

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 23/05/2025 *[insert date]*. Some of the information included may not apply to existing site agreements.

Park owner signature *[Signature]* Date 23/05/2025

Residential park details

Park name Latitude 25 Hervey Bay

Phone 0476 476 002

Park address 1 Latitude Blvd

Suburb Nikenbah State QLD Postcode 4655

Website visitlatitude25.com.au Number of current manufactured home sites 284

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

Total number of sites (including other dwelling types) currently in park 284

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 2017

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

\$512.24 - \$620.00

This applies to site agreements entered from 23/05/2025 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

Current site rent increased by the greater of the following percentages - (a) CPI

increase (June quarter); (b) 3.5%

General increase day 1/11/2025 (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: \$ Unknown

Details of costs / fees and when payable:

Utilities including but not limited to water, sewerage / waste water insurance on manufactured home.

Part 2 – Utilities and services

4 Electricity

Service Charge/s (individually measured and/or metered)

☐ Included in site rent ☒ Not included in Site Rent

☐ Other (specify)

Usage Charge/s (individually measured and/or metered)

☐ Included in site rent ☒ Not included in Site Rent

☐ Other (specify)

Does the park contain an embedded network for the supply of any electricity in the residential park?

☒ Yes ☐ No

For more information about embedded networks see:

<https://www.aer.gov.au/consumers/understanding-energy/embedded-networks-customers>

Can solar panels be installed on manufactured homes?

☒ Yes ☐ No

Are there any known conditions/restrictions on the installation or use of solar panels in the residential park?

☒ Yes ☐ No

If yes, specify

See Attachment A

.....

5 Water

Service Charge/s (individually measured and/or metered)

☐ Included in site rent ☒ Not included in Site Rent

☐ Other (specify)

Usage Charge/s (individually measured and/or metered)

☐ Included in site rent ☒ Not included in Site Rent

☐ Other (specify)

.....

6 Sewage	<p>Service Charge/s</p> <p><input type="checkbox"/> Included in site rent <input checked="" type="checkbox"/> Not included in Site Rent</p> <p><input type="checkbox"/> Other (specify)</p> <p>Usage Charge/s</p> <p><input type="checkbox"/> Included in site rent <input checked="" type="checkbox"/> Not included in Site Rent</p> <p><input type="checkbox"/> Other (specify)</p>
7 Gas	<p>Service Charge/s (individually measured and/or metered)</p> <p><input type="checkbox"/> Included in site rent <input checked="" 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 checked="" type="checkbox"/> Not included in Site Rent</p> <p><input type="checkbox"/> Other (specify)</p>
8 Telephone	<p><input type="checkbox"/> Included in site rent <input type="checkbox"/> Available but not included in site rent</p> <p><input type="checkbox"/> Not available <input checked="" type="checkbox"/> Other (specify) Only available as VOIP</p> <p>.....</p>
9 Internet	<p><input type="checkbox"/> Included in site rent <input checked="" type="checkbox"/> Available but not included in site rent</p> <p><input type="checkbox"/> Not available <input type="checkbox"/> Other (specify)</p> <p>.....</p>
10 Other utilities and services	<p>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</p> <p>NIL.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</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:

Park managers office open 3 hours a day, 3 days a week. See Park.....
managers office door for times and days.

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

Phone 0476 476 002 - Only for park related issues such as water,.....
electricity, sewerage, park gates.

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.. Hobby Shed (apply to park manager to use). Craft room. Meeting room.....

Cost: ☒ Included in site rent ☐ Additional fee (specify)

Available to: ☒ Home owners ☐ Guests / Visitors ☐ Public

☒ BBQ area outdoors

Details.. Home owners must accompany guests.....

Cost: ☒ Included in site rent ☐ Additional fee (specify)

Available to: ☒ Home owners ☒ Guests / Visitors ☐ Public

☒ Bowling green

☐ Indoor ☒ Outdoor

Details.. Home owners must accompany guests.....

Cost: ☒ Included in site rent ☐ Additional fee (specify)

Available to: ☒ Home owners ☒ Guests / Visitors ☐ Public

☒ Club House

Details.. Home owners must accompany guests.....

Cost: ☒ Included in site rent ☐ Additional fee (specify)

Available to: ☒ Home owners ☒ Guests / Visitors ☐ Public

☒ Communal open space

Details...Walking trails around the lakes. Home owners must accompany guests.....

Cost: ☒ Included in site rent ☐ Additional fee (specify)

Available to: ☒ Home owners ☒ Guests / Visitors ☐ Public

☒ Gym

Details...Home owners must apply to use the gym before fob activation.....

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...NIL.....

Cost: ☐ Included in site rent ☐ Additional fee (specify)

Available to: ☐ Home owners ☐ Guests / Visitors ☐ Public

☐ Shops

Details...NIL.....

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)

~~Home owners can apply to the park owner to become a driver.~~.....

.....

Cost: ☐ Included in site rent ☒ Additional fee (specify)

Cost of fuel

Frequency:

Available to: ☒ Home owners ☐ Guests / Visitors ☐ Public

☒ Swimming pool

☐ Indoor ☒ Outdoor ☒ Heated ☐ Not heated

Size: 25 meters long

~~Details. Home owners must accompany guests.~~.....

.....

Cost: ☒ Included in site rent ☐ Additional fee (specify)

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Available to: ☒ Home owners ☒ Guests / Visitors ☐ Public

☒ Tennis court / Pickleball

~~Details. Home owners must accompany guests~~.....

.....

Cost: ☒ Included in site rent ☐ Additional fee (specify)

.....

Available to: ☒ Home owners ☒ Guests / Visitors ☐ Public

☒ Changing rooms and showers at sports facilities

~~Details. Only at the swimming pool area~~.....

.....

☒ Kitchens in communal facilities

~~Details. Only at the club house~~.....

.....

Cost: ☒ Included in site rent ☐ Additional fee (specify)

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Available to: ☒ Home owners ☐ Guests / Visitors ☐ Public

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

No additional cost

Cinema

Virtual Golf Simulator

Sauna

Golf Putting area

Fire Pitt area

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:

All Home owners vehicles to be park in garage of home.

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 40

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

Note: Park Owners are required to maintain and implement an emergency plan for the residential park.

Does the residential park have any of the following security and safety features?

- ☐ Security cameras ☒ Key fob/pin code operated Security gates
- ☐ Emergency phones ☒ Defibrillator(s)

Provide details of any other notable security or safety features of the park?

CCTV in the communal facilities.....

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.....

.....

Please provide details of features in the park to assist home owners with mobility or other issues.

Details are provided for comparative information only. Home owners with specific accessibility requirements should contact the park owner to ensure the park can meet their needs.

Does the residential park have any of the following accessibility features in the common areas of the residential park?

- ☐ Ramps
- ☐ Lifts
- ☒ Wheelchair-accessible toilets
- ☐ Extra-wide doors
- ☐ Wheelchair-accessibility to Letterboxes
- ☐ Wheelchair-accessibility to Residential Park Office

What parts of the park have these features?

Club house only.....

This image shows a full page of white paper with horizontal dashed lines, typical of primary school handwriting practice paper. The lines are evenly spaced and run across the entire width of the page. There are no margins, text, or other markings present.

Part 4 – Miscellaneous

16 Other dwellings	<p>Does the park contain dwellings other than manufactured homes (i.e., is a mixed-use park)?</p> <p><input type="checkbox"/> Yes <input checked="" 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>
17 Development <small>Indications of future plans may be subject to change. For more information contact the park owner.</small>	<p>Has development of the park been completed?</p> <p><input type="checkbox"/> Yes <input checked="" 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>284 Homes completion by the end of 2025.....</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>NIL All complete.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
18 Home owners committee	<p>Does the park have a home owners' committee?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
19 Letting the home	<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 checked="" type="checkbox"/> No</p> <p>If yes, detail any restriction on letting:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

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?

a) The home owner must not, without the park owner's prior written consent:

(i) permit the manufactured home or the site to be occupied by any person(s) (who is not a home owner named in Part 1 Section 2 of the Form 2) whilst the home owner is not present; or

(j) have any Invitees on the site for more than 14 days in any six month period.....

(b) At least two days prior to having any Invitee stay in the manufactured home or on the site the home owner must give the park owner notice in writing of the Invitee's name and the period of time the home owner expects the Invitee will stay.

(c) The home owner must not require an invitee to pay any fee to the
home owner for staying in the manufactured home or on the site.

21 Insurance

Please provide details about any insurance taken out over the park land and/or facilities

Are the communal facilities and land in the residential park insured?

Yes ☒ No ☐

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:

The home owner must maintain adequate insurance with a reputable insurer for:

(a) loss or damage in respect of the manufactured home, its contents and any other improvements on the site;

(b) public liability insurance in an amount reasonably nominated by the park owner, but not less than \$10 million; and

(c) any other risks notified by the park owner, acting reasonably.....

Part 5 – Park Rules

22 Pets

Are there any restrictions on pets in the park?

☒ Yes ☐ No

If yes, provide details:

See Attachment B

23 Park rules

Please provide a list of the park rules (may be provided as an attachment)

See Attachment C

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

SERENITAS OPERATIONS PTY LIMITED

Australian Company Number (ACN) 682 707 339

Australian Business Number (ABN) 51 682 707 339

Business address

SUITE 36.03, 60 MARGARET STREET

Suburb SYDNEY State NSW Post code 2000

Phone number 0476 476 002

Email address parkmanagement@visitlatitude25.com.au

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

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: slas@cxton.org.au

Website: 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

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: info@qls.com.au

Website: 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

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

19. Pets	<p>(a) Subject to Rule 19(c), a Home Owner may keep in their Site Area, without obtaining the consent of or notifying the Park Owner:</p> <ul style="list-style-type: none">(i) fish in a secure indoor aquarium; or(ii) a guide dog or hearing dog or other animal if you need the dog or other animal because of a visual disability, hearing disability or any other disability. <p>(b) Subject to Rule 19(c), a Home Owner may keep the following types of animals in their Site Area upon receiving consent from the Park Manager:</p> <ul style="list-style-type: none">(i) not more than two companion dogs (other than Regulated Dogs which are expressly prohibited) weighing not more than 35kg;(ii) not more than two cats;(iii) not more than one bird (caged); or(iv) not more than two small caged birds. <p>(c) A Home Owner must not keep more than two animals in total in their Site Area (regardless of type). <i>For example, a Home Owner may keep in its Site Area:</i></p> <ul style="list-style-type: none">(i) <i>a guide dog or hearing dog without obtaining the consent of or notifying the Park Owner;</i>(ii) <i>one cat and one bird (caged) upon receiving consent from the Park Manager in respect of both animals; or</i>(iii) <i>a guide dog or hearing dog without obtaining the consent of or notifying the Park Owner, and one cat</i>
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	<p><i>upon receiving consent from the Park Manager.</i></p> <p>(d) A Home Owner must not keep any other type of animal in the Park or any Site Area without the written consent of the Park Owner.</p> <p>(e) A Home Owner must not keep, breed or use animals for any commercial purposes.</p> <p>(f) The Park Owner can request that an animal be removed or withdraw any previous consent granted for an animal if the animal is a nuisance or if a Home Owner breaches this Rule.</p>
	<p>(g) If a Home Owner keeps an animal in accordance with this Rule then the Home Owner must:</p> <p>(i) ensure that the animal is not a nuisance (and if it is a dog then being a nuisance includes barking and being aggressive);</p> <p>(ii) ensure that the animal does not wander on the Common Areas (or to another Home Owner's Site Area) and it must be carried, placed in an animal carrier or be kept on a leash when outside the Home Owner's Site Area, including when on Common Areas (other than in any Pet Section Areas);</p> <p>(iii) not leave the animal unattended on a patio of the Manufactured Home;</p> <p>(iv) not allow the animal to defecate on the Common Areas or another Home Owner's Site Area and if it does then the Home Owner must immediately clean up any faeces or other mess and dispose of it in a proper and hygienic manner;</p> <p>(v) ensure that the animal does not create foul odours or pest problems in the Home Owner's Site Area;</p> <p>(vi) ensure that cat litter is not disposed of down the toilet but rather be securely bagged and disposed of in the designated refuse receptacle;</p> <p>(vii) not allow the animal to enter any of recreational facilities or amenities under any circumstances;</p> <p>(viii) ensure the animal is licensed or registered if required by law;</p>
	<p>(ix) ensure that the animal has been de-sexed except where there are extenuating circumstances and the Park Manager, in its sole and absolute discretion, consents to the Home Owner not de-sexing its animal; and</p> <p>(x) if the animal is a cat or dog, it must have a microchip or tattoo, or wear an identification tag.</p> <p>(h) If a Home Owner fails to comply with its obligations under this Rule, the Park Owner may at the Home Owner's cost do one</p>

	<p>or more of the following:</p> <ul style="list-style-type: none"> (i) remove the animal from the Site Area and the Park; (ii) clean up any mess caused by the animal; and (iii) fix any damage caused by the animal. <p>(i) The Home Owner is responsible to other Home Owners and Visitors for:</p> <ul style="list-style-type: none"> (i) any noise the animal makes which causes unreasonable disturbance; and (ii) damage to or loss of property or injury to any person caused by the animal.
	<p>(j) The Park Owner may keep a register of pets.</p> <p>(k) No Visitors are permitted to bring animals into the Park.</p> <p>(l) In this Rule:</p> <ul style="list-style-type: none"> (i) Pet Section Areas means those open park areas which the Park Owner may designate from time to time as being available for use by animals; and (ii) Regulated Dog means a "restricted dog" or "regulated dog" as those terms are defined in the Animal Management (Cats and Dogs) Act 2008 (Qld).



PARK RULES

Latitude25 Hervey Bay

These Park Rules are made in relation to Latitude25 Hervey Bay and are to be complied with by all Home Owners, authorised occupants, guests and visitors. A failure to do so may give rise to a breach of the Home Owner's Site Agreement.

Any reference to the Park Owner includes the Park Manager or such other representative as the Park Owner may appoint from time to time. Where any term in these Park Rules is defined in the Site Agreement entered into with a Home Owner, that term will have the same meaning.

These Park Rules are subject always to the requirements of the *Manufactured Homes (Residential Parks) Act 2003 (Act)*.

1. Rules, Regulations and Policies

- (a) The Home Owner must ensure that any Authorised Occupant, visitor, guest, invitee, agent or contractor of the Home Owner (Visitor) are made aware of these Park Rules.
- (b) The Home Owner agrees with the Park Owner that it is important for the harmony of the community who live and visit Latitude25 Hervey Bay, and to protect the rights of other Home Owners, Visitors and staff, for those in the Park to treat others with courtesy and respect.
- (c) Any Visitor is an invitee only to Latitude25 Hervey Bay. The Park Owner or the Park Manager (including any employee or agent of them) reserves the right to require that a Visitor immediately leave the Park or refuse admittance to a Visitor if in its opinion that Visitor:
 - (i) fails to obey a reasonable request or demand to comply with these Park Rules for Latitude25 Hervey Bay; or
 - (ii) has committed a flagrant breach of these Park Rules which warrants his or her immediate dismissal from Latitude25 Hervey Bay.
- (d) To the extent permissible at law and without limiting anything in this Rule, the Park Owner or the Park Manager (including any employee or agent of them) reserves the right on reasonable grounds to:
 - (i) exclude a person from the Park;
 - (ii) refuse admittance and/or guest registration to any person or persons who are causing or likely to cause disturbance of the peace and quiet of others; and
 - (iii) evict and commence action to remove from Latitude25 Hervey Bay any person or persons who act with drunk, obnoxious, illegal or immoral behaviour, use bad language or speak to any person in a threatening or

	<p>derogatory manner or cause disturbance of the peace and quiet of others or who constantly refuse to abide by the reasonable requirements of the Park Owner.</p> <p>(e) Home Owners and Visitors must seek to avoid confrontation with other homes owners and visitors to Latitude25 Hervey Bay. If a Home Owner or Visitor witnesses a breach of these Park Rules, it should be reported as soon as possible to the Park Owner or Park Manager.</p> <p>(f) Home Owners and Visitors must comply with the reasonable directions and requests by or on behalf of the Park Owner.</p>
2. External Works and Appearance	<p>(a) The Home Owner agrees to maintain the aesthetics of the Park at a high standard. All proposed works to the Manufactured Home which is visible from outside the Manufactured Home must receive the Park Owner's written consent prior to being undertaken.</p> <p>(b) The Home Owner must not hang towels, bedding, clothing or other articles, on any part of the Site Area or Manufactured Home in such a way as to be visible from outside.</p>
3. Landscaping	<p>(a) The Home Owner agrees with the Park Owner that it is important for the presentation of the Park, and to protect the rights of other Home Owners, that there is a consistent high standard of landscaping throughout the Home Park.</p> <p>(b) The Home Owner agrees that plants as set out in the Landscaping Code are permitted to be planted on the Site Area. A Home Owner will not plant any other plants or undertake other landscaping without obtaining the prior written consent of the Park Owner.</p> <p>(c) All garden areas must be enclosed with an approved garden edging and are not to be located so as to divert the natural flow of water to or from any adjacent Site Area.</p>
4. Home Owner's Responsibilities	<p>The following items are the responsibility of the Home Owner and must be attended to, as necessary, to supplier/ manufacturer's recommendations (as applicable) for the Home Owner's Manufactured Home:</p> <p>(a) regular smoke detector testing and battery replacement (not less than annually);</p> <p>(b) regular termite inspection and treatment (not less than annually);</p> <p>(c) regular pest control treatment (not less than annually);</p> <p>(d) meter box safety and switch testing;</p> <p>(e) notify Park Owner's office of changes to next of kin details within seven days of such changes taking effect; and</p> <p>(f) notify Park Owner's office of any prolonged periods of absence from the Park (including updates if absences are to be extended).</p>

<p>5. Vehicles</p>	<p>Vehicular access and parking requirements:</p> <p>The Home Owner must ensure that:</p> <ul style="list-style-type: none"> (a) no vehicles are permitted to park or stand on the roadways, verges, grassed areas or on another Home Owner's Site Area; (b) vehicles may only be parked on the Site Area provided that there is sufficient room to do so in the garage. A vehicle may not be permanently parked on the driveway of the Site Area other than for short periods (unless otherwise approved in writing by the Park Owner); (c) only vehicles with current registration (where required) may be driven or stored in the Park; and (d) with the exception of professional mobile mechanics, no mechanical repairs, servicing of vehicles or oil changing will be conducted on the Site Area or any part of the Park (including roadways), but excluding internal garage areas of the Manufactured Home. <p>Speed and area for driving:</p> <ul style="list-style-type: none"> (e) All roadways in the Park are a "shared zone" and any person must take care at all times when driving in the Park including giving full consideration to other vehicles, pedestrians and cyclists. (f) All vehicles driven within the Park must be: <ul style="list-style-type: none"> (i) kept to roads dedicated for traffic and not on any Common Areas or other parts of the Park; (ii) be driven at walking pace (or a maximum speed of 10 kilometres per hour); and (iii) otherwise obey all road signs and abide by current Queensland road and safety rules in place from time to time. <p>Visitors:</p> <ul style="list-style-type: none"> (g) The Home Owner must ensure that Visitors are only on the Site Area whilst the Home Owner is present and that no Visitor's vehicles may be parked anywhere in the Park other than in the designated Visitors' car parks and during such periods as permitted by the Park Owner. <p>Washing:</p> <ul style="list-style-type: none"> (h) Vehicles to be washed only on Home Owner's Site Area or in the designated wash bay in the Park from time to time.
<p>6. Mail</p>	<ul style="list-style-type: none"> (a) Letterboxes must be cleared at least weekly. (b) Home Owners must notify any sender of the correct address including specifying the correct site number of the Home Owner's Site Area. (c) A Home Owner is responsible to arrange for independent mail

	collection while away on holidays etc.
7. House Keys	<ul style="list-style-type: none"> (a) A Home Owner will be responsible for house keys at all times. (b) Lockout fees are payable to the Park Owner if the Park Owner is required to unlock a Manufactured Home where the Home Owner is unable to access their Manufactured Home. (c) A Home Owner will pay the cost for any lost key or security access button provided by the Park Owner.
8. Garbage Collection	<ul style="list-style-type: none"> (a) A Home Owner must not leave or permit any person to leave garbage, rubbish or waste for collection outside the Site Area or in the Common Areas unless placed in the proper receptacles approved by the Park Owner and which otherwise comply with the requirements of the local government. (b) Each Home Owner's bin is to be placed in the designated area for collection weekly. At all other times, the Home Owner's bin is to be kept in the designated area within the Home Owner's Site Area. (c) The Home Owner's bin to be washed regularly (to occur only on the Home Owner's Site Area).
9. Visitor/ Registered Guest Entitlement	<ul style="list-style-type: none"> (a) A Visitor staying less than five days may use the recreational facilities in the Park in accordance with these Rules provided the Home Owner or Authorised Occupant is in attendance where the Visitor is under the age of 16 years. (b) Where a Visitor is staying five days or more, the Visitor may be registered by the Park Owner (Registered Guest), which will include an induction of the recreational facilities in the Park and provision of a Registered Guest pass to use the recreational facilities, in which case the Registered Guest may use the recreational facilities provided the Registered Guest complies with these Rules. (c) Notwithstanding the above, a Registered Guest who is under the age of 16 years may only use the recreational facilities provided the Home Owner or an Authorised Occupant is in attendance. (d) A Visitor (including a Registered Guest) cannot stay longer than three months per annum. (e) The Home Owner acknowledges, and will ensure, Registered Guests and Visitors under the age of 16 years are controlled and have restricted use of the recreational facilities in accordance with these Rules. (f) The Park recreational facilities are primarily provided for the use and enjoyment of Home Owners and Authorised Occupants who have priority to the use of the recreational facilities. (g) The Home Owner is responsible for the activities of all children staying with or visiting the Home Owner and agrees that children must be accompanied and supervised at all

	recreational facilities within the Park by a Home Owner or an Authorised Occupant at all times.
	(h) Children will not be permitted to roam unsupervised in the Park.
	(i) Children under the age of 16 years are not permitted to ride bicycles on the road or otherwise in the Park unless accompanied by a Home Owner or a bona fide Visitor adult.
	(j) A Home Owner will not carry out regular child minding on the Park.
	(k) If a Home Owner or an Authorised Occupant is unable to accompany any Visitor or Registered Guest the Visitor or Registered Guest may apply for an accredited visitor pass provided the Visitor or Registered Guest agrees to comply with these Rules and will assume the same responsibility as the Home Owner or Authorised Occupant as to compliance with these Rules. An accredited visitor pass will be issued in the sole discretion of the Park Owner.
10. Noise and disruption	<p>(a) A Home Owner must not make or allow any noise or vibration in a Site Area or on the Common Areas that would unreasonably interfere with the enjoyment by others of another Site Area or of the Common Areas. If noise is unavoidable, then it must be reasonably minimised.</p> <p>(b) Participants of early morning and late evening outdoor activities (eg walking or other exercising activities) are required to keep noise to a minimum.</p> <p>(c) The subject land is located within proximity to operating agricultural land uses which may have impacts on the amenity of residents, including impacts relating to noise and dust. Whilst the developer has identified a buffer area as part of addressing these issues, and the proposed mitigation measure has been accepted by the Fraser Coast Regional Council, Council does not accept any responsibility or liability in relation to any impacts on residents that the agricultural activities may cause. This notice is not intended to affect the rights of individuals to take action under common law or legislation (including the Environmental Protection Act 1994). This notice is provided for information purposes only.</p>
11. Smoking	<p>(a) Smoking is not permitted in any recreation building or facility within the Park.</p> <p>(b) Smoking outside a recreation building or facility must be a minimum distance of 10 meters of any opening.</p>
12. Use of Community Common Areas/ Facilities	<p>(a) A Home Owner must use the Common Areas of the Park, including all facilities and amenities, in an orderly and proper manner, without interference to the quiet enjoyment of other residents and guests, in accordance with these Park Rules and any other reasonable directions by or on behalf of the Park Owner from time to time (including any warning signs displayed in the Park).</p>

	<p>(b) A Home Owner must not alter or interfere with the Common Areas or any utility, apparatus, plant, equipment, chattels or other item located on the Common Areas or which may be owned by or on behalf of the Park Owner or form part of the Park.</p> <p>(c) A Home Owner must not install equipment or machinery of any type on the Common Areas without the prior written consent of the Park Owner.</p> <p>(d) A Home Owner must not (subject to section 57 of the Act) display any advertising or signage on the Common Areas or on any Site Area (including inside any Site Area where visible from the outside), except with the prior written consent from the Park Owner which may be granted or withheld in its absolute discretion and who may impose such conditions to any consent as it may see fit.</p> <p>(e) A Home Owner must ensure any gates within the Park are kept closed and, where secured, are locked correctly.</p> <p>(f) The lakes which form part of Latitude25 Hervey Bay are for aesthetic appearance. The swimming or entering into the lakes is strictly prohibited.</p> <p>(g) A Home Owner must liaise with the Park Owner before organising any events or activities for recreational facilities in the Park. The Park Owner may (but is not obliged) to operate a booking system for planned events or activities in any of the recreational facilities or Common Areas.</p> <p>(h) When using any facilities in the Park, the Home Owner agrees that:</p> <ul style="list-style-type: none"> (i) smoking is strictly prohibited; (ii) a Home Owner bringing children to the facility is responsible for their behaviour; (iii) use of the facility is at the user's sole risk. The Park Owner is not responsible for any loss, damage, death or injury from any cause whatever suffered by any person or caused to property of any description whatever at any time in or about the facility. All users are to make themselves aware of emergency exits and the location of the first aid kit; and (iv) operation times as nominated from time to time by the Park Owner are to be strictly adhered to.
13. Community Clubhouse and Recreation Room	<p>The Home Owner agrees that when using the community clubhouse and recreation room in the Park:</p> <ul style="list-style-type: none"> (a) no wet swimwear is permitted; (b) footwear and neat casual dress (eg trousers/ shorts/ skirt and a shirt or a dress, if applicable) must be worn in and around the facility; and

	<p>(c) any snooker table/ pool table must not be used for any other purpose. Players are to conduct games in a proper manner, pack away equipment correctly and replace the table cover after use.</p>
14. Pool and Wellness Centre Area	<p>The Home Owner agrees that when using the pool and spa area in the Park:</p> <ul style="list-style-type: none"> (a) consumption of alcohol in the swimming pool enclosure is strictly prohibited; (b) any pool and ancillary equipment available for use by residents must be used in a safe and proper manner; (c) no glass, china or otherwise breakable materials may be taken inside the swimming pool enclosure. Eating and drinking in the pool or spa is prohibited; (d) doors and gates to the swimming pool enclosure must be kept closed (not to be propped open at any time); (e) users shall make themselves aware of the depth of the pool and spa; (f) bomb diving is strictly prohibited; (g) the Park Owner may close the facilities when necessary for maintenance or other work or for health and safety reasons; and (h) if contamination of the pool or spa or surrounding areas has occurred by any person, the Home Owner or Registered Guest will be responsible for the cost of cleaning and sanitising of any areas.
15. Public BBQ's and Kitchen Facilities	<ul style="list-style-type: none"> (a) Footwear, trousers/ shorts/ skirt and a shirt or dress (if applicable) must be worn in and around the BBQ area. (b) At the end of use: <ul style="list-style-type: none"> (i) all glasses, crockery, cutlery and utensils are to be washed up and put away correctly; (ii) BBQ's, kitchen and bar areas are to be cleaned and rubbish disposed in a proper and hygienic manner. All food scraps and drink waste must be disposed of correctly in the bin provided; (iii) all furniture is to be wiped down and placed back in correct position; (iv) food crumbs and other litter are to be vacuumed or swept from carpets and floor areas; and (v) lights, fans, TV's and sound equipment are to be turned off when leaving.

16. Bowling green	<ul style="list-style-type: none"> (a) The bowling green must not be used for any other purpose other than properly conducting a game of lawn bowls. (b) Only flat-soled footwear or bare feet are permitted on the bowling green. (c) No glass, china or otherwise breakable materials may be taken on the bowling green. Eating and drinking on the bowling green is prohibited.
17. Gym	<ul style="list-style-type: none"> (a) Users must clean and wipe down any sweat from each piece of gym equipment immediately upon finishing its use. (b) Users should seek their own prior medical advice as to the suitability of any exercise regime and use of any particular equipment in the gym facility.
18. Workshop	<p>Use of the Workshop is strictly prohibited unless the Home Owner or Registered Guest has undertaken the Workshop Induction process in place by the Park Owner from time to time and signed an acknowledgement agreeing to adhere to the Park Owner's terms and conditions of use in a form required by the Park Owner from time to time.</p>
19. Pets	<ul style="list-style-type: none"> (a) Subject to Rule 19(c), a Home Owner may keep in their Site Area, without obtaining the consent of or notifying the Park Owner: <ul style="list-style-type: none"> (i) fish in a secure indoor aquarium; or (ii) a guide dog or hearing dog or other animal if you need the dog or other animal because of a visual disability, hearing disability or any other disability. (b) Subject to Rule 19(c), a Home Owner may keep the following types of animals in their Site Area upon receiving consent from the Park Manager: <ul style="list-style-type: none"> (i) not more than two companion dogs (other than Regulated Dogs which are expressly prohibited) weighing not more than 35kg; (ii) not more than two cats; (iii) not more than one bird (caged); or (iv) not more than two small caged birds. (c) A Home Owner must not keep more than two animals in total in their Site Area (regardless of type). <i>For example, a Home Owner may keep in its Site Area:</i> <ul style="list-style-type: none"> (i) <i>a guide dog or hearing dog without obtaining the consent of or notifying the Park Owner;</i> (ii) <i>one cat and one bird (caged) upon receiving consent from the Park Manager in respect of both animals; or</i> (iii) <i>a guide dog or hearing dog without obtaining the consent of or notifying the Park Owner, and one cat</i>

	<p><i>upon receiving consent from the Park Manager.</i></p> <p>(d) A Home Owner must not keep any other type of animal in the Park or any Site Area without the written consent of the Park Owner.</p> <p>(e) A Home Owner must not keep, breed or use animals for any commercial purposes.</p> <p>(f) The Park Owner can request that an animal be removed or withdraw any previous consent granted for an animal if the animal is a nuisance or if a Home Owner breaches this Rule.</p>
	<p>(g) If a Home Owner keeps an animal in accordance with this Rule then the Home Owner must:</p> <p>(i) ensure that the animal is not a nuisance (and if it is a dog then being a nuisance includes barking and being aggressive);</p> <p>(ii) ensure that the animal does not wander on the Common Areas (or to another Home Owner's Site Area) and it must be carried, placed in an animal carrier or be kept on a leash when outside the Home Owner's Site Area, including when on Common Areas (other than in any Pet Section Areas);</p> <p>(iii) not leave the animal unattended on a patio of the Manufactured Home;</p> <p>(iv) not allow the animal to defecate on the Common Areas or another Home Owner's Site Area and if it does then the Home Owner must immediately clean up any faeces or other mess and dispose of it in a proper and hygienic manner;</p> <p>(v) ensure that the animal does not create foul odours or pest problems in the Home Owner's Site Area;</p> <p>(vi) ensure that cat litter is not disposed of down the toilet but rather be securely bagged and disposed of in the designated refuse receptacle;</p> <p>(vii) not allow the animal to enter any of recreational facilities or amenities under any circumstances;</p> <p>(viii) ensure the animal is licensed or registered if required by law;</p> <p>(ix) ensure that the animal has been de-sexed except where there are extenuating circumstances and the Park Manager, in its sole and absolute discretion, consents to the Home Owner not de-sexing its animal; and</p> <p>(x) if the animal is a cat or dog, it must have a microchip or tattoo, or wear an identification tag.</p> <p>(h) If a Home Owner fails to comply with its obligations under this Rule, the Park Owner may at the Home Owner's cost do one</p>

	<p>or more of the following:</p> <ul style="list-style-type: none"> (i) remove the animal from the Site Area and the Park; (ii) clean up any mess caused by the animal; and (iii) fix any damage caused by the animal. <p>(i) The Home Owner is responsible to other Home Owners and Visitors for:</p> <ul style="list-style-type: none"> (i) any noise the animal makes which causes unreasonable disturbance; and (ii) damage to or loss of property or injury to any person caused by the animal.
	<ul style="list-style-type: none"> (j) The Park Owner may keep a register of pets. (k) No Visitors are permitted to bring animals into the Park. (l) In this Rule: <ul style="list-style-type: none"> (i) Pet Section Areas means those open park areas which the Park Owner may designate from time to time as being available for use by animals; and (ii) Regulated Dog means a "restricted dog" or "regulated dog" as those terms are defined in the Animal Management (Cats and Dogs) Act 2008 (Qld).

LANDSCAPING CODE

- No existing planting, garden beds or turf is to be removed from the front verge of a Home Owner's Site or from communal gardens, which remain under the care of the Park Owner.
- Upon prior approval by the Park Owner, Home Owners can reinstate planting if failure occurs under the following guidelines –
 - 70% of all reinstated plant species are to be selected from the masterplan planting schedule (to be confirmed);
 - 15% can be of local natives outside of the masterplan planting schedule (groundcovers and small shrubs only);
 - Tree species are not permitted to be planted by home owners; and
 - 15% can be exotic species.
- Weed species or invasive plants will not be permitted.
- Tree or large shrub or vine species are not permitted to be planted by Home Owners.
- Pot plants are to be located on the alfresco patio only towards the front of the house. Pot plants are not permitted within the garden beds or turf areas along street frontage.