

# Manufactured homes Form 16



## Residential Park Comparison Document

Manufactured Homes (Residential Parks) Act 2003

This form is effective from 20 February 2025

### Important

#### About this document

The Residential Park Comparison Document assists prospective manufactured home owners compare residential parks by providing general information about a park and their facilities and services, including the costs of moving into, living in and leaving the residential park. It is not intended to provide information about individual manufactured homes within a park. It doesn't form advice or guidance, and any prospective home owner is encouraged to seek independent financial and legal advice.

#### Key things to know about residential parks

Manufactured homes in residential parks are a form of housing where manufactured home owners own their dwelling and position them on sites in a residential park owned by a park owner. Home owners enter into a site agreement with the park owner for the use of the land and communal facilities, services and amenities and pay the park owner site rent.

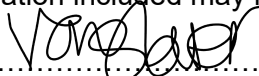
Buying a manufactured home is a significant commitment, and when you enter into a site agreement you are agreeing to continue paying site rent for as long as you own the home, or until you remove the home from the site in the park.

In a residential park, **site rents can increase at regular intervals based on the terms of your site agreement** and subject to legislation on site rent increases in the *Manufactured Homes (Residential Parks) Act 2003*.

**You should carefully consider whether you can afford the ongoing expenses of living in the residential park, and how this will increase over time. You are strongly encouraged to seek independent financial and legal advice from an experienced Queensland lawyer about your rights, options and obligations as a manufactured home owner before buying a manufactured home in a residential park and entering into a site agreement.**

For more information about residential parks and the *Manufactured Homes (Residential Parks) Act 2003*, please see <https://www.qld.gov.au/housing/buying-owning-home/housing-options-in-retirement/manufactured-homes/about-manufactured-homes>.

The information in this Residential Park Comparison Document is correct as at ..... **[insert date]**. Some of the information included may not apply to existing site agreements.

Park owner signature .....  ..... Date .....

### Residential park details

Park name .....

Phone .....

Park address .....

Suburb ..... State ..... Postcode .....

Website..... Number of current manufactured home sites .....

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

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

Development status:  Completed  Under development (see section 16 for details)

Re-development planned in the next 5 years:  Yes  No (see section 16 for details)

Year Residential Park began operating.....

## Part 1 – Site rent and other costs

### 1 Site rent for new site agreements

\*(GST exclusive)

Declaration of what site rent will be for new home owners.

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

.....

This applies to site agreements entered from ..... DD/MM/YYYY)

How often is site rent due:

Weekly  Fortnightly  Monthly  Other (specify) .....

### 2 Site rent increases

The proposed basis for how site rent can be increased under a site agreement for the site.

How does site rent increase for new home owners in the residential park?

#### Basis

.....

.....

**General increase day**..... (DD/MM/YYYY)

A general increase day is the day that site rent increases for all sites using a particular basis. A general site rent increase for a site cannot occur more than once a year.

#### Frequency

Annual  Other (specify) .....

**Additional information** (specify any additional basis, increase day and frequency below)

.....

.....

.....

Note: general site rent increases are limited to once per year using only a single basis at a time. However, some park owners may have multiple bases which apply in different years.

### 3 Mandatory costs or fees not included in site rent (GST inclusive)

Note: Does not include sales commissions where the park owner resells homes.

Are home owners in the park required to pay any additional costs or fees which are not included in site rent?

Yes (provide details below)  No

Total costs / fees: \$.....

Details of costs / fees and when payable: .....

.....

## Part 2 – Utilities and services

|                             |  |
|-----------------------------|--|
| <p><b>4 Electricity</b></p> | <p>Service Charge/s (individually measured and/or metered)</p> <p><input type="checkbox"/> Included in site rent    <input type="checkbox"/> Not included in Site Rent</p> <p><input type="checkbox"/> Other (specify) .....</p> <p>Usage Charge/s (individually measured and/or metered)</p> <p><input type="checkbox"/> Included in site rent    <input type="checkbox"/> Not included in Site Rent</p> <p><input type="checkbox"/> Other (specify) .....</p> <p>Does the park contain an embedded network for the supply of any electricity in the residential park?</p> <p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>For more information about embedded networks see:<br/> <a href="https://www.aer.gov.au/consumers/understanding-energy/embedded-networks-customers">https://www.aer.gov.au/consumers/understanding-energy/embedded-networks-customers</a></p> <p>Can solar panels be installed on manufactured homes?</p> <p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>Are there any known conditions/restrictions on the installation or use of solar panels in the residential park?</p> <p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>If yes, specify</p> <p>.....</p> <p>.....</p> |
| <p><b>5 Water</b></p>       | <p>Service Charge/s (individually measured and/or metered)</p> <p><input type="checkbox"/> Included in site rent    <input type="checkbox"/> Not included in Site Rent</p> <p><input type="checkbox"/> Other (specify) .....</p> <p>Usage Charge/s (individually measured and/or metered)</p> <p><input type="checkbox"/> Included in site rent    <input type="checkbox"/> Not included in Site Rent</p> <p><input type="checkbox"/> Other (specify) .....</p> <p>.....</p>   |



**11 Park Manager and staff**

Please provide details about the availability of park management.

**Is an on-site manager (or representative) available to home owners?**

Yes  No

Details of on-site availability:

.....  
.....

**Does the on-site manager live on-site or work on-site?**

Lives on-site  Works on-site  Not applicable

**Does the park have an after-hours emergency contact?**

Yes  No

**After-hours emergency contact details**

.....  
.....

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

Yes  No

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

.....  
.....  
.....  
.....  
.....

## Part 3 – Facilities and amenities

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

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

Activities, workshops or games room/s

Details.....  
.....

Cost:  Included in site rent       Additional fee (specify)

.....

Available to:  Home owners     Guests / Visitors     Public

BBQ area outdoors

Details.....  
.....

Cost:  Included in site rent       Additional fee (specify)

.....

Available to:  Home owners     Guests / Visitors     Public

Bowling green

Indoor     Outdoor

Details.....  
.....

Cost:  Included in site rent       Additional fee (specify)

.....

Available to:  Home owners     Guests / Visitors     Public

Club House

Details.....  
.....

Cost:  Included in site rent       Additional fee (specify)

.....

Available to:  Home owners     Guests / Visitors     Public

Communal open space

Details.....  
.....

Cost:  Included in site rent       Additional fee (specify)

Available to:  Home owners     Guests / Visitors     Public

Gym

Details.....  
.....

Cost:  Included in site rent       Additional fee (specify)

Available to:  Home owners     Guests / Visitors     Public

Library

Details.....  
.....

Cost:  Included in site rent       Additional fee (specify)

Available to:  Home owners     Guests / Visitors     Public

Restaurant / Cafe

Details.....  
.....

Cost:  Included in site rent       Additional fee (specify)

Available to:  Home owners     Guests / Visitors     Public

Shops

Details.....  
.....

Cost:  Included in site rent       Additional fee (specify)

Available to:  Home owners     Guests / Visitors     Public

Park bus or other park-supplied transport options

Details (conditions for use)

.....  
.....

Cost:  Included in site rent       Additional fee (specify)

.....

Frequency: .....

Available to:  Home owners    Guests / Visitors    Public

Swimming pool

Indoor    Outdoor    Heated    Not heated

Size: .....

Details.....

.....

Cost:  Included in site rent       Additional fee (specify)

.....

Available to:  Home owners    Guests / Visitors    Public

Tennis court / Pickleball

Details.....

.....

Cost:  Included in site rent       Additional fee (specify)

.....

Available to:  Home owners    Guests / Visitors    Public

Changing rooms and showers at sports facilities

Details.....

.....

Kitchens in communal facilities

Details.....

.....

Cost:  Included in site rent       Additional fee (specify)

.....

Available to:  Home owners    Guests / Visitors    Public

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

.....

.....

.....

.....

.....

.....

.....

**13 Parking**

Please provide details of parking available to home owners and their guests.

Do home owners have personal parking space/s on their site?

Yes    No    Varies by site

Are there any restrictions on home owners parking on or adjacent to their site (e.g. on their driveway)? If so, please provide details:

.....

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

Yes    No

If yes, specify number of spaces and any conditions

.....

Is there additional parking available for visitor use?

Yes    No

If yes, specify number of spaces .....

Is there parking available for large vehicles such as trailers, motorhomes, caravans, boats or other recreational vehicles?

Yes    No

If yes, specify number of spaces and any conditions

.....

.....

Are there any fees in addition to site rent applicable to the use of parking spaces for large vehicles such as trailers, motorhomes, caravans, boats or other recreational vehicles?

Yes    No

If yes, provide details

.....

.....



## Part 4 – Miscellaneous

|  |   |
|--|---|
| <p><b>16 Other dwellings</b></p>   | <p>Does the park contain dwellings other than manufactured homes (i.e., is a mixed-use park)?</p> <p><input type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>If yes, provide details, for example caravans, holiday rental cabins, residential premises (including manufactured homes) under residential tenancy agreements)</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>  |
| <p><b>17 Development</b></p> <p>Indications of future plans may be subject to change. For more information contact the park owner.</p> | <p>Has development of the park been completed?</p> <p><input type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>If no, provide details of how many sites, including manufactured home sites and other dwellings will be available when planned development is completed and the anticipated date for completion?</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>If no, provide details of any services, amenities or facilities that will become available when development is complete, including when these will be available</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> |
| <p><b>18 Home owners committee</b></p>   | <p>Does the park have a home owners' committee?</p> <p><input type="checkbox"/> Yes   <input type="checkbox"/> No</p>   |
| <p><b>19 Letting the home</b></p>  | <p>Do site agreements in the residential park permit home owners to let their home to another person?</p> <p><input type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>If yes, detail any restriction on letting:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>   |





## Part 6 – Park details and operations

### 24 Park owner details

**Individual owner/s**

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

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

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

**Corporate owner**

Full company / corporation name

.....

Australian Company Number (ACN) .....

Australian Business Number (ABN) .....

Business address

.....

.....

Suburb ..... State ..... Post code .....

Phone number .....

Email address .....

### 25 Park contact

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

Contact name.....

Park phone.....

Park email.....

## Further Information

If you would like more information, contact the Department of Housing and Public Works on 13 QGOV (13 74 68) or visit our website at [www.hpw.qld.gov.au](http://www.hpw.qld.gov.au)

### **Regulatory Services (Department of Housing and Public Works)**

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

Department of Housing and Public Works  
GPO Box 690, Brisbane, QLD 4001  
Phone: 07 3013 2666  
Email: [regulatoryservices@housing.qld.gov.au](mailto:regulatoryservices@housing.qld.gov.au)  
Website: [www.housing.qld.gov.au/housing](http://www.housing.qld.gov.au/housing)

### **Queensland Retirement Village and Park Advice Service (QRVPAS)**

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

Caxton Legal Centre Inc  
Level 23, 179 Turbot Street  
Brisbane Qld 4000  
Phone: 07 3214 6333  
Email: [qrvpas@caxton.org.au](mailto:qrvpas@caxton.org.au)  
Website: [www.caxton.org.au](http://www.caxton.org.au)

### **The Queensland Manufactured Home Owners Association Inc (QMHOA)**

Is a peak body representing owners of manufactured homes in Queensland. They provide information and assistance to home owners and prospective home owners in relation to their rights and responsibilities under the *Manufactured Homes (Residential Parks) Act 2003*.

Phone: 07 3040 2344  
Website: [www.qmhoa.org.au](http://www.qmhoa.org.au)

### **Seniors Legal and Support Service**

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

Caxton Legal Centre Inc  
Level 23, 179 Turbot Street  
Brisbane Qld 4000  
Phone: 07 3214 6333  
Email: [slas@caxton.org.au](mailto:slas@caxton.org.au)  
Website: [www.caxton.org.au/sails\\_slas](http://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](mailto:enquiries@qcat.qld.gov.au)  
Website: [www.qcat.qld.gov.au](http://www.qcat.qld.gov.au)

### **Queensland Law Society**

Find a solicitor  
Law Society House  
  
179 Ann Street, Brisbane, QLD 4000  
Phone: 1300 367 757  
Email: [info@qls.com.au](mailto:info@qls.com.au)  
Website: [www.qls.com.au](http://www.qls.com.au)

### **Department of Justice and Attorney-General**

Dispute Resolution Centres provide a free, confidential and impartial mediation service to the community.

Phone: 07 3006 2518  
Toll free: 1800 017 288  
Website: [www.justice.qld.gov.au](http://www.justice.qld.gov.au)

## **ATTACHMENT A SOLAR**

As the park has an embedded network any additional solar must be approved by the Distributed Network Service Provider (DNSP) and park management. If the total embedded network has self-generated electricity (such as solar) above 30Kva all additional self-generated electricity will need to comply with the connection standards (Energy Queensland's STNW1174) Part of this is where a company with a staff member (or a subcontractor) that is part of the Register of Professional Engineers Queensland (RPEQ) submits a design certification report to the DNSP, this is done by the company that sells to equipment to the home owner not the park owner. (Part of this document describes the hardware to be used (Inverter type and panel type) methodology of control of power production and export (where applicable) and maintenance and control of predetermined power quality parameters. (This includes voltage rise, over and under voltage, over and under frequency among other settings.)

The DNSP only allows for 1 enquiry at a time. The park owner or another home owner may already have an open enquiry with the DNSP that must be finalised before a home owner can start another enquiry / application with the DNSP.

The home owner may find that the costs associated with this process outweigh the benefit from adding solar as an individual and this process may be more beneficial if multiple home owners preform this at the same time to distribute the required costs by the DNSP between multiple home owners.

The Park Owner also requests the home owner to fill in the Alteration and Addition request form as per the site agreement. (An extract is below)

### **4.4 Alterations with consent**

- (a) The home owner must not carry out any alterations, improvements or additions of any kind, to:
  - (i) the manufactured home that are visible from outside of the manufactured home; or
  - (ii) the site or any improvements or services on the site,without:
  - (iii) the park owner's prior written consent; and
  - (iv) the approval (where necessary) of any relevant Authority.
- (b) The park owner must not unreasonably refuse to give its consent to a request made by the home owner under special term 4.4(a).
- (c) Any pre-existing alterations to the manufactured home, any improvements on the site or any pre-existing alterations to the site visible from outside the manufactured home generally are deemed unapproved unless written approval from the park owner (or its predecessor) and (if required) the relevant Authority can be produced.

## 4.5 **Solar Systems**

If:

- (a) the park owner gives its consent to a request made by the home owner under special term 4.4(a) to install an electricity generation and/or storage system on the manufactured home or the site (**Solar System**); or
- (b) a Solar System is already installed on the manufactured home or the site,

the home owner acknowledges and agrees:

- (c) the home owner:
  - (i) is responsible for all costs associated with the installation, connection, use, maintenance and repair of the Solar System;
  - (ii) installs and uses the Solar System at the home owner's risk; and
  - (iii) releases the park owner and its Agents from all Claims arising out of or in connection with the installation and use of the Solar System, except to the extent the Claim is caused or contributed to by the negligence or default of the park owner or its Agents; and
- (d) the park owner is not liable for (or required to arrange) any payment or credit to be allowed to the home owner for any excess power the Solar System may generate.

## ATTACHMENT B PETS

### Park Rules

- 7      **Pets**
- (a) Home Owners must not without the prior written consent of Management:
    - (i) Bring to, or keep within, the Resort any pet; or
    - (ii) Permit an invitee to bring or keep a pet within the Resort (guide dogs excluded).
  - (b) If a Home Owner wishes to keep a pet they must make a written application to Management in the form required by Management from time to time.
  - (c) The Home Owner must provide sufficient details including but not limited to the type of pet, breed, age and weight to Management as and when requested.
  - (d) Management may refuse any application at their discretion.
  - (e) If approval is granted to keep a pet such approval will contain such reasonable terms and conditions as Management determine from time to time.
  - (f) No pet is permitted to roam freely and must be properly controlled and looked after at all times unless in a designated off-leash area.
  - (g) All cats and dogs must be spayed or neutered, be microchipped and comply with local council requirements including registration.
  - (h) Dogs must be walked on their leash at all times within the Resort and all animal droppings must be picked up and placed in appropriate waste bins.
  - (i) Pets are not permitted in or around the communal facilities which are identified as being 'no pets allowed', such as swimming pools and bowling greens.
  - (j) Pets must not:
    - (i) interfere with the peaceful enjoyment of any person within the Resort;
    - (ii) cause a nuisance by excessive noise or other disruptive behaviour; or
    - (iii) exhibit any aggressive or dangerous behaviour towards any person or other pet within the Resort.
  - (k) Management reserves the right to give a Home Owner 30 days' notice in writing to remove the pet where the terms and conditions attaching to any approval are breached.

### Site Agreement Special Terms

### **3.9 Pets**

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

# ATTACHMENT C

## Residential Park Rules

*Manufactured Homes (Residential Parks) Act 2003*

The following rules are made in relation to Thyme Lifestyle Resort Bundaberg Springs, 4 River Springs Drive, Avoca QLD 4670 ("Resort") and are to be adhered to by all Home Owners, guests and or visitors.

### **1 Use of Communal Facilities**

- (a) The communal facilities including the club house, entertainment areas, gymnasium, swimming pools, club house and barbeque areas are for use by all Home Owners and Visitors however such access may be limited by Management from time to time at Management's discretion.
- (b) Home Owners acknowledge that use of the communal facilities is non-exclusive and facilities such as kitchen areas are not to be used by residents on an ad-hoc basis.
- (c) Home Owners acknowledge that areas of the communal facilities such as offices and data rooms are for the exclusive use of Management and access to Home Owners will not be permitted at any time.
- (d) Home Owners acknowledge that before using certain communal facilities such as the golf course and bowling green they must enter into a membership agreement with Management outlining additional rules and safety requirements prior to using these facilities.
- (e) Management reserve the right to book out any communal facility including the golf course and bowling green for events or maintenance at any time. The golf course may be booked out by Management for events for the entire day no more than 2 times per month.
- (f) Home Owners and Visitors must leave the communal facilities in a neat and tidy condition after use.
- (g) Visitors must always be accompanied by their host Home Owner when using any communal facility.
- (h) Any signs containing rules and operating times displayed from time to time must be adhered to. Management reserve the right to vary the opening and closing times of any communal facility as required.
- (i) Smoking is not permitted in any communal facility unless signposted and marked as a smoking area. Government regulations regarding smoking must be adhered to at all times when using the communal facilities and cigarette butts must be placed in the appropriate receptacles provided.
- (j) Billiards tables are not to be used by any person under the age of 16.

- (k) No alcohol is to be consumed on roadways, pathways, nature strips or within the pool areas unless in a designated zone marked as being an alcohol allowed area.
- (l) No skating, rollerblading, skateboarding, Segway, hoverboard, standing scooters or alike within the communal areas and roadways and pathways at any time.
- (m) No ball games are to be played within the communal facilities and roadways and pathways at any time unless approved by Management.
- (n) When using any communal facility such as the golf course, bowling green or any other indoor facility Home Owners and visitors must be appropriately dressed in neat casual dress including appropriate footwear where required.

## **2 Golf Course**

- (a) Home Owners are only permitted to play golf during the session times provided by Management from time to time and must enter into a membership agreement with Management prior to use.
- (b) The Park Owner reserves the right to charge Home Owners and Visitors a fee for playing rounds of golf.
- (c) Home Owners are only permitted to make use of any pathways or walkways on the golf course strictly outside of designated golf session times and must keep off the green at all times.
- (d) Home Owners acknowledge that any use of the golf course is at their own risk.

## **3 Behaviour within the Resort**

- (a) Home Owners must not do any act or thing or permit any visitor to do any thing which may interfere with other Home Owners quiet enjoyment of their site and the Resort whether caused by noise, odours, vibrations or anything that may otherwise cause a nuisance.
- (b) Any person using the communal facilities must not use inappropriate behaviour or behave in a manner which is likely to cause offense or embarrassment to any other person.
- (c) The sounding of horns or boisterous behaviour will not be tolerated at any time.
- (d) Substantial parties or gatherings (other than functions organised by the Resort social club) must not be held without the prior written consent of Management.
- (e) Home Owners must keep noise to a minimum after 10.00pm and not use or permit any radio or television to cause excessive noise so that it may be heard by neighbouring site owners at any time.
- (f) Home Owners must not litter.
- (g) Home Owners must not hang, display or drape any washing, towels or any other material so that it is visible from the front of their home.
- (h) Any motorised vehicle including seated scooters, golf carts or alike must be insured and registered unless it is exempt from the requirements of registration by law.

- (i) Home Owners are not permitted to use drones within the Resort.

#### **4 Appearance of Homes**

- (a) Home Owners must keep their home and site clean and tidy including maintaining rear and side lawns & gardens.
- (b) Home Owners must not permit any signs or notices to be displayed within their home, excluding any festive decorations and flags as permitted by Management from time to time.
- (c) Home Owners must not install any fixtures or fittings to their home such as awnings, shades, antennas, satellites, retaining walls, fencing or other external structures without the prior written consent of Management.
- (d) Home Owners must not install any fencing without the prior written consent of Management.

#### **5 Roadways and Parking of Motor Vehicles**

- (a) In the interests of safety the speed limit throughout the Resort is 10 kilometres per hour.
- (b) Designated paths and roads are to be used at all times when walking around the Resort.
- (c) For safety reasons, learner drivers are not permitted to drive within the park.
- (d) Overnight visitors must park their motor vehicle in the visitors parking bays and not outside Home Owners homes.
- (e) Day visitors may park their motor vehicle (maximum 2) on the driveway of the Home Owners they are visiting providing, the vehicle can fit on the driveway and not protrude to the road.
- (f) Major repairs and modifications to motor vehicles are not to be carried out on the roadways, driveways or within communal facilities.
- (g) Oversized vehicles, caravans, motor homes, boats, trailers and bikes must not be parked on roadways or within visitor spaces, and must not be parked or driven on grassed areas or walking tracks.
- (h) Home Owners may request to store their caravans, boats, trailers, and tinnies in a designated storage area in the Resort (Storage Area) with the written consent of Management.
- (i) If Management agree to allocate a Storage Area to a Home Owner the Home Owner must enter into the relevant Storage Area Licence Agreement prior to being granted any access to the Storage Area.
- (j) If a Home Owner is not allocated a Storage Area the Home Owner must store their caravan, boat, trailer or tinnie either within their enclosed garage or make alternative arrangements to store it.

- (k) Home Owners acknowledge that a licence fee will be payable for use of any Storage Area.
- (l) Home Owners are not permitted to live or allow any other person to live in any caravan or motor home stored within the Resort.

## **6 Disposal of Refuse**

- (a) Garbage bins must not be placed in front of sites or visible from the street except when placed out for refuse collection on the nominated day.
- (b) Garbage bins must be washed out regularly.

## **7 Pets**

- (a) Home Owners must not without the prior written consent of Management:
  - (i) Bring to, or keep within, the Resort any pet; or
  - (ii) Permit an invitee to bring or keep a pet within the Resort (guide dogs excluded).
- (b) If a Home Owner wishes to keep a pet they must make a written application to Management in the form required by Management from time to time.
- (c) The Home Owner must provide sufficient details including but not limited to the type of pet, breed, age and weight to Management as and when requested.
- (d) Management may refuse any application at their discretion.
- (e) If approval is granted to keep a pet such approval will contain such reasonable terms and conditions as Management determine from time to time.
- (f) No pet is permitted to roam freely and must be properly controlled and looked after at all times unless in a designated off-leash area.
- (g) All cats and dogs must be spayed or neutered, be microchipped and comply with local council requirements including registration.
- (h) Dogs must be walked on their leash at all times within the Resort and all animal droppings must be picked up and placed in appropriate waste bins.
- (i) Pets are not permitted in or around the communal facilities which are identified as being 'no pets allowed', such as swimming pools and bowling greens.
- (j) Pets must not:
  - (i) interfere with the peaceful enjoyment of any person within the Resort;
  - (ii) cause a nuisance by excessive noise or other disruptive behaviour; or
  - (iii) exhibit any aggressive or dangerous behaviour towards any person or other pet within the Resort.
- (k) Management reserves the right to give a Home Owner 30 days' notice in writing to remove the pet where the terms and conditions attaching to any approval are breached.

## **8 Visitors**

- (a) A maximum of two visitors and 2 dependent minor children are permitted for overnight stays or short stays for a maximum period of 8 weeks (cumulative total of all times of various stays including any approved stays in 8(b)) per year provided the Home Owner is present at the time of the stay. If a Home Owner wishes for a visitor to stay for longer they must obtain the prior written approval of Management which is at the manager's discretion and may be subject to additional site fees for the visitors.
- (b) Visitors are not permitted for unaccompanied overnight stays without the prior written consent of Management, any such consent will not be unreasonably withheld and will be subject to the following:
  - The unaccompanied visitors (maximum two) must meet all the normal requirements to live in Thyme Lifestyle Resort Bundaberg Springs Resort.
  - The unaccompanied visitors agree to abide to the Residential Park Rules and are required to pay for 'visitor' rate golf course green fees and caravan / RV storage if these facilities are used.
  - If an incident occurs the rights of the residents will always supersede the rights of the visitors
  - Any damage caused by the visitors/s to Thyme Lifestyle Resort Bundaberg Springs, Home Owners villa's, vehicles & contents is the responsibility of the Home owner/s.
- (c) Home Owners are not permitted to rent their homes to anyone on a temporary or permanent basis.
- (d) Visitors must obey and comply with these Park Rules.
- (e) Home owners must accompany their visitors in the Resort and when they use the communal facilities and ensure that children are adequately supervised at all times.
- (f) Home Owners are responsible for the safe use of communal facilities by their visitors and the activities and supervision of all children visiting their home.
- (g) Management reserves the right to demand a visitor leave the Resort if a visitor fails to comply with these rules.

## **9 Trees and shrubs**

- (a) Any tree, shrub or flower planted within the communal facilities must not be removed.
- (b) Home Owners must not plant any trees or shrubs or construct any structure that may cause any damage to the Resort in the future, nor cause neighbours views to be obstructed.

## **10 Emergencies**

- (a) In the event of an emergency please call 000.

- (b) Fire Hydrants and hoses must remain unobscured at all times.
- (c) Home Owners must maintain clear access ways around their homes for emergency services.
- (d) Home Owners must ensure they comply with all emergency evacuation procedures within the Resort.

## **11 Security**

- (a) Home Owners must report any acts of vandalism, theft or neglect of homes within the Resort to Management immediately.
- (b) CCTV may be active at the front gate of the Resort and any data recorded will be handled in accordance with our Privacy Policy.
- (c) The front gate of the Resort and communal facilities may be accessed with security cards. Home Owners will be provided with one security card per resident.
- (d) Any replacement security cards required can be obtained from Management will incur an administration fee.

## **12 Treatment of others**

All Home Owners and any member of staff or visitor within the Resort must be treated with respect and courtesy at all times.

## **13 Rules**

These rules may be varied or new rules may be introduced by the Park Owner from time to time in accordance with s 78 of the *Manufactured Homes (Residential Parks) Act 2003*.