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
Park owner signature
Residential park details
Park name
Phone
Park address
Suburb State Postcode
Website Number of current manufactured home sites
Park contains: ☐ only manufactured homes ☐ multiple dwelling types (see section 15)
Total number of sites (including other dwelling types) currently in park

Development status: ☐ Completed ☐ Under development (see section 16 for details)	
•	
	anned in the next 5 years: ☐ Yes ☐No (see section 16 for details)
Year Residential Pa	ark began operating
Part 1 – Site rer	nt and other costs
1 Site rent for new site agreements *(GST exclusive) Declaration of what site rent will be for new home owners.	Site rent* (or range of site rent) payable by new owners This applies to site agreements entered from
2 Site rent increases The proposed basis for how site rent can	How does site rent increase for new home owners in the residential park? Basis
for how site rent can be increased under a site agreement for the site.	General increase day
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: \$

Part 2 – Utilities	s 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
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)
9 Internet	☐ Included in site rent ☐ Available but not included in site rent
	☐ Not available ☐ Other (specify)
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

11 Park Manager and staff	Is an on-site manager (or representative) available to home owners? \Box Yes \Box No
	Details of on-site availability:
Please provide details about the availability of park management.	
	Does the on-site manager live on-site or work on-site?
	☐ Lives on-site ☐ Works on-site ☐ Not applicable
	Does the park have an after-hours emergency contact?
	☐ Yes ☐ No
	After-hours emergency contact details
	Do any other staff work in the residential park?
	□ Yes □ No
	If yes, provide details (e.g. First Aid Officer, Security, Grounds person etc).

Part 3 - Facilities and amenities 12 Communal/shared facilities Please provide details about the facilities currently available in the park, including any additional costs for the use of these facilities. (NOTE: Under section 14 (a) (iii) of the Act, a home-owner has non-exclusive use of the park's common areas and communal facilities). ☐ Activities, workshops or games room/s Cost: Included in site rent ☐ Additional fee (specify) Available to: Home owners Guests / Visitors Public \square BBQ area outdoors Details..... Cost: Included in site rent Additional fee (specify) Available to: Home owners Guests / Visitors Public ☐ Bowling green ☐ Indoor ☐ Outdoor Cost: Included in site rent Additional fee (specify) Available to: Home owners Guests / Visitors Public ☐ Club House Cost: Included in site rent ☐ Additional fee (specify) Available to: Home owners Guests / Visitors Public

☐ Communal open space
Details
Cost: Included in site rent Additional fee (specify)
Available to: Home owners Guests / Visitors Public
☐ Gym Details
Cost: ☐ Included in site rent ☐ Additional fee (specify)
Available to: Home owners Guests / Visitors Public
☐ Library Details
Cost: ☐ Included in site rent ☐ Additional fee (specify)
Available to: Home owners Guests / Visitors Public
☐ Restaurant / Cafe Details
Cost: Included in site rent Additional fee (specify)
Available to: Home owners Guests / Visitors Public
□ Shops
Details
Cost: ☐ Included in site rent ☐ Additional fee (specify)
Available to: Home owners Guests / Visitors Public

☐ Park bus or other park-supplied transport options
Details (conditions for use)
Cost: Included in site rent Additional fee (specify)
Frequency:
Available to: Home owners Guests / Visitors Public
☐ Swimming pool
☐Indoor ☐ Outdoor ☐ Heated ☐ Not heated
Size:
Details
Cost: ☐ Included in site rent ☐ Additional fee (specify)
Available to: Home owners Guests / Visitors Public
☐ Tennis court / Pickleball
Details
Details
Details Cost: Included in site rent Additional fee (specify)
Details
Details Cost: Included in site rent Additional fee (specify)
Details Cost:
Details
Details
Details Cost: Included in site rent Additional fee (specify) Available to: Home owners Guests / Visitors Public Changing rooms and showers at sports facilities Details
Details Cost:
Details
Details
Details

☐ Other facilities and amenities (specify below, including availability and cost)	
13 Parking	Do home owners have personal parking space/s on their site?
Please provide details of parking available to home owners and their	☐ Yes ☐ No ☐ Varies by site
guests.	Are there any restrictions on home owners parking on or adjacent to their site (e.g. on their driveway)? If so, please provide details:
	Is there additional parking available for home owner use in the park?
	☐ Yes ☐ No
	If yes, specify number of spaces and any conditions
	Is there additional parking available for visitor use?
	☐ Yes ☐ No
	If yes, specify number of spaces
	Is there parking available for large vehicles such as trailers, motorhomes, caravans, boats or other recreational vehicles?
	☐ Yes ☐ No
	If yes, specify number of spaces and any conditions
	Are there any fees in addition to site rent applicable to the use of parking spaces for large vehicles such as trailers, motorhomes, caravans, boats or other recreational vehicles?
	☐ Yes ☐ No
	If yes, provide details

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

Part 4 - Miscell	aneous
16 Other dwellings	Does the park contain dwellings other than manufactured homes (i.e., is a mixed-use park)?
awomingo	☐ Yes ☐ No
	If yes, provide details, for example caravans, holiday rental cabins, residential premises (including manufactured homes) under residential tenancy agreements)
17 Development	Has development of the park been completed?
Indications of future	☐ Yes ☐ No
plans may be subject to change. For more information contact the park owner.	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?
	If no, provide details of any services, amenities or facilities that will become available when development is complete, including when these will be available
18 Home owners	Does the park have a home owners' committee?
committee	☐ Yes ☐ No
19 Letting the home	Do site agreements in the residential park permit home owners to let their home to another person?
	☐ Yes ☐ No
	If yes, detail any restriction on letting:

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

Part 5 – Park Rules	
22 Pets	Are there any restrictions on pets in the park?
	☐ Yes ☐ No
	If yes, provide details:
23 Park rules	Please provide a list of the park rules (may be provided as an attachment)

Part 6 – Park details and operations	
24 Park owner details	□ Individual owner/s
	TitleFull name
	TitleFull name
	TitleFull name
	□ Corporate owner
	Full company / corporation name
	Australian Company Number (ACN)
	Australian Business Number (ABN)
	Business address
	Suburb State Post code
	Phone number
	Email address
05 Dad and 4	
25 Park contact	Contact name
Please provide contact details for the residential park for information and enquiries if different from above.	Park phone
	Park email

Further Information

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

www.hpw.qld.gov.au

Regulatory Services (Department of Housing and Public Works)

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

Department of Housing and Public Works GPO Box 690. Brisbane. QLD 4001

Phone: 07 3013 2666

Email: regulatoryservices@housing.qld.gov.au, au
Website: www.housing.qld.gov.au/housing

Queensland Retirement Village and Park Advice Service (QRVPAS)

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

Caxton Legal Centre Inc Level 23, 179 Turbot Street

Brisbane Qld 4000 Phone: 07 3214 6333

Email: qrvpas@caxton.org.au
Website: www.caxton.org.au

The Queensland Manufactured Home Owners Association Inc (QMHOA)

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

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

Phone: 07 3040 2344

Website: www.qmhoa.org.au

Seniors Legal and Support Service

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

Caxton Legal Centre Inc Level 23, 179 Turbot Street

Brisbane Qld 4000 Phone: 07 3214 6333 Email: slass@caxton.org.au

Website: www.caxton.org.au/sails slass

Queensland Civil and Administrative Tribunal (QCAT)

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

GPO Box 1639, Brisbane, QLD 4001

Phone: 1300 753 228

Email: enquiries@qcat.qld.gov.au Website: www.qcat.qld.gov.au

Queensland Law Society

Find a solicitor Law Society House

179 Ann Street, Brisbane, QLD 4000

Phone: 1300 367 757 Email: <u>info@qls.com.au</u> Website: <u>www.qls.com.au</u>

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



Palm Lake Resort Pelican Waters

Residential Park Rules

MANUFACTURED HOMES (RESIDENTIAL PARKS) ACT 2003

1. COMPLAINT PROCUDURE

- (a) As per Section 5 Dispute, the Park Owner and the Resort Caretakers prefer complaints be dealt with on a personal basis and as rapidly and efficiently as possible. Complaints are to be made in writing and submitted to the Resort Caretakers.
- (b) The Residents' Committee may also take up complaints with the Park Owner and/or Resort Caretakers on behalf of residents.

2. EVENTS/FUNCTIONS

- (a) No Resort event/function shall be advertised outside the Resort unless the Resort Caretakers have given their prior written approval.
- (b) All events/functions held in the Country Club (or any other Resort facility) must be booked in advance through the Resort Caretakers.
- (c) The organiser of the event/function will be responsible for hosting the event/function and returning the event/ function area to a clean and in its original condition.
- (d) A copy of the event/function Policy and booking form can be requested from the Resort Caretakers.

3. FACILITIES

- (a) All Resort facilities including but not limited to The Springs Country Club, Mirage pool area, tennis and pickleball courts, and workshop are to be used at the Home Owner/s own risk and the Spirit of Community Guiding Principles must be observed at all times.
- (b) The areas covered by a Liquor Licence must comply with Liquor Licencing obligations as defined by the relevant regulatory authority. Supply is limited to Home Owner/s' and/or their visitors and must only be sold within the hours permitted and in the designated areas under the requirements of the Liquor Licence. This includes BYO alcohol consumption.
- (c) The Resort facilities must not be used in a manner that is illegal, injures the Park Owner's reputation, or interferes with the peaceful enjoyment of other Home Owners. Rules for the use of the Resort facilities are





- outlined in the Spirit of Community guidelines which is provided upon settlement of the home and site, and can be obtained from the Resort Caretakers.
- (d) Home Owners must accompany their visitor/s if they wish to use the Resort facilities. Children must be closely supervised at all times.
- (e) All Resort facilities are strictly pet-free.
- (f) All Resort facilities are strictly non-smoking.
- (g) All Resort facilities, including Resort gates, will be opened and closed as per nominated times, which may be amended by the Park Owner as required.
- (h) All Resort sporting facilities are shared communal facilities for the use of all Home Owners and may not be dominated by any individual or group of persons unless there is an organised competition approved by the Resort Caretakers.

3.1 Milon gymnasium

- (a) The Milon gymnasium opening hours are as per nominated opening times outlined in the Spirit of Community Guiding Principles.
- (b) The Home Owner/s acknowledges that the Park Owner has installed "Milon" branded gymnasium equipment which is designed specifically for use with a personal "Milon smartcard" containing each Home Owners' individual fitness and training program information.
- (c) The Milon gymnasium equipment is for Home Owners' use only. Home Owners are responsible for their own safety when using all Milon gymnasium equipment. Please refer to the Resort Caretakers for instructions of use and induction process.
- (d) The Home Owner/s acknowledges and agrees that whilst the Park Owner will make available the "Milon" gymnasium equipment and "Milon smartcard" for use within the Milon gymnasium, the Park Owner will have no control over the functionality of the "Milon" gymnasium system including whether the technology supporting the service may be withdrawn or changed by the company responsible for the production of the "Milon" branded gymnasium system in the future. If this were to occur, the Home Owner/s agrees that the Park Owner will not be responsible to the Home Owner for any loss, damage or cost sustained, incurred or suffered by the Home Owner as a result of the withdrawal or change of the services associated with the "Milon" branded gymnasium system and "Milon smartcard". In these circumstances, the Park Owner agrees to use its reasonable endeavours to replace any affected Milon gymnasium equipment with alternative and/or new other branded equipment for the Home Owners' use and enjoyment in the Milon gymnasium.





(e) Home Owners must obtain a GP certification proving medical clearance to use the Milon gymnasium, which must be provided to the Resort Caretakers prior to facility induction and use.

3.2 Reformer Pilates studio

(a) The Reformer Pilates studio is limited to Home Owner use only. Home Owners are responsible for their own safety when using all Pilates studio equipment.

3.3 Billiards tables and darts

- (a) The billiards tables and darts are limited to persons over 16 years of age use only.
- (b) Visitors wanting to use the billiard tables must be accompanied by a Home Owner at all times, and have consideration for other Home Owners who may wish to play.

3.4 Sauna

- (a) The sauna is limited to persons over 18 years of age use only.
- (b) Visitors wanting to use the sauna must be accompanied by a Home Owner at all times, and have consideration for other Home Owners who may wish to use the Sauna.

3.5 Workshop

- (a) The workshop is limited to Home Owners' use only.
- (b) Home Owners are responsible for their own safety when using all workshop equipment.
- (c) Home Owners must follow the safety guidelines outlined as per the induction process.

3.6 Pool

- (a) Home Owners must accompany their visitor/s if they wish to use the pool facilities. Children must be closely supervised at all times.
- (b) Home Owners must take responsibility for their own health and safety, and for the health and safety of any visitor/s.
- (c) Home Owner/s and their visitor/s must have consideration for other Home Owners who may wish to use the pool facilities.
- (d) Children that are not toilet trained must wear appropriate clothing including swimming nappies where applicable.

4. FIRE HYDRANTS

(a) Please ensure that there is clear access to all fire hydrants at all times.





(b) Home Owners must maintain clear and easy access around their home and site for emergency services in accordance with any State or other Authority.

5. GARBAGE AND DISPOSAL OF REFUSE

- (a) Home Owners must keep their garbage bins in the designated bin storage area of their home and site.
- (b) Weight of garbage bins are as per the external contractor's guidelines, or not to exceed 15kg. Sharp objects must be wrapped prior to being placed in bins.
- (c) Home Owners must not burn any garden waste, or other waste, in any part of the Resort including their home.

6. NOISE

- (a) Home Owners, or their visitors, must not make or permit noise that may interfere with the reasonable peace and enjoyment of other Home Owners. This includes (but is not limited to) power tools, musical instruments, loud stereos/television or noisy pets.
- (b) Home Owners will not do any act or thing or permit their visitor/s to do any act or thing which through noise, odours, vibrations or otherwise may be or grow to be an annoyance, nuisance, grievance, damage, hazard or disturbance to their neighbouring Home Owners/ occupiers. Without limiting the generality of the prohibition, Home Owners are not to play or permit the playing of any musical instrument or system of sound amplification nor sing nor permit singing on their site or in their home (or in or upon any part of the Resort) between the hours of 11pm and 7am.

7. PARKING OF MOTOR VEHICLES

- (a) Home Owners must only park their vehicles in their garage. Carage doors must not be left open for long periods of time.
- (b) Home Owners must only park their golf car in their designated golf car storage.
- (c) Exceptions to (a) may be made for:
 - Picking up or dropping off passengers (to a maximum of 5 minutes);
 - Caravan charging, cleaning or preparation (to a maximum of 48 hours);
 - Loading or unloading of vehicles (to a maximum of 30 minutes); iii.
 - Trade and other service vehicles, where they require access to their vehicle (to a maximum of iv 8 hours).





- (d) Home Owners must not park their vehicles and/ or golf cars in the visitor parking, other than those provided for limited time visits to the Country Club or other Resort facilities.
- (e) Visitors must only park in parking provided for visitor parking.

8. PETS

- (a) Home Owners must apply and be granted permission by the Resort Caretakers to keep a maximum of two pets (birds, cats or dogs), the type and size of which will be limited.
- (b) All pets must be properly controlled and well looked after.
- (c) All cats and dogs must be spayed or neutered, micro chipped and registered as per council bylaws.
- (d) Pets are not permitted to roam freely within the Resort at any time.
- (e) All cats and dogs must be on a leash if outside the Home Owner's home and site at all times.
- (f) Pet droppings must be picked up and disposed of by the Home Owner/s in the receptacle provided throughout the Resort or in the Home Owner/s' own garbage bin.
- (g) No animals are permitted inside the Country Club and/or Resort facilities.
- (h) Any nuisance caused by pets which interferes with the reasonable peace and enjoyment of the Resort by other Home Owners must be rectified. Where there is ongoing nuisance caused by pets that interferes with the reasonable peace and enjoyment of the Resort, the Park Owner may request the Home Owner/s removes their pet from the Resort.
- (i) No visitor pets are allowed in the Resort.

9. RESORT ENTRY

- (a) The Resort entry gates will remain closed at all times.
- (b) Any visitors entering into the Resort must dial the Home Owner's home number into the main gate entrance of the Resort and press the hash '#' key to enter.

10. RULES

The Park Owner may introduce new rules, in accordance with the Act, for the management of the Resort and the conduct of persons anywhere in the Resort to ensure a peaceful, comfortable and safe environment within the Resort is maintained for the benefit of all Home Owners and their visitors.





11. SPEED LIMITS FOR MOTOR VEHICLES

- (a) The roadways and car park areas within the Resort are "Shared Zones" and are for the use of pedestrians, bicycles, wheelchairs and all motorised vehicles including golf cars, mobility scooters and e-bicycles.
- (b) The golf car paths are for golf cars, pedestrians and bicycles only.
- (c) The Shared Zone speed limit is 10 km per hour on both roadways and golf car paths.
- (d) On roadways pedestrians must walk safely to the sides of the roads and allow the unencumbered passage of vehicles.
- (e) On golf car paths, golf cars and bicycles must give way to pedestrians and slow down to let them safely pass.
- (f) Vehicles are required to transit safely, give way to pedestrians to ensure their safety, and obey all Resort
- (g) No skateboards, scooters, e-scooters or segways are permitted.

12. SMOKING

(a) Home Owners and their visitors must only smoke in the Home Owner's home and site.

13. TREES AND SHRUBS

(a) Trees and shrubs provided by the Resort must not be removed without the prior consent of the Resort Caretakers.

14. VISITORS

- (a) Visitors are most welcome for overnight and/or short stays. The maximum period allowed for visitors to stay is 12 weeks in any 12-month period. This is the total period, regardless of how many different visitors you have.
- (b) A maximum of two visitors is allowed at any one time. If there are extenuating circumstances, you may request to the Park Owner they consider an extended stay for a Home Owners visitor/s. Requests must be submitted by the Home Owners in writing to the Resort Caretakers, and written approval must be obtained prior to the extended stay of the visitor/s. Approval is not guaranteed, and if provided will result in an additional fortnightly fee as set out in Schedule 2 - Summary key terms.
- (c) Home Owners may not take in boarders or charge someone a fee to reside in the home.



THE BEST IN OVER-50s LIVING. THIS IS YOUR TIME.



- (d) Home Owners must ensure visitors are made aware of the Resort Rules and Spirit of Community Guidelines and that they observe them at all times.
- (e) The Park Owner reserves the right to prohibit or restrict visitors from using the Resort facilities if there are reasonable grounds to do so.

