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.

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Park owner signature	ŀ,	/	Date

Residential park details

Park name Bayside Tingalpa	
Phone 2104 7316	
	State QLD Postcode 4173
Website https://hometownaustralia.com.au/qld/brisbane/bayside-tingalpa	Number of current manufactured home sites
Park contains: only manufacture	d homes □ multiple dwelling types (see section 15)
Total number of sites (including othe	r dwelling types) currently in park

Development status • Commisted □ Under development (see coation 10 for details)		
	s: 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. ²⁰⁰⁹	
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 \$480.00 to \$499.20 This applies to site agreements entered from .20/02/2025. 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 4% per annum (This is subject to the increase limitations of "the greater of CPT or 3:5%" under section 69B of the Act. 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) N/A
	Usage Charge/s (individually measured and/or metered)
	☐ Included in site rent ☐ Not included in Site Rent
	☐ Other (specify) N/A
	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
	The residential park is restricted by conditions set by the network distributor and government authorities regarding excess solar energy which may change from time to time.
5 Water	Service Charge/s (individually measured and/or metered)
	☐ Included in site rent ☐ Not included in Site Rent
	☐ Other (specify) N/A
	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) N/A
	Usage Charge/s
	☐ Included in site rent ☐ Not included in Site Rent
	☐ Other (specify) N/A
7 Gas	Service Charge/s (individually measured and/or metered)
	☐ Included in site rent ☐ Not included in Site Rent
	☐ Other (specify) N/A
	Usage Charge/s (individually measured and/or metered)
	☐ Included in site rent ☐ Not included in Site Rent
	☐ Other (specify) N/A
8 Telephone	☐ Included in site rent ☐ Available but not included in site rent
	☐ Not available ☐ Other (specify) Must be separately arranged
	with a third party by the home owner
9 Internet	☐ Included in site rent ☐ Available but not included in site rent
	☐ Not available ☐ Other (specify) Must be separately arranged
	with a third party by the home owner
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

11 Park Manager and staff	Is an on-site manager (or representative) available to home owners? ■ Yes □ No
	Details of on-site availability:
Please provide details about the availability of park management.	Monday - Friday 9:00am - 5:00pm
	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
	07. 2104. 7324
	Do any other staff work in the residential park? ■ Yes □ No
	If yes, provide details (e.g. First Aid Officer, Security, Grounds person etc).
	Grounds person

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 Community workshop ☐ Additional fee (specify) Cost: Included in site rent 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....Recreational bowling green Cost: ■ Included in site rent □ Additional fee (specify) Available to: Home owners Guests / Visitors Public Club House Details Open plan with kitchen, deck and amenities 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	
Available to. In home owners In Guests / Visitors In 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: Approx. 9m x 3.5m
Details.Inground
Cost: Included in site rent Additional fee (specify)
Available to: Home owners Guests / Visitors Dublic
☐ Tennis court / Pickleball
Details
Cost: Included in site rent Additional fee (specify)
Cost: Included in site rent Additional fee (specify)
()
Available to: Home owners Guests / Visitors Public
Available to:
Available to:
Available to: Home owners Guests / Visitors Public Changing rooms and showers at sports facilities Details. Clubhouse amenities
Available to:
Available to:
Available to:
Available to:

\square 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: Home owners must park vehicles within garage or car ports	
	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 N/A	
	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	
	Storage is subject to availability and wait list at the park owners discretion. \$30/m (Fees may vary based on size of vehicle and may change form time to time): Availability is not guaranteed.	
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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 emergency plan for the residential park.	■ Security cameras ■ Key fob/pin code operated Security gates
	☐ Emergency phones ■ Defibrillator(s)
Additional features listed at park owners	Provide details of any other notable security or safety features of the park?
discretion. This list may not be exhaustive.	
Please enquire with park owner for more	
details.	
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	Ramps
to assist home owners with mobility or other issues.	☐ Lifts
	Wheelchair-accessible toilets
Details are provided for comparative information only. Home	☐ Extra-wide doors
owners with specific accessibility	☐ Wheelchair-accessibility to Letterboxes
requirements should 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?
	Clubhouse

Part 4 – Miscell	aneous
16 Other dwellings	Does the park contain dwellings other than manufactured homes (i.e., is a mixed-use park)?
awomigo	☐ 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	Do site agreements in the residential park include any limitations or requirements on people temporarily staying in the residential park? (For example, house sitters, pet sitters or family members temporarily staying at the home)? Yes No If yes, detail any limitations or requirements? The park owner may consider temporary stays on application in writing by the home owner and must be two months in advance of the proposed stay. Temporary stays are conditional and may be approved at the park owner's discretion. If a temporary stay is approved, no persons under temporary stays are permitted to use common facilities without being accompanied by the home owner who originally made the application.
21 Insurance	Are the communal facilities and land in the residential park insured?
Please provide details about any insurance	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: Although the requirement of insuring the manufactured home is not mandatory, it is recommended.

Part 5 – Park Rules	
22 Pets	Are there any restrictions on pets in the park? ■ Yes □ No
	If yes, provide details: Home owners are restricted by local authority guidelines on the keeping
	of pets within the site. This includes the amount and size of the pet.
23 Park rules	Please provide a list of the park rules (may be provided as an attachment)
	See Attached

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
	Nestle Inn Brisbane Operations Pty Ltd
	Australian Company Number (ACN) .140 262 522
	Australian Business Number (ABN) 86 140 262 522
	Business address
	Suite 3, Level 9 28 Margaret St
	Suburb Sydney State NSW Post code 2000
	Phone number .02 9276 6000
	Email address info@hometownaustralia.com.au
25 Park contact	Contact name Community Manager - Dylan Minter
Please provide contact details for the residential park for information and enquiries if different from above.	Park phone 07 2104 7316
	Park email Bayside@hometownaustralia.com.au

Further Information

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

www.hpw.qld.gov.au

Regulatory Services (Department of Housing and Public Works)

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

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

Phone: 07 3013 2666

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

Queensland Retirement Village and Park Advice Service (QRVPAS)

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

Caxton Legal Centre Inc Level 23, 179 Turbot Street Brisbane Qld 4000 Phone: 07 3214 6333

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

The Queensland Manufactured Home Owners Association Inc (QMHOA)

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

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

Phone: 07 3040 2344 Website: www.qmhoa.org.au

Seniors Legal and Support Service

Provides free legal and support services for seniors concerned about elder abuse,

mistreatment or financial exploitation. Caxton Legal Centre Inc

Level 23, 179 Turbot Street

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

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

Queensland Civil and Administrative Tribunal (QCAT)

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

GPO Box 1639, Brisbane, QLD 4001

Phone: 1300 753 228

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

Queensland Law Society

Find a solicitor Law Society House

179 Ann Street, Brisbane, QLD 4000

Phone: 1300 367 757 Email: <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

BAYSIDE - TINGALPA

PARK RULES

1 Communal areas – general

- 1.1 Rubbish, waste, food scraps, clothes, bottles, cans or refuse of any kind must not be left in any area of the Village other than in the designated rubbish bins.
- 1.2 Homeowners must not dig holes or damage any vegetation or plants or trees in any of area of the Park.
- 1.3 Communal recreation areas may only be utilised between 7 am and 9 pm.
- 1.4 Homeowners are responsible for supervising their children and their behaviour, safety and conduct within the Park at all times.
- 1.5 Children under 10 years of age must be accompanied by an adult when in the communal and recreation areas.
- 1.6 Homeowners must not hang washing over the veranda rails of their Home. All washing must be dried on clothes lines and must not be visible to passers-by outside the Site or from the exterior of the Park.

2 Noise

- 2.1 Homeowners must keep noise to a minimum, especially between the hours of 9.00pm to 5:00 am and strictly obey all laws relating to noise.
- 2.2 Offensive, excessive, or undue noise of any kind (including but not limited to) loud music, screaming, yelling, offensive language, loud parties, excessively loud cars and car stereos, excessively loud motor vehicles or power tools, excessively loud televisions, live drums and music from a live amplified band or amplified DJ are not permitted in the Park at any time unless for events approved by the Park Owner.

3 Sporting and other recreational activities

- 3.1 If Homeowners or their visitors do ride any bicycles, scooters or other recreational device thing in the Park then they must ensure that they do so in a manner that does not endanger or is not likely to endanger any other person.
 - Homeowners must comply with:
 - (a) relevant laws and these rules at all times, including wearing a helmet.
 - (b) in particular, the 10 kilometre per hour speed limit in the Park.
- 3.2 All sporting activities must be confined to the communal areas designated on the Annexure to these rules as "Sporting Areas" (if any) on the Annexure to these rules.

A new way of living.

- 3.3 Homeowners must not participate in violent or dangerous recreational and sporting activities in the designated Sporting areas (including, but not limited to; boxing, wrestling, archery, martial arts, rugby league and rugby union).
- 3.4 Cricket balls, baseballs, golf balls, bowling balls, weapons and dangerous objects of any kind are not permitted to be used in the designated communal, sporting and recreational areas for safety reasons.
- 3.5 Recreational and communal sporting areas may only be used between 7 am and 9 pm.

4 Car parking and motor vehicles

- 4.1 The speed limit for all motor vehicles in the Park is 10 km p/h.
- 4.2 Homeowners are limited to parking one motor vehicle per Home on each Site, unless the Home has an approved double garage or carport, in which case a second vehicle may be parked:
 - (a) with a minimum clearance of 1 metre from where the driveway joins the road; and
 - (b) on the hard surface driveways of their Site.
- 4.3 Motor vehicles must be parked entirely on the Site of the Homeowner who owns them.
- 4.4 Homeowners may park one additional motor vehicle on their Site if:
 - (a) the written consent of the Park Owner is obtained; and
 - (b) all vehicles parked on the site are registered and can be legally driven on public roads.
- 4.5 Invitees of Homeowners must only park: -
 - (a) on the Site of the associated Homeowner; or
 - (b) in legally designated parking areas; or
 - (c) in designated visitor parking areas.
- 4.6 Heavy vehicles are not permitted in the Park without the permission of the Park Owner.
- 4.7 The roads of the Park are not to be used as a training ground for learner drivers. Drivers with L plates must only use roads in the Park to enter and exit directly to and from the Park.
- 4.8 Any motor vehicles may be towed away by the Park Owner:
 - (a) if the vehicle is parked in breach of the Rules.
 - (b) if the vehicle causes or is likely to cause an obstruction to communal areas, to the Park Owner, Homeowners or Other Parties;
 - (c) the vehicle causes or is likely to cause an obstruction to emergency services; or
 - (d) the vehicle is unregistered.
 - Homeowners will be liable for any costs associated with towing any car.
- 4.9 Homeowners must not keep boats, caravans, trailers, vans or campervans in the Park without the prior written consent of the Park Owner.
- 4.10 Motor vehicles may only be washed on a Homeowner's Site or in any designated wash bay area. Vehicles, caravans, boats, and the like must not be washed on common roads or visitors parking areas.
- 4.11 Mechanical repairs or maintenance of vehicles must not be carried out on the Site or Park.

5 Disposal of refuse and hazardous substances

- 5.1 Homeowners must:
 - (a) put out their garbage and recycling bins for collection in the designated areas on the days prescribed by the local area authority.
 - (b) collect bins immediately after they have been emptied or as soon as is practicable.
- 5.2 If multiple bin types are used, rubbish must be put in the appropriate bin and left on the site by the edge of the road on the designated collection day.
- 5.3 Homeowners must:
 - (a) ensure that all general refuse (other than recycling or green waste) is wrapped and tied in a plastic bag or garbage bag.
 - (b) not overfill bins so that they can no longer close.
 - (c) dispose of all cleaning water, used cleaning agents, detergents and other liquid waste through such of the drains, pipes, or utilities or other receptacles as the Park Owner may require;
 - (d) make alternative arrangements (at the Homeowner's cost) to dispose of any and all refuse that does not fit in the rubbish bins provided.
 - (e) not bring any Hazardous Substance on to the Park or dispose of any Hazardous Substance within the Park.

6 Pets

- 6.1 If pets are allowed under the Site Agreement, then the following conditions apply: -
 - (a) Other than if being walked, they must be kept inside Homes or inside secure and fenced boundaries of the owner's Site at all times.
 - (b) If being walked, they must be leashed or contained when they are in the Park and outside of the Home.
 - (c) They must be Registered with Local authorities and vaccinated against all normal diseases particular to the pet, including, but not limited to distemper, hepatitis, parvovirus and rabies by a qualified vet and a certificate to that effect must be provided to the Park Owner.
 - (d) Homeowner pet owners must remove all of the litter deposited by their pet within:
 - (i) their Site or Home.
 - (ii) the Park; and
 - (iii) 100 metres of the Park.
 - (e) Any pet litter must be tied in plastic and disposed of in the appropriate way and placed in the appropriate rubbish bin.
- 6.2 Consent for a pet may be withdrawn by the Park Owner for any reasonable reason, including where a pet:
 - (a) becomes a danger to or attacks anyone or anything.
 - (b) becomes fierce, ferocious, disruptive, aggressive, destructive, violent or savage in its behaviour.
 - (c) becomes a nuisance to other Homeowners in the park due to its behaviour; and
 - (d) becomes a nuisance because its owner does not clean up its litter in or near the Park.