Manufactured homes Form 16

Residential Park Comparison Document

Queensland Government

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 <u>https://www.qld.gov.au/housing/buying-owning-home/housing-options-in-</u>retirement/manufactured-homes/about-manufactured-homes.

The information in this Residential Park Comparison Document is correct as at 20/02/2025 [insert date]. Some of the information included may not apply to existing site agreements.

Residential park details

Park name Ironbark Aspley Phone 07 2104 4250

Park address 763 Zillmere Road

Subur	b	Aspley	 	 	State	QL	.D	Postco	de	4
		https://hometownaustralia.com.au/qld/brisbane/ironbark-aspley						•.	126	

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

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

Total number of sites (including other dwelling types) currently in park <u>126</u>

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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.2012

Part 1 – Site rei	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 ilmitations of "the greater of CP1 or 3:5%" under section 69 of the Act. General increase day
3 Mandatory costs or fees <u>not</u> included in site rent (GST inclusive) Note: Does not include sales commissions where the park owner resells homes.	Are home owners in the park required to pay any additional costs or fees which are not included in site rent? Yes (provide details below) No Total costs / fees: \$ Details of costs / fees and when payable:

Part 2 – Utilities and services				
4 Electricity Service Charge/s (individually measured and/or metered)				
	Included in site rent INOT Included in Site Rent			
	□ Other (specify) N/A			
	Usage Charge/s (individually measured and/or metered)			
	Included in site rent INOT 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			
	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 INOT Included in Site Rent			
	□ Other (specify)			
	Usage Charge/s (individually measured and/or metered)			
	Included in site rent INOT Included in Site Rent			
	□ Other (specify) N/A			

Service Charge/s
Included in site rent INOT Included in Site Rent
□ Other (specify) N/A
Usage Charge/s
Included in site rent INOT Included in Site Rent
□ Other (specify)
Service Charge/s (individually measured and/or metered)
\Box Included in site rent \Box 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)
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
☐ 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
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?
	I Yes I No
	After-hours emergency contact details
	07.2104.4250
	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; Games Room
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. 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
Shops
Details
Cost: Included in site rent Additional fee (specify)
Available to:

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 3m & Approx 10m Part Kidney
Details. Inground x 2
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. Clubhouse amenities
Kitchens in communal facilities
Details. Clubhouse kitchen
Cost: Included in site rent Additional fee (specify)
Available to: 📕 Home owners 🛛 Guests / Visitors 🖾 Public

□ Other facilities a	and amenities (specify below, including availability and cost)
13 Parking Please provide details	Do home owners have personal parking space/s on their site?
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?
	I Yes 🗌 No
	If yes, specify number of spaces ^{9 Clubhouse; 17 Internal; 5 External}
	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 N/A

14 Security and safety	Does the residential park have any of the following security and safety features?
Note: Park Owners are required to maintain	Security cameras Key fob/pin code operated Security gates
and implement an emergency plan for the residential park.	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.	U Wheelchair-accessibility to Residential Park Office
	What parts of the park have these features?
	Clubhouse

Part 4 – Miscellaneous				
16 Other dwellings	Does the park contain dwellings other than manufactured homes (i.e., is a mixed-use park)?			
	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	I 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			
	Does the park have a home owners' committee?			
18 Home owners committee	Yes INO			
19 Letting the	Do site agreements in the residential park permit home owners to let their home to another person?			
home	🗆 Yes 🔳 No			
	If yes, detail any restriction on letting:			

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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 parkowner'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?
22 F 813	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 Australian Company Number (ACN) Australian Business Number (ABN) Business address 	
25 Park contact Please provide contact details for the residential park for information and enquiries if different from above.	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 Contact name Community Manager - Suzanne Cooper Park phone 07 2104 4250 Park email Ironbark@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 <i>the Manufactured Homes (Residential Parks) Act 2003.</i> This includes investigating breaches of the Act.
	Department of Housing and Public Works GPO Box 690, Brisbane, QLD 4001 Phone: 07 3013 2666 Email: <u>regulatoryservices@housing.qld.gov.au</u>
<u></u>	Website: <u>www.housing.qld.gov.au/housing</u>
	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: <u>grvpas@caxton.org.au</u> Website: <u>www.caxton.org.au</u>
	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 <i>Manufactured Homes (Residential</i> <i>Parks) Act 2003.</i> 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: <u>slass@caxton.org.au</u> Website: <u>www.caxton.org.au/sails_slass</u>
	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: <u>enquiries@qcat.qld.gov.au</u> Website: <u>www.qcat.qld.gov.au</u>
	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: <u>www.justice.qld.gov.au</u>



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IRONBARK - ASPLEY 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 Park other than in the designated rubbish bins.
- 1.2 Home Owners 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 Home Owners are responsible for supervising their children/grandchildren and their behavior, safety and conduct within the Park at all times.
- 1.5 Children under 12 years of age must be accompanied by an adult when in the communal and recreation areas.

2 Communal facilities - toilets

2.1 Home Owners may use the community facilities which must be left clean and tidy and in an orderly manner after use

3 Noise

- 3.1 Home Owners 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.
- 3.2 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.

4 Sporting and other recreational activities

- 4.1 If Home Owners 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. Home Owners must comply with:
 - (a) relevant laws and these rules and regulations at all times, including wearing a helmet; and
 (b) in particular, the 10 kilometer per hour speed limit in the Park.
- 4.2 Home Owners 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).
- 4.3 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.
- 4.4 Recreational and communal sporting areas may only be used between 7 am and 9 pm.

5 Car parking and motor vehicles

- 5.1 The speed limit for all motor vehicles in the Park is 10 km p/h.
- 5.2 Home Owners 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.
- 5.3 Motor vehicles must be parked entirely on the Site of the Home Owner who owns them.
- 5.4 Home Owners may park one additional motor vehicle on their Site if:
 - (a) the written consent of the Park Owner is obtained; and



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- (b) all vehicles parked on the site are registered and can be legally driven on public roads.
- 5.5 Invitees of Home Owners must only park:-
 - (a) on the Site of the associated Home Owner; or
 - (b) in legally designated parking areas; or
 - (c) in designated visitor parking areas.
- 5.6 Heavy vehicles are not permitted in the Park without the permission of the Park Owner.
- 5.7 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.
- 5.8 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, Home Owners or Other Parties;
 - (c) the vehicle causes or is likely to cause an obstruction to emergency services; or
 - (d) the vehicle is unregistered.

Home Owners will be liable for any costs associated with towing any car.

- 5.9 Home Owners must not keep boats, caravans, trailers, vans or campervans in the Park without the prior written consent of the Park Owner.
- 5.10 Motor vehicles may only be washed on a Home Owner'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.
- 5.11 Mechanical repairs or maintenance of vehicles must not be carried out on the Site or Park.

6 Disposal of refuse and hazardous substances

- 6.1 Home Owners 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.
- 6.2 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.
- 6.3 Home Owners 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.
 - 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 Home Owner'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.

7 Pets

7.1 If pets are allowed under the Site Agreement, then the following conditions apply:-

Small dogs are welcome but must be under 8kg in weight and 30cm at shoulder when fully grown and standing.

Cats are to be "indoor pets" and are to be fitter with a bell to alert wildlife.

- (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.



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- (c) They must be 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) Home Owner 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.
- 7.2 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 behavior;
 - (c) becomes a nuisance to other Home Owners in the park due to its behavior; and
 - (d) becomes a nuisance because its owner does not clean up its litter in or near the Park.