damage to others in the Community.

13. LEVEL OF FACILITIES PROVIDED

You acknowledge and agree that:

- 13.1 we do not have to provide any more Community Facilities than are currently provided at the date of this agreement. From time to time some facilities may not be available for maintenance or reasons beyond our control;
- 13.2 from time to time some Community Facilities may not be available for maintenance or reasons beyond our control; and
- 13.3 in the event of an emergency (including a health emergency), we may restrict you and your guests or Visitors from using the Community Facilities, require you and your guests or Visitors to comply with reasonable use requirements (e.g. temperature checking, provision of contact tracing information etc) or such other things as advised or recommended by a relevant authority.

14. HOLIDAY LETTINGS NOT ALLOWED

You agree that:

- 14.1 you must not sublet, licence or part with possession of the Home or the Site. This includes listing the Site and the Home as a holiday letting or allowing any person to occupy the Site and the Home under a holiday letting);
- 14.2 we own the intellectual property attached to the business name or the name of the Community or both; and
- 14.3 you will not use our business name or intellectual property without our prior consent.

15. SURVEILLANCE

You agree that we may install closed circuit television, or any other surveillance device, in any part of the Common Areas, other than in the shower and toilet areas of any amenity block.

16. OCCUPANTS, GUESTS AND VISITORS

You agree:

- 16.1 only persons named in this site agreement and any other person nominated by you and are approved by us as an Approved Additional Occupant may, while the Act applies to the agreement, occupy the Site in addition to you. An Approved Additional Occupant must comply with all Community Rules and may access the facilities without you being present;
- 16.2 any other person who comes into the Community to visit you is an occasional guest or visitor;
- 16.3 visitors and occasional guests in the Community or Site area must be accompanied by you at all times. For the sake of clarity, we are not permitted to restrict Visitors who are providing a health or community service, however such visitors are still required comply with the Community Rules at all times;
- 16.4 you must make sure that any visitor vehicles are parked only in the car spaces provided for visitor parking during the periods allowed by us;
- 16.5 you must inform your visitors of the Community Rules and policies including the terms of the site agreement and the Community Rules and ensure that your

- visitors comply with the Community Rules and policies;
- 16.6 you are responsible for all acts of conduct of your visitors in the Community at any time. This includes damage to Community property; and
- 16.7 we may (to the extent permissible by law and if we have reasonable grounds to do so):
- a. refuse anyone other than you, admission to the Community; and
 - b. remove any person who uses bad language or speaks to any person in a threatening or derogatory manner, acts drunk or obnoxious or disturbs the peace and quiet enjoyment or who refuses to obey any Community Rules in place.

17. CHILDREN

- 17.1 You agree that you are responsible for the actions of any children temporarily staying with you or visiting you. All children must be accompanied to and supervised at all amenities or facilities within the Community by you or an Authorised Additional Occupant whilst the child is in the Community.

18. PETS, POULTRY AND ANIMALS

You agree:

- 18.1 you must not bring any animal on the premises or Common Areas within the Community nor permit an invitee to bring or keep an animal on the Site or Common Areas, without our prior written consent; and
- 18.2 if you have been given written consent or approval from us, you must comply with the Ingenia Lifestyle Pet Policy. Permission to keep a pet will be withdrawn if you do not comply with the Ingenia Lifestyle Pet Policy.

19. GARBAGE

You agree:

- 19.1 to pack and place domestic garbage and garbage containers as set out in the Community Rules;
- 19.2 to keep the garbage container in a place designated in the Community Rules; and
- 19.3 to remove, at your expense, all other refuse from the Site and the Community. This clause 19.3 is in relation to refuse that is in excess of normal household refuse and is limited to the cost you incur directly.

20. VEHICLES

You agree:

- 20.1 not to use any vehicle in a way that is dangerous to other residents or their property or anyone else lawfully in the Community and operated in accordance with all signage located within the Community;
- 20.2 not to allow any vehicle owned by you, or an occupant's or guest's custody or control to be driven or used in the Community:
- a. at a speed in excess of that stipulated by way of speed limit signage or 10km per hour where there are no signed speed limits;
 - b. by an unlicensed driver;
 - c. by a person who holds a learner licence under the *Transport*

Operations (Road Use Management) Act 1995 (Qld);

- d. to give driving lessons in the Community, including accompanying any learner driver as a supervising driver; or
 - e. for 'joy riding'.
- 20.3 not to repair or service any vehicle in the Community, except in any area designated from time to time by us;
- 20.4 to keep or use only registered and roadworthy vehicles on the Site or Community unless we agree otherwise in writing;
- 20.5 for the purposes of complying with our obligations under the *Work Health and Safety Act 2011*, to provide us with the registration details of any vehicles in the Community that are used or owned by you, your occupants, guests or contractors;
- 20.6 to, within 7 days receiving notice from us, remove from the Community any vehicle or motorcycle owned or used by you, your occupants or contractors, which makes excessive noise, or to modify the vehicles or motor cycle so that it does not make excessive noise;
- 20.7 the maximum number of vehicles you are allowed to bring into the Community is limited to the number of designated car spaces within the garage located in the Site and are to only be parked in the garage of the Home. For clarity, that is a maximum of 2 vehicles for a double garage, and one vehicle for a single garage; and
- 20.8 vehicles are driven only on roadways designated for traffic within the Community (internal sealed roads) and not on any Common Areas or other parts of the Community (including any non-vehicular bridges, walking pathways or other similar decorative features within the Community)

21. PARKING

You agree:

- 21.1 not to park any vehicle so that it endangers or it likely to endanger another person or property of any other person;
- 21.2 not to allow any vehicle, boat, golf buggy or trailer to be parked on any road in the Community;
- 21.3 not to allow any vehicle parked on the Site to overhang the Site, encroach onto the road or another site in the Community;
- 21.4 not to park any motorhome, caravan, boat, golf buggy or trailer within the Community (including on your driveway) without prior written consent by means of a signed Recreational Vehicle Parking Licence (**RV Parking Licence**);
- 21.5 that where parking facilities are provided for a motorhome, caravan, boat or trailer, a fee may be charged for the use of those facilities. That fee will be disclosed to you prior to your use of the facilities and will only increase annually in accordance with the RV Parking Licence;
- 21.6 that your guests and contractors will park on respective residents' sites if there is sufficient room to do so. Otherwise, they must park in the designated visitor parking area whilst in the Community;
- 21.7 not to park in the visitor parking area;
- 21.8 not to park in or on any garden reserve or other Common Area within the Community; and

- 21.9 if the Community Rules deal with parking within the Community or the Site this clause, to the extent that the Community Rules deal with the relevant issue, does not apply and the relevant Community Rules apply.

22. YOUR OBLIGATIONS

You agree:

- 22.1 to notify us of any damage to the Community or faulty services in the Community immediately when you become aware of them;
- 22.2 not to conduct any auction, garage sale or any other sale, open house or public meeting (unless allowed by the Act) in the Home, Site area or the Community;
- 22.3 not to conduct any business from the Site, the Home or in any part of the Community which requires visitors or invitees to visit the premises without our written approval;
- 22.4 not to use any form of light, power or heat (and in particular use any exposed flame) in illuminating or heating the Home, the Site area or the Community, other than electricity or gas supplied through meters to the Site area or the Home, gas supplied in a gas bottle, battery powered torches and solar powered heating;
- 22.5 not to keep any firearms or ammunition in the Home, the Site area or the Community;
- 22.6 not to hang any clothes or other clothing related items on anything other than clothes lines or in areas designated by us for this purpose and we accept no responsibility for any items hung on clothes lines that go missing;
- 22.7 not to consume alcohol excessively or be intoxicated within the Community or use or be under the influence of any illegal drugs or substances within the Community;
- 22.8 not smoke a tobacco product or permit the smoking of a tobacco product on the Site/Home or Common Areas in a way that causes a nuisance or hazard or interferes unreasonably with the use of enjoyment of another site/home or Common Area in the Community;
- 22.9 to comply with the conditions set out in the Development Approval for the Community, including but not limited to:
 - a. if the Home has been designed with two bedrooms shown on the plans for the Home situated on the Site, then you acknowledge the Home is a two (2) bedroom dwelling. Should you wish to utilise additional rooms for the purpose of a bedroom(s), they must first obtain the relevant approval from Council. Any additional infrastructure charges that may be payable to the Council in relation to obtaining such approval are your responsibility;
 - b. adhere to the requirements of the Residential Park Lighting Management Plan;
 - c. adhere to the requirements of the Residential Park Resident Pet Management Plan; and
 - d. adhere to the requirements of the Residential Park Bushfire Management Plan.
- 22.10 You acknowledge that the Community is subject to environmental values and rehabilitation requirements. You agree not to:
 - a. contravene the Vegetation Clearing and Fauna Management Plan;

- b. plant or introduce any species into the Community that are a declared or non-declared weed species within the Redlands Coast Biosecurity Plan 2018-2023; or
- c. plant any species that is likely to exacerbate a bushfire event or increase fuel loads.

23. OUR OBLIGATIONS

We must:

- 23.1 take reasonable steps to ensure that you have reasonable access to the Common Areas at the Community;
- 23.2 maintain the Common Areas and the Communal Facilities in a reasonable state of cleanliness and repair and fit for use by you;
- 23.3 not unreasonably restrict or interfere with your privacy, peace and quiet, use and enjoyment and occupation of your Home and your Site; and
- 23.4 comply with all laws and requirements in respect of buildings and health and safety in so far as they apply to your Site, including the Act.

24. COMMUNITY RULES

- 24.1 We may make Community Rules about the use, enjoyment, control and management of the Community under the Act.
- 24.2 You must, and must ensure that your guests and Visitors, comply with the Community Rules.
- 24.3 If there is an inconsistency between a Community Rule and a term set out in this agreement, the term set out in this agreement will prevail to the extent of the inconsistency.
- 24.4 We may change the Community Rules in accordance with the Act and give you a copy of the amended rules.
- 24.5 Under section 19 of the Act, the Community Rules are taken to be included as terms of this agreement.

25. BIKES AND SKATEBOARDS AND SIMILAR

You agree:

- 25.1 unless permitted by the Community Rules, the use of skateboards, scooters, billycarts, and similar recreational or transport items are prohibited in the Community;
- 25.2 bicycles may be used in the Community and all riders must:
 - a. wear an approved safety helmet;
 - b. observe speed limits and give way to all pedestrians and not cause nuisance or annoyance to others;
 - c. use appropriate lighting when riding at night, and
 - d. only ride on roads or designated paths where riding is permitted; and
- 25.3 bicycles must not be placed or temporarily left on Common Areas visible from the street.

26. CARE AND LANDSCAPING OF THE SITE

You agree:

- 26.1 to keep the lawn on the Site mowed and trimmed and any garden on the Site

- neat and tidy;
- 26.2 to keep the lawn and any garden on the Site free of all weeds and noxious plants;
- 26.3 not to install a garden at the front of the Site without first getting our consent in writing;
- 26.4 not to use fixed hoses to water the lawns and gardens, except where the water usage on the Site is separately measured or metered and paid for by you;
- 26.5 not to store materials or any kind on the Site or the Home or any associated structure that are not used by you for domestic purposes. Any tools of trade must be stored so that they cannot be seen from a road or elsewhere in the Community;
- 26.6 to make sure that any domestic goods stored on the Site or in the Home or associated structure cannot be seen from any other part of the Community; and
- 26.7 that any goods stored on the Site or in the Home or any associated structure must not create a health or fire hazard.

27. RESPONSIBILITY FOR PRESERVATION OF SITE AND HOME

You agree:

- 27.1 to be responsible for:
- a. the maintenance of the Home and associated structures, and any alterations, additions and extensions to them;
 - b. the repainting of the exterior of the Home at least once every 10 years from the date of Practical Completion of the Home and for the disclosure to any Buyer of such date;
 - c. preservation of the Site, including hardscape and landscape;
 - d. a share of the cost of maintaining, repairing and replacing any fence or retaining wall on the boundary of your Site. The total cost will be shared jointly with:
 - i. if the boundary is between you and another site, the home owner of that site; or
 - ii. if the boundary is between you and a Community area or Home that is not yet constructed, us;
 - e. complying with our directions and any fencing and/or retaining wall policy in relation to your obligation regarding the maintenance, repair and replacement of any fence and/or retaining wall;
- 27.2 if you fail to comply with our directions regarding the maintenance, repair or replacement of a fence and/or retaining wall, or any policy, we may undertake the required maintenance, repair or replacement and may recover the cost of your share of that maintenance, repair or replacement from you. You consent to us accessing your Site for the purpose of the work contemplated by this clause; and
- 27.3 any maintenance, repair and replacement of fences or retaining walls must first be approved by us in writing before they are constructed, or any maintenance, repair or replacement is undertaken.

28. LANDSCAPING REQUIREMENTS AND MAINTENANCE OF HOME ON SITE – LANDSCAPING AND BUILDING CODE

You agree:

- 28.1 to comply with any landscaping code or building code that we may publish from time to time;
- 28.2 not to plant any plant or similar vegetation prohibited by any landscaping code referred to in this clause 28, which is available on request;
- 28.3 not to plant any trees or shrubs that grow to over 3 metres on the Site without our written approval;
- 28.4 not to place any garden ornaments on the Site that are visible to others without our written consent;
- 28.5 you are responsible for maintenance of the Site including the Garden Bed to a standard commensurate with the general landscaping and amenity of the Community;
- 28.6 you are responsible for the maintenance of all structures, improvements, utilities, chattels, pathways, driveways, drainage systems and pipework on or within the Site;
- 28.7 you will not make any alteration, addition, improvement or installation in or to the wall or fence of a neighbouring home including the installation of any fixtures, fittings, wall hangings, ornaments, plant, fairy lights, solar or other lighting, equipment or other articles or chattels. For the avoidance of doubt, this prohibition includes the addition of garden gnomes, fairy lights, flags, banners or signs, and other similar items within the Garden Bed or the Site. You may install tasteful and discreet solar or other lighting, ornaments and/or statues seasonally, however we reserve the right to request their removal should they become offensive to other home owners and/or not in keeping with the general aesthetic of the Community;
- 28.8 we reserve the right to enter the Site to remove any plants, shrubs, trees or other installations that are causing, or are suspected to have:
 - a. caused a biosecurity threat to the Community,
 - b. contravened a local, state or federal vegetation law,
 - c. introduced garden pests, insects, termites or other infestation into the Site, another site, the Common Areas or the Community, and in such case, we will remediate the ground to a bare soil status but will not be required to remediate, replace or recompense you for any plants or other installations removed; and
- 28.9 and we agree that to provide a consistent appearance, we will be responsible for landscaping, mowing the grass, trimming shrubs and undertaking ground maintenance of the Common Areas, as often as, and in such manner as, we may determine from time to time. For the avoidance of doubt, we will not be responsible for maintaining the area within the Site and Garden Bed.

29. SOCIAL MEDIA

You agree that you will not on any social media or otherwise do anything that negatively impacts on the reputation of our business, including without limitation, adversely commenting on the Community, its home owners or tenants or all of them.

30. MAINTENANCE, REPAIRS AND REPLACEMENTS

You agree:

- 30.1 to maintain and repair the following so that they are in a state of good repair and condition at all times and at least equivalent to the general standard of other such items in the Community:
- a. any dwelling, associated structure, shed, driveway, pathway, retaining wall or any structure or fixture including but not limited to any hardscape (for example, concrete slabs) or landscape on the Site; and
 - b. any plumbing or wiring that connects your dwelling or any of your structures to the utility services provided by the Community,
- whether they are owned by you or us, and to pay the costs of doing so; and
- 30.2 to pay the costs we incur in repairing or replacing anything we own on the Site or in the Community that is damaged or destroyed by you or your invitee; and
- 30.3 and we agree that we will (at our cost) replace any of the above items we own on the Site if we believe they are worn out or cannot reasonably be repaired, unless you are responsible for the cost under clause 30.2.

31. DEALING WITH YOUR SITE AND THE COMMUNITY LAND

Subject to the Act and this Agreement, you must not:

- 31.1 lodge a caveat or other dealing on the title to the Community land;
 - 31.2 assign, transfer or part with your interest in this agreement; or
 - 31.3 grant any Security (as defined in clause 32),
- without our consent.

32. SALE OF YOUR HOME

You have the right to sell your Home at any time, subject to you complying with this clause 32.

- 32.1 If you propose to sell your Home must give us notice of your intention to do so (**Notice of Intention to Sell**), in the form required under the Act (if any).
- 32.2 If you give us a Notice of Intention to Sell then we must, within 7 days after being given the notice, we must give you a notice stating:
- a. whether you can appoint us as your agent to sell the Home; and
 - b. the site rent that will be payable by a Buyer under a new site agreement for your Site.
- 32.3 When you have found a Buyer, you can arrange for them to obtain an interest in your Site by asking us to enter into a new site agreement for your Site with the Buyer and terminate this agreement (**New Agreement**).
- 32.4 If you ask us to enter into a New Agreement, then the New Agreement will be in a form we reasonably require which may differ from this agreement, including in relation to the site rent and other fees and charges.
- 32.5 Despite clause 32.4 the New Agreement must:
- a. include the same terms that applied under this agreement as in force immediately before commencement of the New Agreement (subject to any modification of this agreement by the Act before the sale of your Home is completed) in relation to:
 - i. the utilities included in the site rent (if any); and
 - ii. the Communal Facilities, services and other amenities included in

the site rent,
except to the extent that such terms are varied by agreement between us and the Buyer in the form required under the Act (we cannot require such a variation as a condition of entering into the New Agreement); and

- b. not charge a site rent that exceeds the amount of the site rent, or the range of site rents, declared by us in the 'Form 16 Residential Park Comparison Document' for the Community at the relevant time.

32.6 We must not unreasonably refuse to enter into the New Agreement.

32.7 If we enter into a New Agreement, then this agreement terminates immediately upon commencement of the New Agreement.

32.8 You agree to notify any genuine prospective Buyer of the continuing obligations under clause 27.1b and advise any genuine prospective Buyer to contact us about the proposed sale before a contract for sale of the Home is entered into and further, you agree that:

- a. on or before the date you or we enter into a Relevant Transaction, you will:
 - i. pay all outstanding Site Rent, charges and other amounts payable by you to us under this agreement (up to and including the date you cease to be liable to make such payments); and
 - ii. discharge, or procure a discharge of, any Security; and
- b. we may require, as a condition of our consenting to or entering into a Relevant Transaction, that you comply with the above obligations.

32.9 In this clause 32:

- a. **Relevant Transaction** means:
 - i. you sell or transfer ownership of your Home;
 - ii. you assign or transfer your rights under this agreement; or
 - iii. we enter into a New Agreement with a Buyer or new owner of your Home.
- b. **Security** means any mortgage, charge, or other security interest granted by you in respect of:
 - i. your Home or any other property or assets owned by you and located on the Site; or
 - ii. this agreement or any of your rights under it.

33. CONDITION OF SITE AT END OF AGREEMENT

You agree, at the end of the agreement unless otherwise agreed, to remove the Home, and any associated structures, fixtures and other thing you own, from the Site, at your cost.

34. INDEMNITY

You agree to:

- 34.1 indemnify us against any liability for any damage, loss or injury that may occur as a result of your acts, omissions or conduct; and
- 34.2 release us from any liability for damage, loss or injury that may occur as a result of any acts, omissions or conduct of:
 - a. a person who is the holder of a 'Security' as defined in clause 32 (or

their employees or agents) (each a **Secured Party**), including anything done by a Secured Party when accessing your Site, removing or otherwise dealing with your Home or any of your other property or assets on the Site, or any other acts, omissions or conduct in exercising (or purporting to exercise) their rights under a Security (each a Relevant Action); or

- b. us (or our employees or agents) in reasonable reliance on a direction or request from a Secured Party, or a person purporting to be a Secured Party, in respect of a Relevant Action, except to the extent that damage, loss or injury is caused by our negligence or breach of contractual duty of care (or that of our employees or agents).

provided that this clause 34 does not require the indemnification of us against any liability (including vicarious liability) of us for damage, loss or injury arising from any act or omission of us (or our employees or agents) in relation to the occupation or use of the Site or Home.

35. TERMINATION

This agreement only terminates on the grounds set out in the Act, including if:

- a. we each agree to terminate this agreement (including to allow a New Agreement to be entered into under clause 32);
- b. you terminate this agreement by giving us at least 28 days' notice; or
- c. the Tribunal makes an order terminating this agreement, including if you have breached this agreement, mistreat other people or property in the Community, or do not use your Site properly.

35.2 You agree to do all of the following on or by the Termination Date (subject to the Act and any Tribunal order to the contrary):

- a. give us vacant possession of the Site. This includes:
- b. removing your Home and all of your belongings from the Site (in a way that complies with this agreement); and
- c. returning all of your keys and security devices for the Site and the Community to the Community manager; and
- d. leave the Site in the same condition in which you required to maintain it under this agreement.

36. BUYBACK AND RENT REDUCTION SCHEME

36.1 We acknowledge that, if you opt into the 'buyback and site rent reduction scheme' provided under the Act (**Scheme**) and satisfy all required conditions under the Scheme, we will be required to:

- a. reduce your Site Rent by 25%, if your Home has not re-sold within 6 months after you have opted into the Scheme; and
- b. buy your Home from you if it has not re-sold within 12 months after you have opted into the Scheme.

36.2 This clause 36 applies subject to any changes to the Scheme under the Act from time to time.

37. YOUR WELFARE

37.1 You agree that you and any Approved Additional Occupant must take reasonable care for their own health and safety in and about the Community. You and any Approved

Additional Occupant must do what is reasonably required to ensure they can:

- a. live safely in the Home; and
- b. to the extent that they wish to do so, be capable of safe access to Common Areas and Communal Facilities, including if reasonably required, assistance of others (where necessary).

37.2 You acknowledge the Community offers independent living and that you consider the Home is appropriate for your needs.

37.3 You agree that you have the compliance obligation to ensure any Approved Additional Occupant living with you is able to live safely in the Home and be capable of safe access to any Communal Facilities or amenities in the Community.

38. RESPECT

You agree:

- 38.1 to not unreasonably interfere, or allow interference with, the reasonable peace, comfort or privacy of another resident within the Community;
- 38.2 to respect the rights of other residents of the Community and other persons within the Community; and
- 38.3 to respect the right of the Park Owner, Community manager and any of their representatives to work in an environment free from harassment and intimidation, and do not act in a way that negatively affects the occupational health and safety of a person working within the Community.

39. WHAT HAPPENS IF YOU DIE

- 39.1 If you die, then this agreement (and all rights and obligations under it) continues in force until it is terminated. However, your legal personal representative and/or beneficiaries are not permitted to stay on the Site or in the Home without our consent (which we will not unreasonably refuse).
- 39.2 The person who takes over your interest in this agreement may either:
 - a. remove the Home from the Site and terminate this agreement; or
 - b. sell the Home to a Buyer and have them enter into a new site agreement with us, as contemplated in this agreement.

40. INVALIDITY

If any term of this agreement is found to be invalid or unenforceable the term is valid or enforceable to the extent that it is not invalid or unenforceable. Such invalidity or unenforceability shall not affect the validity or enforceability of any other term of this agreement, which remain in full force and effect.

41. WAIVER

Despite anything to the contrary contained or implied in the site agreement, any failure or refusal by a party to exercise any right or remedy, whether before or after the expiration or earlier termination of this agreement, will not be an abandonment or waiver of any such right or remedy, unless expressly waived in writing by that party.

42. NEW FACILITIES

You agree we may provide additional user pays facilities in the future for example; RV/Boat/Caravan/Trailer parking) that will be subject to an additional fee not covered by

the Site Rent. Costs will be determined by us on completion of the facility.

43. WHOLE AGREEMENT

This site agreement, except as amended in writing according to the site agreement or the Act and signed by both us and you, comprises the whole agreement between us and you. Except as provided by law, neither you nor us is entitled to rely on any oral representation or any implied condition in determining the respective rights and obligations of us and you under this agreement.

44. DRONES/REMOTELY PILOTED AIRCRAFT

For the safety, privacy and quiet enjoyment of all members of the Community, residents are required to seek and obtain written permission from the us prior to flying, or allowing the flying of, a remotely piloted aircraft of any type (including a drone) within or over the Community. This includes any person acting in the capacity of a sales agent with or without the necessary licences.

45. INSURANCE

We highly recommend that you take out and maintain:

- 45.1 Home and Contents Insurance;
- 45.2 Public liability insurance for incidents occurring within your Home;
- 45.3 Workers compensation insurance for any employees or contractors you engage; and
- 45.4 Third party insurance for your motor vehicles or mobility devices.

46. RESTRICTIONS FOR ZERO LOT HOMES AND HOMES ADJOINING ZERO LOT HOMES

- 46.1 You agree that prior to entering into this agreement you were notified by us as to whether your Site:
 - a. is identified as a zero lot home or has a setback of 0- 400mm from the site boundary; or
 - b. adjoins a site that has been identified as a zero lot home or has a setback of 0- 400mm from the site boundary.
- 46.2 You agree that if your Site is identified as a zero lot home or has a setback of 0-400mm from the site boundary, restrictive use of the area along the site boundary applies and you are required to:
 - a. keep the area along the affected site boundary clear from plantings, garden pots or any other item;
 - b. not attach or hang any item to the boundary wall or roof guttering of your Home in the affected area;
 - c. access to the adjoining site to carry out repair or maintenance that cannot be completed without access to the adjoining site, you agree to provide the homeowner of the adjoining site at least 7 days written notice before entering the site at a reasonable time for the purpose of carrying out maintenance or repair to your Home. To avoid problems, we recommend the notice includes all of the following:
 - i. the name of the individual entering the site;
 - ii. the date and time they will be entering;

- iii. the reason they are entering; and
 - iv. contact details in case of any questions or concerns; and
 - d. comply with the following in the event you access a site:
 - i. to remove any debris, material or equipment from the adjoining site at the end of each day the access is required under the notice that you have provided to the affected home owner; and
 - ii. make good any damage caused by you or any individual entering the adjoining site under the notice and in relation to the works carried out by you.
- 46.3 You agree that if you are a home owner and your Site adjoins a zero lot home or a Home that has a setback of 0-400mm from the site boundary, restrictive use of the area along your side boundary applies and you agree to:
 - a. keep the area along the affected site boundary clear from plantings, garden pots or any other item.
 - b. not to attach or hang any item to the boundary wall or roof guttering of the Home on the adjoining site.
 - c. consent to any reasonable written request for access of your Site from the home owner of the adjoining zero lot to carry out repairs or maintenance on their home upon their written notice to you.

47. TRADESPERSONS

You agree:

- 47.1 all work performed for you by tradespersons at the Site or to the Home must be performed between 7am and 5pm Monday to Friday and between 9am to 1pm on Saturdays (not on Sundays or public holidays) except in the event of an emergency which necessitates urgent remediation or works that cannot wait to be performed within the regular accepted times;
- 47.2 any tradesperson engaged by you to conduct works on the Site or Home must be suitably insured;
- 47.3 you are responsible for any damage in the Community that is caused by tradespersons engaged by you; and
- 47.4 all tradespersons that enter the Community, must abide by all safety measures put in place by us and must comply with any directions given by us.

48. NO WARRANTY OF SUITABILITY

You acknowledge:

- 48.1 the Community has been designed and developed as a lifestyle community for over 50's living in accordance with the Act;
- 48.2 it is the intention and design of the Community, that it be marketed to the over 50's market; and
- 48.3 we have expert knowledge in developing and operating residential parks for the intended use for the over 50's market, however, you acknowledge and agree that:
 - a. we may not apply age restrictions to home owners under the Act;
 - b. we make no claims to being legally allowed to restrict people who are not over 50 years of age from living in the Community; and
 - c. persons who are not over the age of 50 years may live in the

49. ACKNOWLEDGEMENTS

You acknowledge:

- 49.1 and agree that we have given to you the Disclosure Documents:
 - a. at least 21 days before entering into this agreement; or
 - b. if you have waived the right to be given those documents at least 21 days before entering into this agreement in accordance with section 30 of the Act, at least 7 days before entering into this agreement;
- 49.2 you have read the Disclosure Documents;
- 49.3 we have encouraged you to seek any advice you require to enter into this agreement in an informed manner, which may include legal and/or financial advice; and
- 49.4 we have provided sufficient time for you to obtain the necessary advice.

50. COUNTERPARTS AND ELECTRONIC SIGNING

- 50.1 This agreement may be signed in counterparts.
- 50.2 If this agreement is signed by any person using an Electronic Signature, the parties:
 - a. agree to enter into this agreement in electronic form; and
 - b. consent to either or both parties signing the agreement using an Electronic Signature.
- 50.3 Each party consents to the other's use of electronic communication to give any notice or information required by law to be given to the other and which was given before signing this agreement.
- 50.4 For the purposes of this clause 50, "**Electronic Signature**" means an electronic method of signing that identifies the person and indicates their intention to sign the agreement. It includes 'DocuSign' and 'Adobe'.

51. IF PARK OWNER IS A TRUSTEE

- This clause **51** applies if the **Park Owner is a party to this agreement** in its capacity as trustee of the Trust, whether on entering into **this agreement** or at a later date, and whether or not **you have** notice of the Trust.
- 51.1 Despite any other provision of this agreement the Trustee enters into this agreement as trustee of the Trust and in no other capacity.
 - 51.2 Any liability or obligation of the Trustee arising under or in connection with this agreement:
 - a. is limited; and
 - b. can be enforced against the Trustee only,to the extent to which it can be satisfied out of the property of the Seller's Trust out of which the Trustee is actually indemnified for the liability under the Trust Deed.
 - 51.3 The limitation of the Trustee's liability under this clause applies despite any other provision of this agreement, and extends to all liabilities and obligations of the Trustee in any way connected with any representation, warranty, conduct or omission, agreement or transaction related to this agreement.
 - 51.4 Despite any other provision of this agreement, the Trustee is not obliged to do or refrain from doing anything under this agreement unless the Trustee's liability is limited in the manner set out in this clause.
 - 51.5 You must not make any claim or take any action of any kind against the Trustee in any

capacity other than as the Trustee of the Trust.

51.6 Despite any other provision of this agreement:

- a. subject to clause 51.6b the limitation of the Trustee's liability under this clause will not apply to any obligation or liability of the Trustee to the extent that it is not satisfied because there is a reduction in the extent of the Trustee's indemnification out of the assets of the Trust as a result of the Trustee's fraud, negligence or breach of trust; and
- b. nothing in this clause will make the Trustee liable to any claim for an amount greater than the amount which you would have been able to claim and recover from the assets of the Trust in relation to the relevant liability if the Trustee's right of indemnification out of the assets of the Trust had not been prejudiced by fraud, negligence or breach of trust.

52. WATER CHARGES

52.1 The Home Owner must pay Water Consumption Charges on a 100% user pays basis.

52.2 Water Consumption Charges are:

- a. in addition to the Site Rent, as the Site Rent does not include any minimum water consumption entitlement;
- b. are not included in the outgoings; and
- c. will be calculated in accordance with the rates prescribed by the supplier of water services or the authority having jurisdiction over the Site Area and/or the Park with respect to water services and the Act.

52.3 The Home Owner must:

- a. pay water consumptions either to the Park Owner or the supplier when due; and
- b. comply with all water restrictions applicable from time to time.

53. DEFINITIONS AND INTERPRETATION

53.1 Definitions

Where any word(s) or phrases in these Special Terms are defined in the Act, that term will have the meaning in the Act. In addition, the following words are defined as below:

Approved Additional Occupant means a person who is authorised by you and us to reside in the Home in addition to you.

Buyer means a buyer of your Home.

Commencement Date means the date this agreement starts, being the date specified in Part 1.3 of the Form 2.

Common Area means all those parts of the Community made available by us for use by home owners, Authorised Occupants or Visitors; and not intended for exclusive use by any person; and not occupied or intended to be occupied by any home owner or any other person.

Communal Facilities means the Common Areas and amenities within the Community.

Community means the residential community described in Part 1.1 of the Form 2 (known as a 'residential park' under the Act).

Community Rules means the rules we make for the Community (known as the 'park rules' under the Act).

CPI means the Consumer Price Index: All Groups Index Numbers – Weighted Average of Eight Capital Cities published by the Australian Bureau of Statistics (or if that index is discontinued, then some other index published by the Australian Bureau of Statistics that we consider most appropriately replaces that index).

Development Code means the rules regulating alterations that may be made to the Home and/or the Site. A copy of the current Development Code is available from the Community manager and can be varied from time to time by us when reasonably necessary.

Disclosure Documents means the disclosure documents required to be given by us to you under the Act and described in Part 6.1 of the Form 2.

Form 2 means the Form 2 document to which these Special Terms are annexed.

Garden Bed means the garden bed within the Site established by us or our related entity and to be maintained by you.

General Increase Day means the date set out in Part 2.3 of the Form 2 or such other date we nominate from time to time.

General Increase Notice Day means the date which is 35 days before the relevant General Increase Day.

Home means the manufactured home owned by you and positioned on the Site, including all utility meters and any internal communication network.

Home Owner means the person or persons described as the home owner in Part 1.2 of the Form 2.

Occasional Guest means a person who may stay in the Home with you for no more than 5 consecutive nights, including but not limited to grandchildren and children.

Park Owner means the 'park owner' of the Community as set out in Part 1.2 of the Form 2.

Practical Completion means the date when the Home is deemed complete, except for minor omissions and defects that do not prevent the building works from being reasonably capable of being used for their usual purpose.

Recreational Vehicle Licence means the right to occupy or use a parking bay subject to the terms and conditions contained in a licence agreement between you and us.

Residential Park Bushfire Management Plan was developed as a requirement of the Development Approval and is drafted to minimise impacts of bushfire on the development. Residents to ensure they do not impact the facility manager being able to undertaken the responsibilities detailed in the management plan.

Residential Park Lighting Management Plan was developed as a requirement of the Development Approval and is drafted to minimise the impact on residents and flora and fauna whilst considering local legislation and lighting, which is appropriate for the use of the Site and the amenity to be included within the project. The operational manager of the Community will be responsible for the ultimate management of the plan however residents should be aware of the content of the management plan.

Residential Park Pet Management Plan see attached Annexure B.

Site means the site in the Community stated in Part 1.1 of the Form 2.

Site Rent means the site rent payable for the Site, as detailed in this agreement.

Special Terms means the terms set out in this Annexure A.

Termination Date means the date this agreement terminates in accordance with this agreement or the Act.

Trust means the trust known as INA Operations Trust No.11 (ABN 85 753 619 336).

Trust Deed means the deed or deeds constituting the Trust.

Trustee means INA Operations Pty Ltd (ACN 159 195 632) in its capacity as trustee of the Trust or any substitute or replacement trustee of the Trust from time to time.

Visitor means a person who does not stay overnight and who has a principal place of residence elsewhere. A Visitor includes any of your tradespersons or other invitees.

Water Consumption Charges means any fees, charges, levies or costs associated with the inflow and outflow of water to and from the Site Area (including water connection charges, water consumption charges, waste water(sewerage) charges, waste water(sewerage) volume charges or excess water charges) and all forms of fixed charges and administrative or service fees for the provision or availability of water generally, where they are permitted to be charged by the Act and at law generally.

53.2 Interpretation

- a. Unless the contrary intention appears, a reference in this agreement to:
 - i. this agreement or another document includes any variation or replacement of it despite any change in the identity of the parties;
 - ii. one gender includes the others;

- iii. the singular includes the plural and the plural includes the singular;
 - iv. a person, partnership, corporation, trust, association, joint venture, unincorporated body, government body or other entity includes any other of them;
 - v. we, us or our is to the Park Owner (and where the context allows, its employees and agents) and its administrators, successors, substitutes (including a person who becomes a party by novation) and permitted assigns;
 - vi. you or your is to the Home Owner and subject to paragraph (vii) below and except for clause 39 includes your executors, administrators, successors and permitted assigns;
 - vii. if there is more than one Home Owner, then a reference to you is a reference to those of you who are living or to the last of them;
 - viii. an item, recital, clause, paragraph, schedule or annexure is to an item, recital, clause, paragraph of, or schedule or annexure to, this agreement and a reference to this agreement includes any schedule or annexure.
 - ix. any statute, ordinance, code or other law includes regulations and other instruments under any of them and consolidations, amendments, re-enactments or replacements of any of them;
 - x. money is to Australian dollars, unless otherwise stated; and
 - xi. a time is a reference to Brisbane time unless otherwise specified.
- b. Headings and any table of contents or index are for convenience only and do not affect the interpretation of this agreement.
- c. A provision of this agreement must not be construed to the disadvantage of a party merely because that party or its advisers were responsible for the preparation of this agreement or the inclusion of the provision in this agreement.
- d. If a party consists of more than one person, this agreement binds each of them separately and any two or more of them jointly.
- e. An agreement, covenant, obligation, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them separately.
- f. An agreement, covenant, obligation, representation or warranty on the part of two or more persons binds them jointly and each of them separately.
- g. Subject to the Act, if there is an inconsistency between a Special Term and any other provision of this agreement, the Special Term prevails to the extent of the inconsistency.

Sanctuary Victoria Point**Residential Pet Management Plan**

In accordance with the Site Agreement a Home Owner **must not** keep a pet in the home or bring a pet into the Resort (including pet belonging to family members) without first obtaining the consent in writing from the Park Owner via the Community Manager.

The Park Owner understands the important contribution pet ownership can make to the lives of people who value and appreciate animals. We have also considered the fact that there are people who wish to avoid contact with pets and other animals. The Pet Management Plan is designed to protect both pet owners and non-pet owners and is designed to make Sanctuary an enjoyable place to live for all Home Owners.

Further to protect wildlife and minimise the impact on the environment within and outside the Resort it is important that the Park Owner adopts a Pet Management Plan.

This Pet Management Plan ensures a consistent approach when approving and dealing with pets.

The Pet Management Plan has been written based on Council guidelines for the keeping of pets within a close-living community.

The purpose of the Pet Policy is twofold:

1. To protect wildlife and minimise impact on environmental values in the bushland and corridors within and outside the resort; and
2. To ensure that all Home Owners are aware of the expectation of keeping pets within the community.

Consent is obtained by the Home Owner applying to the Park Owner by written Application ("Pet Application") lodged with the Community Manager.

The Pet Application must be in the prescribed form as amended from time to time and signed by the Home Owner.

The Pet Application may be approved on the conditions which form part of the Application or such other reasonable conditions determined by the Park Owner. These conditions may be amended from time to time.

A copy of the current Pet Application and conditions of approval are attached to this Pet Management Plan.

The Pet Application must be signed by the Home Owner which confirms the Home Owner's agreement to comply with the conditions of any approval.

The Community Manager will inform the Home Owner in writing of the outcome of the Pet Application with seven days of receiving a properly completed and signed Pet Application and/or after receiving a satisfactory response from the Home Owner to any clarification sought by the Community Manager about the Pet Application.

If the Pet Application is refused the Community Manager will provide to the Home Owner reasons for such refusal.

If the Pet Application is approved the Community Manager will return to the Home Owner the Pet Application signed by the Community Manager on behalf of the Park Owner ("Pet Approval").

No Pet Approval exists or is implied until the Community Manager returns the Pet Application signed by the Community Manager.

Prior to making a determination on a Pet Application the Community Manager will meet with the Home Owner and pet to assess the suitability of the pet.

The Pet Approval is individual to a particular pet not to a home. Each pet that a Home Owner wishes to bring into the Resort is subject to separate approval under the Pet Policy.

No more than 2 pets are permitted in a home.

Dogs which are or have been classified as “dangerous” will not be permitted in the Resort.

Pet Applications will only be considered for:

1. Dogs and Cats that are de-sexed;
2. Dogs and Cats that are registered with the local authority; and
3. Pets that are microchipped in accordance with Queensland State Government requirements.

The following documents must be attached to the Pet Application:

1. A recent photograph of the pet;
2. A copy of the cat/dog registration with the local authority;
3. Letter from a veterinarian confirming that the animal is suitable to live in a close living community;
4. Current vaccination certificate; and
5. Confirmation that the Pet is microchipped for identification purposes with an appropriate association.

The Home Owner must not permit nor allow a pet belonging to family or friends to enter the Resort without first obtaining approval from the Park Owner by completing and lodging a Pet Application.

The Home Owner may keep fish or a small, caged bird (for example a budgerigar or canary) in their Home at any time, without the need to inform the Park Owner or obtaining the approval of the Park Owner provided however that in respect to a small caged bird the Home Owner must comply with the Terms and Conditions of Approval as appropriate.

The Park Owner reserves the right to grant special permission for a Pet Approval outside these guidelines at the discretion of the Park Owner.

INGENIA LIFESTYLE PET POLICY

*****This form must be completed in full and returned to the Community Manager. Please fill in one for each Pet you are applying for***

ABOUT INGENIA'S PET POLICY

Ingenia Lifestyle communities wish to acknowledge the important role that pets play in people lives. In deciding to allow pets in our Communities, we need to ensure that all individuals in the Community's interests are recognised and protected.

Permission to keep pets on this property is granted solely by, and at the discretion of management and is subject to local Council regulations and strict adherence to this policy. Only common household pets are allowed and approval will be based on the suitability of a pet to reside in an Ingenia Community.

Pets will not be allowed on this property without a current, signed copy of this agreement. Should this application be approved by the Community Operator, this Pet Agreement will form part of your Lease between you, the Resident and the Community Owner. Failure to comply with all terms and conditions stated below could result in the pet agreement being terminated.

APPLICANT/S DETAILS

Applicant Name/s: _____ Site

Number: _____ Community: _____

Email: _____

PET DETAILS

Name: _____ Age: _____ Type of Pet: ☐ Dog ☐ Cat ☐ Other

Breed: _____ Colour: _____

Vaccinations are up to date ☐ Yes ☐ No Vaccine Certification Attached ☐

Council Registration No: _____ Registration Provided ☐ Desexed: ☐ Yes ☐ No

EMERGENCY PET CARER DETAILS

Name: _____ Phone: _____

Address: _____ Email: _____

VETERINARIAN DETAILS *(The applicant/s provides these details for use in the case of emergency only)*

Name: _____ Phone: _____

Address: _____ Email: _____

Seachange/Ingenia ("the Park Owner") understands the important contribution pet ownership can make to the lives of people who value and appreciate animals. We have also considered the fact that there are people who wish to avoid contact with pets and other animals. The Park Owner acknowledges the importance of protecting wildlife and minimising the impact on environmental values of the Resort and surrounding areas of the Resort. These terms and conditions are designed to protect both pet owners and non-pet owners, to protect wildlife and to make the Resort an enjoyable place to live for all Home Owners.

Approval, if granted is on the following terms and conditions:

1. The Home Owner warrants that the Pet is:
 - a. De-sexed
 - b. Registered with the local authority
 - c. Has a current vaccination certificate
2. The Home Owner must renew registration of the Pet with the Local Authority and provide evidence that registration is current when requested by the Park Owner. The Pet must wear an appropriate identification tag/collar.
3. The Home Owner must comply with all local, city or state laws, licensing and health requirements regarding the keeping of pets, including vaccinations and council registrations.
4. The Pet must be microchipped for identification purposes with a registered association.
5. This Approval applies only to the Pet referred to in the Application and does not include any offspring or additional or replacement pet. All off-spring or additional or replacement pets require a separate Pet Approval.
6. If the Pet is a cat the Home Owner must ensure the cat wears a collar with a bell.
7. The Home Owner must ensure:
 - a. The Pet is regularly exercised;
 - b. The Pet is kept in a good state of health;
 - c. Is free of vermin and pests; and
 - d. The Pet is fed and watered within the Home Site and must not leave food or water for the Pet outside the Home which is likely to attract other animals and/or insects and pests/vermin.
8. The Home Owner must not leave the Pet unattended in their Home for periods exceeding 12 hours.
9. The Pet must be kept within the confines of the Home and Home Site and is not permitted onto the common areas except as permitted under this Approval.
10. The Pet is not permitted in any Clubhouse or other enclosed facilities or recreational areas in the Resort.
11. The Home Owner is only entitled to walk or exercise the Pet within the Resort grounds as follows:
 - a. The Pet must be on a leash and under the control of an adult person at all times;
 - b. If the Pet is a cat the Pet is not permitted outside the retirement living precinct being the areas of the Resort coloured pink (the "Retirement Living Precinct") on the attached plan ("the Precinct Plan"); and
 - c. If the Pet is a dog the Pet is not permitted outside the Retirement Living Precinct except:
 - i. Confined to walking tracks in those areas of the Resort coloured orange ("Buffer Precinct"), green ("Bushland Precinct") and yellow ("Corridor Precinct") on the Precinct Plan;
 - ii. On a leash in the Retirement Living Precinct, or within a fenced off leash area, in the Corridor Precinct; and
 - iii. On leash, or within a fenced off leash area, in the Buffer Precinct.
12. When entering and/or exiting the Resort, the Pet must be restrained, such as via a leash or in a carry bag.
13. The Pet must not be permitted to urinate or defecate on Common Property
14. In the event that the Pet accidentally urinates or defecates on common property the Home Owner assumes responsibility of ensuring it is immediately cleaned up and disposed of in an appropriate rubbish receptacle.
15. The Home Owner is responsible for the cost of repairing damage to the common property or Park Owner's property or the property of other Homes Owners caused by the Pet.

16. Should the Body Corporate receive three (3) substantiated complaints in regard to the keeping of the pet within a three month period the Community Manager may withdraw the approval for the pet(s) and the owner shall remove the pet from the scheme land within 30 days of receiving a notice to do so from the Community Manager.
17. The Pet must not cause any noise or nuisance to other Home Owners, the Park Owner or property owners or occupiers of properties adjoining the Resort.
18. The Home Owner must ensure that the Pet does not attack or threaten people or other animals.
19. This approval may be withdrawn and the Pet required to be removed from the Resort in the event the Park Owner receives three complaints from separate Home Owners or the Park Owner's staff or otherwise be in breach of the conditions of this approval.
20. The Home Owner agrees that the conditions of this Approval are fair and reasonable.
21. The Home Owner acknowledges that a breach of these conditions is deemed a substantial default under the site agreement.

I have read and agree to all conditions of the Seachange/Ingenia Pet Policy and understand that the Community Owner agrees to permit the pet described in this agreement providing the pet policy is adhered to.

Applicant's Name: _____ Signature: _____

Applicant's Name: _____ Signature: _____

Office Use only:

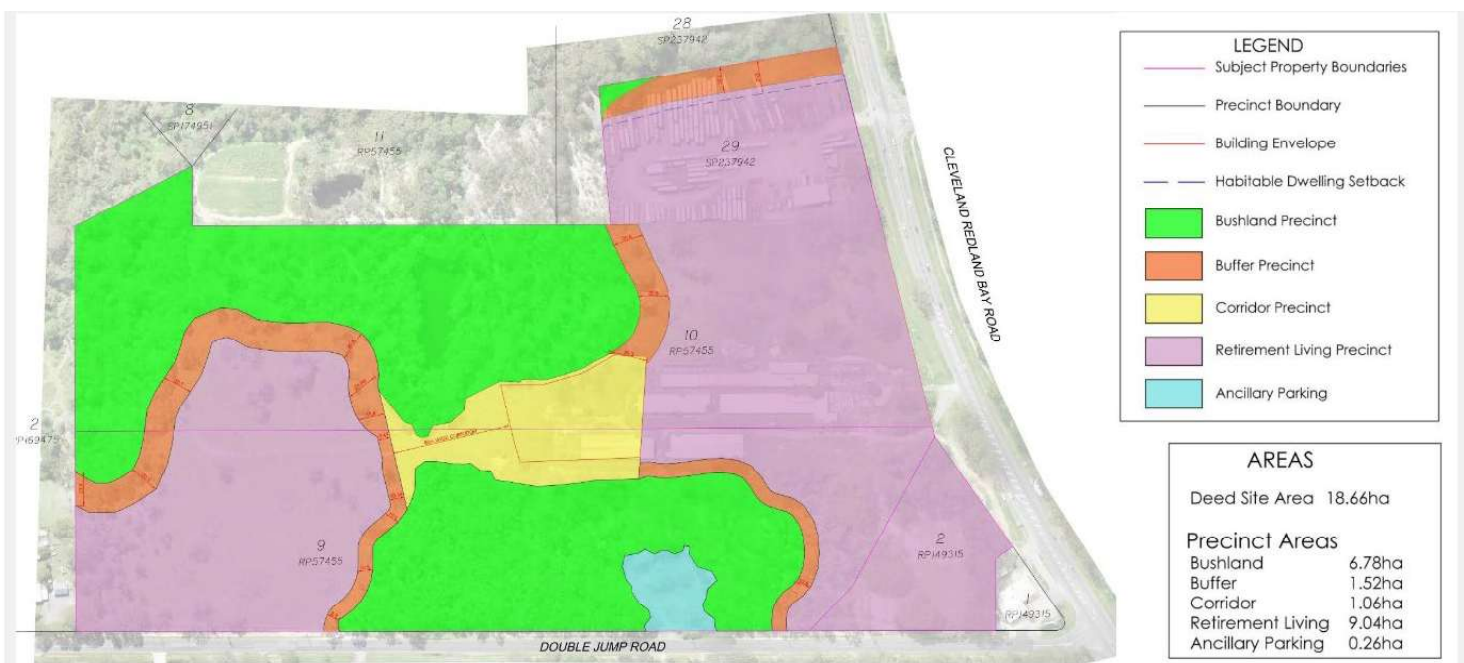
Approved: ☐ Yes ☐ No

Name: _____ Signature: _____ Date: ____/____/____ OM

Approval ☐ Yes ☐ No

Name: _____ Signature: _____ Date: ____/____/____ Application

Sent to Property@ingeniacommunities.com.au ☐ Property issued Welcome Letter ☐



**Form 17****Final inspection certificate –
swimming pools and swimming pool fencing**

This form is the approved form that must be used in accordance with sections 98 and 99 of the *Building Act 1975*.

Note: The building certifier for the work must give this signed form to the owner as the final inspection certificate for a swimming pool or swimming pool barrier certifying the work is compliant with the building development approval.

1. Swimming pool owner details

If the owner is a company, a contact person must be shown.

Name (natural person or company)	Amy Bryce, Ingenia Communities
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2. Property description where swimming pool is located

The description must identify all land the subject of the application.

The lot and plan details (e.g. SP/RP) are shown on title documents or a rates notice.

If the plan is not registered by title, provide previous lot and plan details.

Street address	Swimming Pool and Safety Barrier, 10 Double Jump Road		
	Suburb/locality	Victoria Point	
State	QLD	Postcode	4165
Lot and plan details (attach list if necessary)			
Lot 9 on RP57455			
Local government area the land is situated in			
Redland City Council			

3. Type of swimming pool

A shared pool is one in which the residents of two or more dwellings will have a right to use the pool.

☐ Non-shared pool	☒ Shared pool
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4. Exemptions granted by local government (if applicable)

Details of exemption
N/A
Date exemption granted
Click or tap to enter a date.

5. Restrictions on the use or occupation of the swimming pool or swimming pool barrier

If the building work uses a building solution restricting the use or occupation of the swimming pool or swimming pool barrier, state the restriction.

For example, a restriction requiring a minimum depth for a permanent body of water forming part of a swimming pool barrier to be maintained.

Restrictions

The following restrictions apply to the use or occupation of the swimming pool or swimming pool barrier:

N/A

6. Performance solution

If the building work uses a performance solution, state the applicable materials, systems, methods of building, procedures, specifications and other relevant requirements.

This will provide swimming pool owners and occupiers with a concise and practical explanation of performance solutions that may have some operational implications on the use of the swimming pool or swimming pool barrier. This will also help ensure the ongoing use of the swimming pool or swimming pool barrier and any future modifications do not compromise compliance with the performance requirements of the applicable Queensland Development Code.

Performance solution requirements

The following systems and procedures form part of the performance solution:

N/A

7. Certification

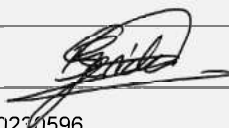
This form must be used by building certifiers to certify compliance of swimming pools and swimming pool barriers pursuant to section 10 of the *Building Act 1975* for the performance of building certification functions.

I certify that on an inspection carried out in accordance with best industry practice, the building work complies with the building approval and/or certificates of inspection were accepted from competent persons.

Stage	Date of inspection	Date of certificate
Pool Excavation	07/10/2024	07/10/2024
Pool shell reinforcement (By Structural Engineer)	23/10/2024	23/10/2024
Final – Swimming Pool	01/09/2025	05/09/2025

8. Building certifier

If the certifier is a company, a contact person must be shown.

Name of building certifier (<i>in full</i>)	Bernard Gericke		
Licence number	QBCC: A15313599		
Signature			
Building approval reference number	Q20230596	Date	05/09/2025

OFFICE USE ONLY

Fee payable \$		Date received	Click or tap to enter a date.	Receiving Officer's signature	
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PRIVACY NOTICE

The Department of Energy and Public Works is collecting personal information as required under the *Building Act 1975*. This information may be stored by the Department, and will be used for administration, compliance, statistical research and evaluation of building laws. Your personal information will be disclosed to other government agencies, local government authorities and third parties for purposes relating to administering and monitoring compliance with the *Building Act 1975*. Personal information will otherwise only be disclosed to third parties with your consent or unless authorised or required by law.

Sanctuary Victoria Point - Notes from the Operator

The notes from Operator below do not form part of the Disclosure Statement requirement under the Manufactured Homes (Residential Parks) Act 2003 but have been provided to offer more certainty over the proposed development and facilities and services to be provided by the Park Owner. The information below is aimed to assist with the prospective purchaser's decision on purchasing a home in the community.

1. *At the time of the issue of this Disclosure Document, the community of Sanctuary Victoria Point was under construction. It is acknowledged that marketing material out in circulation prior to receiving this disclosure could represent different facilities and or elements of the masterplan as the community was still in development stages.*
2. *The community facilities and services listed in Form 16 are proposed and some are not yet built or available for use.*
3. *From time to time the facilities and service listed in **Form 16** may become temporarily unavailable due to general maintenance, upgrades or repair.*
4. *The Park Bus as listed on Form 16 is accessible to residents however may become unavailable due to general maintenance, repair and driver availability.*
5. *The following services and facilities may be offered on a user pays basis and are not covered in your site fees;*
 - a) *Caravan/boat storage (offered under a licence agreement and is subject to availability and change)*
 - b) *Some lifestyle activities offered by the Operator may include a small fee for participation*
 - c) *An emergency call monitoring service may be provided by a third- party provider (such as Tunstall), which requires a one-off payment and an ongoing monitoring fee.*
6. *The Park office hours on completion of the community facilities, are expected to be between Monday- Friday between 8:30am and 4:00pm (excluding public holidays). These times may change however and any updates to Park office hours and after hours contact details will be communicated when the prospective homeowner moves into the community.*
7. *The mowing of the front lawn is covered in your site fees. All other garden maintenance and associated costs pertaining to any garden maintenance on the site is the sole responsibility of the home owner/s.*
8. *Telecommunications will be provided to the community, it will be the responsibility of resident to connect to a telecommunications provider from the list of providers located here <https://buildingfibrenetworks.com.au/residents/>*
9. *A temporary dog park will be located within Stage 1 of the community. This is temporary in nature and will be relocated to a permanent location in Stage 3 of the community.*
10. *Solar systems are installed on all homes as per the specification. The individual export amount is regulated by and subject to the approval of Energex and their Connection Policy.*
11. *When constructed, the second community entrance point located on Double Jump Road may not be available for resident use until all housing and community facility construction activities have ceased and will only be available in emergency situations. Until such time, the entry and exit point for all residents will be located on Cleveland Redland Bay Road. Once opened for resident use, the entrance may have temporary traffic controls in place, limiting traffic movements off and onto Double Jump Road.*