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.

| Park owner signature | ./. | 191- | Date |
|----------------------|-----|------|------|
| | | | |

Residential park details

| Park name Maroochy Shores Maroochydore | | |
|---|---------------------------|-----------------|
| Phone 2102 4811 | | |
| Park address 319 Bradman Avenue | | |
| Suburb Maroochydore | State QLD | Postcode 4558 |
| Website | urrent manufactured ho | me sites |
| Park contains: ■ only manufactured homes □ m | nultiple dwelling types (| see section 15) |
| Total number of sites (including other dwelling typ | es) currently in park | 39 |

| Development statu | s: ■ Completed □ Under development (see section 16 for details) | |
|--|--|--|
| - | anned in the next 5 years: ☐ Yes ■No (see section 16 for details) | |
| Year Residential P | ark began operating.2013 | |
| 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 \$462.28 to \$480.77 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 CPI or 3:5%" under section 69B of the Act. General increase day | |
| | 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) | 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 | |
| Note: Does not include sales commissions where the park owner resells homes. | Total costs / fees: \$ Details of costs / fees and when payable: | |

| 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 |
| 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 |
| | 0491.676.299 |
| | |
| | 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; craft room ☐ 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 Cost: Included in site rent Additional fee (specify) Available to: Home owners Guests / Visitors Public Club House Details Open plan with kitchen, and amenities Cost: Included in site rent ☐ Additional fee (specify) Available to: Home owners Guests / Visitors Depublic

| ☐ 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 Dublic |
| ■ Swimming pool |
| ☐Indoor ■ Outdoor ☐ Heated ☐ Not heated |
| Size: Approx: 11m x 13m Resort Style |
| 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) |
| |
| 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) |
| |

| ☐ Other facilities a | 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 feed in addition to site rent applicable to the use of parking |
| | 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. |

| 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 |
| | Maroochy Palms Operations Pty Limited |
| | Australian Company Number (ACN) 166 887 225 |
| | Australian Business Number (ABN) 59 166 887 225 |
| | 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 - Tamara Jackson |
| Please provide contact details for the residential park for information and enquiries if different from above. | Park phone 07 2102 4811 |
| | Park email.MaroochyShores@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

COMMUNITIES

MAROOCHY SHORES

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 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.

2 Communal facilities - pool, barbeques & toilets

- 2.1 Only Home Owners may use the communal facilities, visitors must be accompanied by resident.
- 2.2 Facilities must be left in a clean, tidy and orderly manner after use.

3 Laundry

3.1 Home Owners 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.

4 Noise

- 4.1 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.
- 4.2 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.

5 Sporting and other recreational activities

COMMUNITIES

- 5.1 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.
- 5.2 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).
- 5.3 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.
- 5.4 Recreational and communal sporting areas may only be used between 7 am and 9 pm.

6 Car parking and motor vehicles

- 6.1 The speed limit for all motor vehicles in the Park is 5 km p/h.
- 6.2 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.
- 6.3 Motor vehicles must be parked entirely on the Site of the Home Owner who owns them.
- 6.4 Home Owners 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.
- 6.5 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.
- 6.6 Heavy vehicles are not permitted in the Park without the permission of the Park Owner.
- 6.7 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.
- 6.8 Any motor vehicles may be towed away by the Park Owner:
 - (a) if the vehicle is parked in breach of the Rules;

COMMUNITIES

- (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.
- 6.9 Home Owners must not keep boats, caravans, trailers, vans or campervans in the Park without the prior written consent of the Park Owner.
- 6.10 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.
- 6.11 Mechanical repairs or maintenance of vehicles must not be carried out on the Site or Park.

7 Disposal of refuse and hazardous substances

- 7.1 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.
- 7.2 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.
- 7.3 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.
 - (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 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.

8 Pets

8.0 Pets are permitted by written consent only. One small dog only per home.

COMMUNITIES

- 8.1 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 Home Owners 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,