# **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 <a href="https://www.qld.gov.au/housing/buying-owning-home/housing-options-in-retirement/manufactured-homes/about-manufactured-homes.">https://www.qld.gov.au/housing/buying-owning-home/housing-options-in-retirement/manufactured-homes/about-manufactured-homes.</a>

	DocuSigned by:	0.4.4.0.40.00=
	Matthew Yours	Date 01/10/2025
Park owner signature	Matthew young	Data 0 1/ 10/2020
i aik owner signature	8.25820RE147E43E	Date

### Residential park details

Park name Ingenia Lifestyle Drift		
Phone 0455 400 874		
Park address 394 Woongarra Scenic Drive		
Suburb Innes Park	State Old	. Postcode
Website www.ingenialifestyle.com.au Number of cu	rrent manufactured hor	me sites
Park contains: ■ only manufactured homes □ m	ultiple dwelling types (s	see section 15)
Total number of sites (including other dwelling type	es) currently in park	)

Re-development pl Year Residential Pa	s: Completed Under development (see section 16 for details)  anned in the next 5 years: Yes No (see section 16 for details)  ark began operating 2024  That and other costs  Site rent* (or range of site rent) payable by new owners  Range - \$255 - \$276 per week  This applies to site agreements entered from01/06/25  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  CPI + 2%  Current site fee x (the weighted average of eight capital cities all group CPI Percentage increase for the 12month period preceding the applicable annual fee increase date + 2%)  General increase day 1 October annually  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)
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: \$Varies per service  Details of costs / fees and when payable: See sections 4-10,12 & 13 below

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)
	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
	Homes are sold with solar panels installed. No further addition of solar available due to capacity restrictions.
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	Service Charge/s
	☐ Included in site rent ☐ Not included in Site Rent
	Other (specify)
	Usage Charge/s
	☐ Included in site rent ☐ Not included in Site Rent
	☐ Other (specify)
7 Gas	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)
8 Telephone	☐ Included in site rent ☐ Available but not included in site rent
	☐ Not available ■ Other (specify)
	Homeowner to arrange connection & supply
9 Internet	☐ Included in site rent ☐ Available but not included in site rent
	☐ Not available ■ Other (specify)
	Homeowner to arrange connection & supply
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 - no additional services or utilities included in site rent.

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.	Manager is available Monday - Friday during business hours
, and the second	
	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
	Area Manager - Phone - 0431.345.063
	Do any other staff work in the residential park?
	■ Yes □ No
	If yes, provide details (e.g. First Aid Officer, Security, Grounds person etc).
	Operational staff consist of - Community Manager, Grounds & Maintenance Officer

# 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 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 Depublic Bowling green ☐ Indoor ■ Outdoor Details...Outdoor Cost: ■ Included in site rent □ Additional fee (specify) Available to: Home owners Guests / Visitors Depublic Club House Details Club Drift Cost: Included in site rent ☐ Additional fee (specify) Available to: Home owners Guests / Visitors Depublic

Communal open space  Details Outdoor green space, dog park	
Cost: ■ Included in site rent □ Additional fee (specify)	
Available to: Home owners Guests / Visitors Dublic	
■ 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	
<u></u>	
☐ Shops	
Details	
Cost: ☐ Included in site rent ☐ Additional fee (specify)	
(\$pools)	
Available to:  Home owners  Guests / Visitors  Public	

■ Park bus or other park-supplied transport options		
Details (conditions for use)		
Drivers must complete an application form to be eligible to drive bus and be pre-approved by the operator.  Bus is free of charge to use, fuel to be refilled by user at users expense prior to return.		
Cost: Included in site rent Additional fee (specify)  Fuel to refill bus payable by user		
Frequency:		
Available to: Home owners Guests / Visitors Dublic		
■ Swimming pool		
☐Indoor ■ Outdoor ☐ Heated ☐ Not heated		
Size:		
Details		
Cost: Included in site rent Additional fee (specify)		
Available to: Home owners Guests / Visitors Dublic		
■ Tennis court / Pickleball		
■ Tennis court / Pickleball Details		
Details		
Details  Cost: ■ Included in site rent □ Additional fee (specify)		
Details		
Details  Cost: ■ Included in site rent □ Additional fee (specify)		
Details		
Details  Cost: ■ Included in site rent □ Additional fee (specify)  Available to: ■ Home owners ■ Guests / Visitors □ Public  ■ Changing rooms and showers at sports facilities		
Details  Cost: ■ Included in site rent □ Additional fee (specify)  Available to: ■ Home owners ■ Guests / Visitors □ Public  ■ Changing rooms and showers at sports facilities		
Details  Cost: Included in site rent Additional fee (specify)  Available to: Home owners Guests / Visitors Public  Changing rooms and showers at sports facilities  Details		
Details  Cost: Included in site rent Additional fee (specify)  Available to: Home owners Guests / Visitors Public  Changing rooms and showers at sports facilities  Details  Kitchens in communal facilities		
Details  Cost: Included in site rent Additional fee (specify)  Available to: Home owners Guests / Visitors Public  Changing rooms and showers at sports facilities  Details  Kitchens in communal facilities		

☐ Other facilities and amenities (specify below, including availability and cost)	
13 Parking	Do home owners have personal parking space/s on their site?
Please provide details of parking available to home owners and their	■ Yes □ No □ Varies by site
guests.	Are there any restrictions on home owners parking on or adjacent to their site (e.g. on their driveway)? If so, please provide details:  Parking in garage only, no driveway or adjacent parking
	Is there additional parking available for home owner use in the park?
	☐ Yes ■ No
	If yes, specify number of spaces and any conditions
	Is there additional parking available for visitor use?
	■ Yes □ No
	If yes, specify number of spaces
	Is there parking available for large vehicles such as trailers, motorhomes, caravans, boats or other recreational vehicles?
	☐ Yes ■ No
	If yes, specify number of spaces and any conditions
	Are there any fees in addition to site rent applicable to the use of parking spaces for large vehicles such as trailers, motorhomes, caravans, boats or other recreational vehicles?
	■ Yes □ No
	If yes, provide details
	Yes, this is available under a signed agreement, rent cost apply at \$50 per week, price subject to change and annual increase once facility available

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	■ Security cameras ■ Key fob/pin code operated Security gates
emergency plan for the residential park.	☐ Emergency phones ■ Defibrillator(s)
Additional features listed at park owners discretion. This list may not be exhaustive. Please enquire with park owner for more details.	Provide details of any other notable security or safety features of the park?
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 to assist home owners	Ramps
with mobility or other issues.	Lifts
	■ Wheelchair-accessible toilets
Details are provided for comparative information only. Home	Extra-wide doors
owners with specific accessibility requirements should	■ Wheelchair-accessibility to Letterboxes
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?

Part 4 – Miscell	aneous
16 Other dwellings	Does the park contain dwellings other than manufactured homes (i.e., is a mixed-use park)?
awomingo	☐ Yes ■ No
	If yes, provide details, for example caravans, holiday rental cabins, residential premises (including manufactured homes) under residential tenancy agreements)
4= 5	Has development of the park been completed?
17 Development	☐ Yes ■ No
Indications of future 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?
	Currently 70 homes occupied by home owners, there will be 330 homes on 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
	Main clubhouse including a kitchen, pool, library, craft room, multi purpose room - due 2029
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 \( \subseteq \text{No} \)
	If yes, detail any limitations or requirements?
	Homes are unable to be occupied by anyone other than the homeowner. We do not allow house sitters, pet sitters. If a homeowner has a visitor for a short period (less than 5 days), this is permitted. Anything over this time frame, please notify Community Manager
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:
	Home owners are required to seek insurance for their home and contents, this is not covered by the park owner

Part 5 – Park R	ules						
22 Pets	Are there any restrictions on pets in the park?						
22 1 010	■ Yes □ No						
	If yes, provide details:						
	Limited to 1 pet per home and this must be approved by the Park Owner via a Pet Application. See Community Rules for further information						
23 Park rules	Please provide a list of the park rules (may be provided as an attachment)						
	Attachment						

Part 6 – Park details and operations						
24 Park owner details	□ Individual owner/s					
details	TitleFull name					
	TitleFull name					
	TitleFull name					
	■ Corporate owner					
	Full company / corporation name					
	IN AOperations Trust No 10 Pty Limited ATF INA Operations Trust No 10					
	Australian Company Number (ACN)					
	Australian Business Number (ABN) 94 195 587 766					
	Business address					
	Level 10, 20 Bond Street					
	Suburb Sydney State Nsw Post code 2000					
	Phone number (07) 3326 5800					
	Email address reception@ingeniacommunities.com.au					
25 Park contact	Contact name Community Manager					
Please provide contact	Park phone 0455 400 874					
details for the residential park for information and enquiries if different from above.	Park email driftmgr@ingenialifestyle.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: grvpas@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.gmhoa.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@gcat.gld.gov.au Website: www.gcat.gld.gov.au

#### **Queensland Law Society**

Find a solicitor Law Society House

179 Ann Street, Brisbane, QLD 4000

Phone: 1300 367 757 Email: info@gls.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



# Drift COMMUNITY RULES

Manufactured Homes (Residential Parks) Act 2003 (Part 13)

The following rules are made in relation to Ingenia Lifestyle Drift (the **Community**) and are to be adhered to by all residents, guests, and or visitors.

Residents are to ensure that any visitor, guest of theirs or any contractor engaged by them are aware of these rules and that their guests and visitors are invitees only to the Community and the Management reserves the right to demand a guest or visitor to leave the Community immediately if in its opinion that guest or visitor fails to obey a reasonable request or demand to comply with the Rules of the Community or has committed a flagrant breach of the Rules of the Community which warrants their immediate exclusion from the Community.

The term "Resident" in the following rules includes any visitor, guest of theirs or any contractor engaged by them.

## **Community Culture and Guiding Principles**

In honouring our commitment to providing an enriching environment and life experience for our residents, we have developed Community Rules to assist with protecting your way of life, whilst encouraging harmony within the Community.

Your expectations, needs and rights are the basis upon which we formed these rules.

It provides you with peace of mind in knowing that everyone agrees to the same guidelines before they move in and it is how Ingenia Communities has built successful communities for over a decade.

Our Community thrives on a diverse and multi-cultural community spirit consisting of residents with unique personalities and differing values. As a resident of this community, we anticipate that you extend respect, consideration and tolerance to all residents and community staff at all times.

#### Our core values for creating a dynamic and thriving community include:

- \* Treat all residents and community staff with respect, courtesy and dignity;
- \* Give consideration to all others needs and points of view;

- \* Respect all others privacy and confidentiality;
- \* Take responsibility for your behaviour and how it impacts on the wider community;
- \* Conduct yourself in a safe and respectful manner at all times; and
- \* Ensure that you minimise risk to people and the environment within the community.

Ingenia Communities is dedicated to providing excellent service to our residents and maintaining a healthy resident relationship at all levels. We have a grievance handling process that ensures all complaints are handled as efficiently and effectively as possible. Please refer to your Community Manager to obtain a copy of the Resident Grievance Policy.

#### 1. COMMON AREAS

- a) All signs posted on common areas, such as those about hours of use, form part of these rules and must be obeyed.
- b) You must not obstruct or permit the obstruction of walkways, entrances, security features, lighting or other parts of the common areas.
- c) When on common areas everybody must be adequately clothed, so as not to cause offence or embarrassment to another person. Footwear must be worn at all times when in the Clubhouse.
- d) Smoking is not permitted within any public building or facility in the community, or any area where Residents, their visitors or guests may gather. This rule applies to meeting rooms/communal halls, reception areas, pool enclosure, BBQ, picnic/eating areas etc.

#### 2. CAR PARKING AND VEHICLES

- a) Resident's vehicles, boats or trailers must be parked in designated areas. They must not be parked on any road in the residential community or the grassed area beside the internal roads, vacant sites or other residents' sites without their permission.
- b) Residents cannot drive unregistered vehicles into or on the community roads without permission from the park Owner.
- c) All visitors, guests and contractor's vehicles should park on the respective resident's sites if there is sufficient room to do so. Otherwise they must park in the designated visitor parking area unless access to the house is required for short periods of time only for the purpose of installation, repairs, delivery etc.
- d) Residents motor homes, caravans and camper trailers are permitted to be parked on the roadway immediately outside the owners home for a period not greater than 24 hours for the purposes of loading the vehicle prior to departure or on your return with the following conditions; (i) any power cord connected to the vehicle must be run in such a manner that it does not pose a safety hazard to other residents or guests (ii) safety signal devices such as reflective triangles must be placed in front of, as well as behind, the entire length of the combination vehicle to indicate that there is a possible hazard present.

- e) The sign posted speed limit is to be adhered to at all times. Pedestrians have right of way throughout the Community.
- f) To avoid damage to Community roadways, heavy vehicles are generally not permitted in the Community. However, the Park Owner may give permission for heavy vehicles engaged in the delivery of goods or services for a resident or the Community or the Park Owner including tradespersons vehicles. All contractors must report to reception before entering the site.
- g) If the Resident wishes to wash a vehicle they must not damage or cause undue inconvenience to any other person or property. They must abide by the water restrictions imposed by law which may be displayed on the notice board.
- h) All cars parked onsite are parked at your own risk and the Park Owner accepts no responsibility for loss, damage or theft.

#### 3. FIRE SAFETY

You should exercise due care when dealing with fire, both inside and outside of the home, including, but not limited to, when using a barbeque and other outdoor cooking facilities.

At all times, you and your guests must comply with fire bans and restrictions imposed by emergency services.

Flammable materials, such as chemicals, liquids or gases, in excess of normal household quantities must not be stored on your site or in your home.

Ingenia do not allow open flame fires on resident sites due to the close proximity of neighbours.

#### 4. VISITORS AND GUESTS

To assist with the security of the Community, if you have guests staying for more than a short term you agree to let us know their names and their intended length of stay prior to their arrival. Residents should refer to their site agreement in reference to Visitors and Guests.

#### 5. NOISE

For the general quiet enjoyment of all residents of the Community, noise at any time must not constitute a nuisance to other residents. Noise must be kept to a minimum after 10pm. Intrusive, prolonged noise, that disturbs the peace and quiet of other residents, will not be tolerated at any time. Social functions in the Clubhouse must be brought to the Park Manager's attention for approval prior to the function going ahead.

#### 6. RUBBISH/GARBAGE

- a) Garbage should be wrapped and placed in the appropriate bin.
- b) The style of rubbish bin that may be used and supplied will be determined by Community management.
- c) Recyclable materials including bottles, cans, paper etc should be placed in appropriate bins.
- d) For environmental reasons, and to reduce the residents cost of maintenance, hygiene products, cooking fat, tea leaves or any flammable liquids etc. must not be flushed down the

toilet or poured down the sink but should be disposed of together with other domestic garbage on the designated day.

e) Residents are responsible for arranging the disposal of large waste items such as building materials, old furniture, white goods etc., at their own cost. They may be placed in the designated area outside the village in line with the Council collection date and are not to be placed on the kerb.

#### 7. FOR SALE SIGNS

You are, under [section of the Act], entitled to display a 'For Sale' sign in or on the home, but only if you first inform us of the intention to offer the home for sale.

Any 'For Sale' sign displayed on the home:

- a) Must not exceed in size one (1) metre by one (1) metre;
- b) Must include, in point size at least 12, the following words: "Any prospective purchaser must contact the operator before paying any monies for the purchase of this home. It is essential that you get a Disclosure Statement and have the operator's approval to live in the community."

#### 8. EMERGENCY EVACUATION PROCEDURES

Residents must ensure that you they comply with the emergency evacuation procedures in place in the Community.

#### 9. CLUBHOUSE

- a) The communal facilities are available for use by all residents of the Community, their visitors and guests. Residents who have their own bathroom facilities must not use the bathroom amenities facilities on a daily basis. Exceptions apply where there has been a serious disruption to a resident's water supply or plumbing.
- b) Children must be accompanied by a resident whilst using the facilities.
- c) Washing of animals or clothes in hand basins or showers is prohibited.
- d) All visitors must be accompanied by a resident whilst using the facilities.

#### 10. BIKES, SKATEBOARDS, ROLLERBLADES, GAMES ETC

- a) Residents may ride bicycles, e-bikes & e-scooters within the community but must at all times ensure that they do so in a manner that does not endanger, or is not likely to endanger, themselves, other persons or any property. Hence it is a requirement that all riders comply to the rules of the state that apply to road safety. Eg. Wearing helmets.
- b) Bicycle riders must not exceed the community speed limit that applies to motor vehicles.
- c) When not in use bicycles must be stored neatly and must not be left to obstruct the roadways or pathways of the community so as to cause a trip hazard.

#### 11. MOBILITY DEVICES

A motorised mobility device (electric wheelchairs, mobility scooters and mobility buggies) are considered to be a pedestrian according to road laws. Therefore, it is a requirement that all residents comply with road safety rules that apply to pedestrians.

If riding on a footpath, travel at walking speed which is 2-3kmh.

If riding on the road, you must never exceed the signed speed limit and stay as close as possible to the left-hand side of the road.

Residents must ensure at all times that they use mobility scooters in a manner that does not endanger, or is not likely to endanger, themselves, other persons or any property.

#### 12. BBQ FACILITIES

- a) The use of the community's barbeques is permitted until 10pm daily unless prior approval has been given by the Community Manager. We ask that persons using these facilities ensure that the BBQ's gas bottle is turned off when cooking is finished and that they leave the area in a clean and tidy condition for the next person to use.
- b) No open fires are permitted.

#### 13. POOL

- a) All Pool users must not do anything that would endanger any other person. The pool user must not run within the pool enclosure; must not bomb; must not splash water or act in any other manner that may cause danger or inconvenience to other users.
- b) The Pool enclosure is required by law to remain secure at all times. Pool users must not wedge or tamper with the gate in anyway so as to prevent the gate closing immediately upon entry or exit.
- c) All children in the pool enclosure must be supervised at all times by a resident.
- e) In the interest of hygiene and health, no one with a contagious illness or skin infection is to enter the pool or spa enclosure. All accidents must be reported to the Park Owner immediately.
- f) Additional pool rules are displayed in the pool area. These must be adhered to at all times.

#### **14. PETS**

- a) Owner occupiers may only bring or keep an animal on the premises or common property; or permit an invitee to bring or keep an animal on the site or common property, with prior written consent from the Community Owner and a signed Ingenia Lifestyle Pet Policy.
- b) Residents who have been given written consent must comply with the Pet Policy. Permission to keep a pet will be withdrawn if the resident does not comply with the Pet Policy.

c) No pets are permitted in the Clubhouse or pool area.

#### 15. MAINTENANCE AND ALTERATIONS TO DWELLINGS

- a) The Resident's dwelling and/or any associated structure and site that it occupies, must have a clean and tidy appearance and must be reasonably maintained at all times.
- b) Residents are required to obtain written permission from the Community Operator before making any alterations or additions to the exterior of their dwellings or the site. Forms and further information are available from the office.
- c) Tarpaulins can only be used to cover goods for a limited time with written permission by the manager of the Community unless in an emergency. Vehicle covers designed for that purpose may be used.
- d) Areas under and around homes are to be kept clear of rubbish at all times.
- e) Furniture outside that is clearly visible from the street must be in a clean and tidy condition and kept on the balcony or veranda, patio or outdoor entertaining area. No furniture is to be in the front garden area.
- f) Household name plaques are acceptable but must align with the home's aesthetics and streetscape. Any proposed name plaques require prior written approval from the Community Operator prior to installation. Guidelines for size, shape, material and positioning are available from the office.
- g) Surplus belongings and white goods must not be stored anywhere they are visible from the street.

#### 16. LANDSCAPING

- a) It is the responsibility of the residents to regularly maintain and keep neat and tidy any lawns and gardens of their designated sites.
- b) Landscaping including plants, trees flowers and shrubs must not inhibit the Community Operator's direct access to services such as reading electricity and water meters or encroach on neighbouring sites or roadways.
- c) Gardens of sites in the community must be maintained in accordance with your Residential Site Agreement.
- d) In order to retain the overall communities' aesthetics and streetscape, residents are not permitted to make any alterations or additions to the front yard of their designated site, except as detailed below.
- e) Plants provided in the front yard are to be retained. Any additional plants and shrubs require written approval from the Community Operator and will only be approved if

within keeping of the front landscaping design of the community. A list of approved plants is available at Reception. If written permission is granted, then residents are to maintain any additional planting.

- f) We wholly support waterwise native plants that thrive in the region.
- g) A maximum of two potted plants are permitted at the front of each home. Only approved plants can be planted in these above-ground feature pots. Pot plant height must not exceed the height of the property fence line. Pots utilised in the front of the home are to match the aesthetics and streetscape of the home and must be approved by the Community Operator. Potted plants can only be placed on concrete and are not permitted in garden beds.
- h) Approved plants may also be planted in an approved garden bed in the rear gardens. Approved plants cannot grow above fence height.
- i) Garden ornaments of any kind that are visible to others are not permitted.
- j) Wind chimes are <u>not</u> permitted.
- k) Vegetable and herb gardens may be established on resident's sites as long as they are maintained in a reasonable condition, not in the front of the site and free of excessive weeds.
- The Resident may use fixed hoses for watering lawns and gardens provided that, at the time of use, there is no general water ban on such use imposed by the relevant water authority. It is expected that water will be used conservatively and never wasted.

#### 17. HOME FRONTAGES

Ingenia are responsible for the mowing of the grass only at the front of your home. It is the home owner's responsibility to maintain the grass by watering, fertilising and spraying for weeds and lawn grub infestation.

The removal and replacement of plants in the front gardens must be approved firstly by the Community Manager prior to any work being undertaken. The cost of any approved works will be the home owner's responsibility.

Garden edging provided by Ingenia is not to be replaced. Plants on the front lawn provided by Ingenia are not to be removed. No parking on lawns.

#### **Residents Additional Features**

To maintain the general uniformity of the Community, and the value of both your home and Ingenia's investment, please see list of below permitted / non-permitted additional features for home frontages.

#### Items **not** permitted include:

- Metal animals or insects on spikes;
- Plants/flowers planted into the soil in the front garden beds;
- Bird baths;
- Table, chairs, bench seat in front garden or on front lawn;
- Gnomes, meerkats, windmills, sculpted figures, or any plastic multi-coloured pots;
- Wall ornaments or plaques on walls facing the street. These are only allowed on side walls adjacent to front doors;
- Arbours;
- Solar lights in garden bed;
- Hanging baskets;
- Windchimes;
- Plastic flowers of any sort; or
- House number replacement (this must be approved by the Community Manager as they can deteriorate).

2 ceramic matching pots, like house colour, may be permitted on front porch, if safe to do so.

#### 18. SMOKING

- a) Smoking is not permitted within any public building or facility in the Community, or any area where Residents, their visitors or guests may gather. This rule applies to meeting rooms/communal halls, reception areas, pool enclosure, BBQ, picnic/eating areas etc.
- b) Smoking in the homes of owner occupiers is permitted, however we do ask that you respect the proximity of your neighbours and be aware that smoke drifts onto adjoining sites. Smoking that directly impacts a resident in an adjoining home is not permitted.

#### 19. LITHIUM BATTERIES

Lithium-ion batteries must be stored according to safety guidelines included with your battery upon purchase. Improper use, storage and charging of batteries represent a fire and/or explosion hazard. We request that you only charge Lithium-ion batteries when you are at home.

#### 20. RESTRICTED AREAS, WH&S and RISK WARNING

- a) For the safety of persons and property in the community, residents must comply with any reasonable directions of the Community Operator as an employer and controller of premises in relation to compliance with the health and safety provisions of the Work Health & Safety Act 2011 and Work Health and Safety Regulation 2011.
- b) In order to facilitate smooth operations of the community and to isolate specific potential danger areas, the Community Operator may declare access to some areas of the community as restricted.

c) Within the meaning of the Civil Liability Act 2002, the Community Operator warns the residents and other person who engage in any recreational activity, within the meaning of the Civil Liability Act 2002, in, on or near the site, that the pursuit of such activities may result in harm or injury. All persons who engage in a recreational activity do so at their own risk.

#### 21. BEHAVIOUR

- a) Residents should treat each other with courtesy and respect. Should residents be involved in conflict with another party, residents should take necessary steps to try and resolve this conflict before seeking assistance from the Operator.
- b) Residents should always treat staff with courtesy and respect. Bullying and/or harassment of staff will not be tolerated.

#### 22. SOCIAL MEDIA

You agree that you will not on any social media or otherwise, do anything that negatively impacts on the reputation of the business, including without limitation, adversely commenting on the residential community, its home owners or tenants or all of them.

#### 23. GENERAL

The Community Operator, all residents, contractors and goods and service providers must use the pathways and roadways within the community to gain access to residential sites and must not walk between dwellings or trespass onto the sites of other residents unless prior permission has been given to the resident or service provider. The exception to this ruling is when the Community Operator or their employees require access to residential premises including direct access to read meters on the site.

#### **Definitions**

In these rules:

**Act** means the Manufactured Homes (Residential Parks) Act 2003.

Community means the Residential Community.

**Common areas** means any amenities, building, facilities, open space, road or other area provided for common use in the community.

**We, our and us** means the Community Owner/Operator and includes our employees, agents or representatives.

**You and your** means any resident in the community.

**Resident** means home owner.

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Signed By Home Owner/Resident	
	Date://
By signing this form, you agree to have read o	and accepted the above Community Rules.