

# 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 08/05/2026 [insert date]. Some of the information included may not apply to existing site agreements.

Park owner signature  Date 08/05/2026

### Residential park details

Park name Good Life RV and Lifestyle Resort Fraser Coast

Phone 1800 258 369

Park address 36 William Street

Suburb Howard State QLD Postcode 4659

Website goodlifelifestyleresorts.com.au Number of current manufactured home sites 213 on completion

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

Total number of sites (including other dwelling types) currently in park 61

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 2023 other than continued development of the park itself.

## 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

\$250.00 per week to \$306.00 per week

This applies to site agreements entered from .01/07/2026 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

The greater of the following percentages (a) the CPI increase; (b) 3.5%.  
See the Site Agreement, Part 5, Special Term 3.2

General increase day 1 July (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: \$ see below

Details of costs / fees and when payable: .....

See Sections 4-10, 12 and 13 below. See the Site Agreement, Parts 1, 2, and 3, and Part 5, Special Terms 4 Utilities charges; 5 Other costs, charges and expenses; 6 GST; 7.2 Authorised Occupant, 8.7 Key Replacement Fee, 19.5 Security Deposit, and Schedule 1.

## Part 2 – Utilities and services

<p><b>4 Electricity</b></p>	<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 checked="" type="checkbox"/> Other (specify) <i>See the Site Agreement, Part 5, Special Term 4 Utilities charges for further details.</i></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 checked="" type="checkbox"/> Other (specify) <i>See the Site Agreement, Part 5, Special Term 4 Utilities charges for further details.</i></p> <p>Does the park contain an embedded network for the supply of any electricity in the residential park?</p> <p><input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>For more information about embedded networks see:  <a href="https://www.aer.gov.au/consumers/understanding-energy/embedded-networks-customers">https://www.aer.gov.au/consumers/understanding-energy/embedded-networks-customers</a></p> <p>Can solar panels be installed on manufactured homes?</p> <p><input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>Are there any known conditions/restrictions on the installation or use of solar panels in the residential park?</p> <p><input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>If yes, specify</p> <p><i>The park is restricted by conditions set by the network distributor and government authorities regarding excess solar energy which may change from time to time. The maximum capacity is currently a 3.2kW solar PV system with a 3kW inverter.</i></p>
<p><b>5 Water</b></p>	<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 checked="" type="checkbox"/> Other (specify) <i>See the Site Agreement, Part 5, Special Term 4 Utilities charges for further details.</i></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 checked="" type="checkbox"/> Other (specify) <i>See the Site Agreement, Part 5, Special Term 4 Utilities charges for further details.</i></p> <p>.....</p>

<b>6 Sewage</b>	<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 checked="" type="checkbox"/> Other (specify) <u>See the Site Agreement, Part 5, Special Term 4</u> Utilities charges for further details.</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 checked="" type="checkbox"/> Other (specify) <u>See the Site Agreement, Part 5, Special Term 4</u> Utilities charges for further details.</p>
<b>7 Gas</b>	<p>Service Charge/s (individually measured and/or metered)</p> <p><input type="checkbox"/> Included in site rent    <input type="checkbox"/> Not included in Site Rent</p> <p><input checked="" type="checkbox"/> Other (specify) <u>N/A - Gas not available in Park</u></p> <p>Usage Charge/s (individually measured and/or metered)</p> <p><input type="checkbox"/> Included in site rent    <input type="checkbox"/> Not included in Site Rent</p> <p><input checked="" type="checkbox"/> Other (specify) <u>N/A - Gas not available in Park</u></p>
<b>8 Telephone</b>	<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 checked="" type="checkbox"/> Other (specify) .....</p> <p><u>Must be separately arranged between the Home Owner and the Park's third party supplier (Supa Networks).</u></p>
<b>9 Internet</b>	<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 checked="" type="checkbox"/> Other (specify) .....</p> <p><u>Must be separately arranged between the Home Owner and the Park's third party supplier (Supa Networks).</u></p>
<b>10 Other utilities and services</b>	<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><u>Included in the Site Rent - Maintenance and upkeep of the Verge</u>..... including all landscaping and mowing (but excluding all Infrastructure and Structural Surfaces located on the Verge) as often as, and in such manner as, the Park Owner may determine from time to time.....</p> <p><u>No other services or utilities included in the site rent. See Part 5, Special Term 7.3(a) in terms of the maintenance of the Verge.</u></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:

10.00am to 12.00pm (Tuesday, Wednesday, Thursday only).....  
Not available Monday, Friday, Saturday, Sunday & Public Holidays  
.....

**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**

1800.384.115.....  
.....

**Do any other staff work in the residential park?**

Yes  No

If yes, provide details (e.g. First Aid Officer, Security, Grounds person etc).

Construction staff (while the park is under development), Grounds and.....  
Maintenance staff, Sales staff (while the park is under development).  
.....  
.....  
.....

## 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** The Recreation Room in the Clubhouse has WiFi and internet connection included in the site rent. The use of the facility is included in the site rent, but a charge may be payable for participating in events and activities that take place in the facility.  
The Hobby Shed (Planned) - refer to attached Annexure to Form 16, Facilities and amenities. The use of the facility is included in the site rent, but a charge may be payable for participating in events and activities that take place in the facility.

Cost:  Included in site rent  Additional fee (specify)

Available to:  Home owners  Guests / Visitors  Public

### BBQ area outdoors

**Details** 4 x BBQs located at Central Park  
2 x BBQs located at the Clubhouse

Cost:  Included in site rent  Additional fee (specify)

Available to:  Home owners  Guests / Visitors  Public

### Bowling green

Indoor  Outdoor

**Details** Planned - refer to attached Annexure to Form 16, Facilities and amenities

Cost:  Included in site rent  Additional fee (specify)

Available to:  Home owners  Guests / Visitors  Public

### Club House

**Details** The Clubhouse includes a Recreation Room, 2 x kitchenettes (2 x wall mounted ovens, 1 x wall mounted microwave oven, 2 x integrated fridge/freezers, coffee machine, sink, hot & cold filtered water, cupboards & drawers), gym, sauna, library, bathroom & shower amenities, lounge area, fireplace, Pool Table, Dart Board, 2 x BBQs, 2 x bar fridges, large screen TV, 5 x dining tables & seating, lockers, WiFi & internet

Cost:  Included in site rent  Additional fee (specify)

Available to:  Home owners  Guests / Visitors  Public

Communal open space

Details... Central Park communal area open space with undercover seating and table and 4 x ...  
BBQs

Cost:  Included in site rent       Additional fee (specify)

Available to:  Home owners     Guests / Visitors     Public

Gym

Details... Located at the Clubhouse

Cost:  Included in site rent       Additional fee (specify)

Available to:  Home owners     Guests / Visitors     Public

Library

Details... Located at the Clubhouse

Cost:  Included in site rent       Additional fee (specify)

Available to:  Home owners     Guests / Visitors     Public

Restaurant / Cafe

Details.....

Cost:  Included in site rent       Additional fee (specify)

Available to:  Home owners     Guests / Visitors     Public

Shops

Details.....

Cost:  Included in site rent       Additional fee (specify)

Available to:  Home owners     Guests / Visitors     Public

Park bus or other park-supplied transport options

Details (conditions for use)

Planned - available by 30 November 2026.....

Cost:  Included in site rent  Additional fee (specify)

Home Owner(s) using the Park bus is/are responsible for refilling the fuel tank to full capacity.....

Frequency: After every use.....

Available to:  Home owners  Guests / Visitors  Public

Swimming pool

Indoor  Outdoor  Heated  Not heated

Size: 6 metres x 18.8 metres x 17.6 metres x 3 metres x 11.6 metres x 15.8 metres.....

Details: "L". Shaped pool with lap lanes and general wading area and accessibility ramp.....

In addition to the pool there is a heated Spa - 3 metres x 4.25 metres.....

Cost:  Included in site rent  Additional fee (specify)

Available to:  Home owners  Guests / Visitors  Public

Tennis court / Pickleball

Details: Tennis Court - completed

Pickleball Courts planned - refer to attached Annexure to Form 16, Facilities and amenities.....

Cost:  Included in site rent  Additional fee (specify)

Available to:  Home owners  Guests / Visitors  Public

Changing rooms and showers at sports facilities

Details: Changing rooms and showers located at the Clubhouse.....

Kitchens in communal facilities

Details: 2 x kitchenettes located in the Clubhouse including 2 x wall mounted ovens, 1 x wall mounted microwave oven, 2 x integrated fridge/freezers, coffee machine, sink, hot & cold filtered water, cupboards & drawers.....

Cost:  Included in site rent  Additional fee (specify)

Available to:  Home owners  Guests / Visitors  Public

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

Completed - Visitor RV Hardstand Parking, RV Wash Bay, Dump Point, Dog Off Leash Park, Heated Spa, Bocce Court, Fire Pit.

Planned Additional Facilities - Country Club, Pickleball Courts, Lawn Bowls Green, Hobby Shed; Nature Walking Trail; Open Spaces; Veggie Garden and Park Bus - refer to attached Annexure to Form 16, Facilities and amenities.

### 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:

See Park Rule 4.2

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 24

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

10 X hardstand parking bays with power and water connection for temporary use by Home Owners and Visitors

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

A daily charge of \$40 per day applies for a Visitor parked in a hardstand bay where that Visitor is not residing in the home of the Home Owner that they are visiting.



## Part 4 – Miscellaneous

<p><b>16 Other dwellings</b></p>	<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>
<p><b>17 Development</b></p> <p>Indications of future plans may be subject to change. For more information contact the park owner.</p>	<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><del>Under current authority approvals, the Park will have a total of 213 home... sites on completion.</del></p> <p>.....</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><del>Refer to attached Annexure to Form 16... Facilities and amenities.....</del></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
<p><b>18 Home owners committee</b></p>	<p>Does the park have a home owners' committee?</p> <p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p>
<p><b>19 Letting the home</b></p>	<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?

The Home Owner may have Visitors stay with the Home Owner on a temporary basis in the Manufactured Home for a maximum of seven (7) consecutive nights at a time; and no greater than a total of twenty-eight (28) nights over the course of a calendar year (for all of the Home Owners' Visitors in total over the course of a calendar year, and not per Visitor), subject to the terms of the Site Agreement and the Park Rules:

A maximum of six (6) Visitors may stay with the Home Owner at any one time. Visitor stays other than as provided in this Special Term are subject to the Park Owner's approval in its sole discretion. Refer to Special Term 7.4(b) (19) and (20).

**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's Insurances will be taken out as primary cover and in a form that is to the reasonable satisfaction of the Park Owner.

The Home Owner will provide evidence of the Home Owner's Insurances (and their currency) to the Park Owner within seven days of the Commencement Date of the Site Agreement, and thereafter each year upon renewal of the Home Owner's insurances and otherwise when requested by the Park Owner.

## Part 5 – Park Rules

### 22 Pets

Are there any restrictions on pets in the park?

Yes    No

If yes, provide details:

Refer to Park Rule 6, Keeping of Pets.

### 23 Park rules

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

Park Rules provided as attachment to this Form 16.

## Part 6 – Park details and operations

<p><b>24 Park owner details</b></p>	<p><input type="checkbox"/> <b>Individual owner/s</b></p> <p>Title.....Full name .....</p> <p>Title.....Full name .....</p> <p>Title.....Full name .....</p> <p><input checked="" type="checkbox"/> <b>Corporate owner</b></p> <p>Full company / corporation name AHC Limited</p> <p>Australian Company Number (ACN) 010 544 699</p> <p>Australian Business Number (ABN) 73 010 544 699</p> <p>Business address</p> <p>Suite 30202, Level 2, Southport Central Tower 3</p> <p>Suburb Southport State QLD Post code 4215</p> <p>Phone number 07 5573 2666</p> <p>Email address reception@ahc.com.au</p>
<p><b>25 Park contact</b></p> <p>Please provide contact details for the residential park for information and enquiries if different from above.</p>	<p>Contact name Community Manager</p> <p>Park phone 1800 258 369</p> <p>Park email howardcm@goodliferesorts.com.au</p>

## 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](http://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](mailto:regulatoryservices@housing.qld.gov.au)  
Website: [www.housing.qld.gov.au/housing](http://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](mailto:qrvpas@caxton.org.au)  
Website: [www.caxton.org.au](http://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](http://www.qmhoa.org.au)

### **Seniors Legal and Support Service**

Provides free legal and support services for seniors concerned about elder abuse, mistreatment or financial exploitation.

Caxton Legal Centre Inc  
Level 23, 179 Turbot Street  
Brisbane Qld 4000  
Phone: 07 3214 6333  
Email: [slass@caxton.org.au](mailto:slass@caxton.org.au)  
Website: [www.caxton.org.au/sails\\_slass](http://www.caxton.org.au/sails_slass)

### **Queensland Civil and Administrative Tribunal (QCAT)**

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

GPO Box 1639, Brisbane, QLD 4001  
Phone: 1300 753 228  
Email: [enquiries@qcat.qld.gov.au](mailto:enquiries@qcat.qld.gov.au)  
Website: [www.qcat.qld.gov.au](http://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](mailto:info@qls.com.au)  
Website: [www.qls.com.au](http://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](http://www.justice.qld.gov.au)

## Annexure to Form 16, Facilities and amenities

As at the date of this document, the Park Owner intends to provide additional communal facilities and services at Good Life RV & Lifestyle Resort Fraser Coast in accordance with the reasonably anticipated timeframes, and dependent on the factors and circumstances, noted below.

### **Additional Facilities**

The Park Owner intends to provide the following additional communal facilities and services at Good Life RV & Lifestyle Resort Fraser Coast (referred to as the **Additional Facilities**):

- The Country Club;
- Pickleball Courts;
- Lawn Bowls Green;
- Hobby Shed (estimated completion 30 August 2026);
- Dog Off-leash Park (completed);
- Nature Walking Trail;
- Veggie Garden (commenced - estimated completion 12 June 2026);
- Open Spaces; and
- Park Bus

Works to construct some of the Additional Facilities have commenced.

The Park Owner currently intends for works to construct the Additional Facilities to commence after the sale and settlement of 100 homes, which the Park Owner currently expects to be in about September 2027. On that basis, the Park Owner currently expects that the Additional Facilities will be completed and operational by in about December 2028.

### **Availability and timing**

The Additional Facilities will only be provided if the above stated conditions occur.

The availability and timing of the Additional Facilities is dependent on public and home owner demand and may be subject to change at the Park Owner's discretion.

The:

- timing of the commencement of works to construct the Additional Facilities;
- timing of the completion and operation of the Additional Facilities; and
- provision of the Additional Facilities,

as noted earlier in this document are subject to, dependent on and may be affected by a range of factors including:

## Annexure to Form 16, Facilities and amenities

- market conditions;
- acts beyond the reasonable control of the parties, including:
  - weather conditions;
  - tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
  - strikes, lockouts or other industrial disputes;
  - war, riot, civil strife, invasion, terrorist act, explosion, fire or other act of God;
  - shortage or delay in the availability of goods, labour, trades, materials, plant or equipment required for construction;
  - delays by authorities in giving approvals; and
  - any lawful direction or order by a government body or authority;
- the terms of any applicable development approvals or permits; and
- any applicable physical or other constraints that become apparent in the construction of Good Life RV & Lifestyle Resort Fraser Coast.

The Park Owner reserves the right to:

- alter the timing of the commencement of works to construct the Additional Facilities;
- alter the timing of the completion and operation of the Additional Facilities; or
- change, alter or not proceed with any of the Additional Facilities,

due to the impact of any of the above factors.

Subject to Sections 72 and 73 of the *Manufactured Homes (Residential Parks) Act 2003 (Qld)* (**Act**) and the Home Owner's rights generally under the Act and the Site Agreement, the Home Owner will not object to the Park Owner exercising any of these rights.

# Park Rules

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**Good Life RV & Lifestyle Resort Fraser Coast**

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The Park Rules contain rules about the use, enjoyment, control and management of the Residential Park.

The Park Rules are based on common sense and courtesy, and define acceptable standards that will make the Residential Park an enjoyable place to live for all Home Owners.

Definitions of capitalised terms used in the Park Rules are contained in the "Definitions" section at the end of this document.

## **Park Rule 1 Use and operation of the Communal Facilities**

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### **1.1 Park Manager**

- (a) The opening hours for the Residential Park's office are 10am to 12pm on Tuesday, Wednesday and Thursday only (closed on Monday, Friday, weekends and public holidays) (subject to change by Park Management from time to time).
- (b) The Park Manager may be contacted by telephone on 1800 258 369 and/or by email on [howardcm@goodliferesorts.com.au](mailto:howardcm@goodliferesorts.com.au) during office hours, after hours or in an emergency.
- (c) Where practical to do so, if a Home Owner requires the assistance of the Park Manager, the Home Owner should contact the Park Manager by telephone or email and, if necessary, make an appointment to discuss the matter.
- (d) If a Home Owner wishes to report an issue with respect to, or request that maintenance be performed to, any Communal Facility:
  - (1) the Home Owner must notify the Park Manager; and
  - (2) Park Management will consider the matter and take such steps that Park Management considers reasonable and necessary in the circumstances.
- (e) If a Home Owner becomes aware of any damage, loss, malfunction or equipment failure with respect to any Communal Facility, the Home Owner must:
  - (1) immediately report the damage, loss, malfunction or equipment failure to the Park Manager;
  - (2) not attempt to fix or rectify the damage, loss, malfunction or equipment failure (as doing so may cause serious injury); and
  - (3) immediately cease using the relevant facility until informed otherwise by the Park Manager.

## 1.2 Visitors

- (a) Visitors must observe and comply with the Park Rules.
- (b) Home Owners must:
  - (1) accompany their Visitors in the Communal Facilities;
  - (2) inform their Visitors of the Park Rules;
  - (3) ensure that their Visitors comply with the Park Rules;
  - (4) accompany, supervise and exercise effective control over Children with or visiting the Home Owner at all times while they are within or using the Communal Facilities; and
  - (5) if their Visitors:
    - (A) disturb the peace and quiet of others lawfully in the Communal Facilities; or
    - (B) fail and/or refuse to comply with the Park Rules,promptly cause such person/s to leave the Communal Facilities. In such circumstances, Park Management may also ask the Visitors to leave the relevant area of the Communal Facilities immediately; and, for repeated breaches, refuse them permission to access and use the Communal Facilities.
- (c) Home Owners are responsible for:
  - (1) the safe use of the Communal Facilities by their Visitors;
  - (2) the conduct of their Visitors and any non-compliance by their Visitors with the Park Rules; and
  - (3) the activities and supervision of Children with or visiting the Home Owner while they are within or using the Communal Facilities.

## 1.3 Access and security

- (a) Access to the Residential Park is granted via:
  - (1) an access fob that can be used to open both the vehicular entrance gate and the pedestrian entrance gate at the front entrance to the Residential Park; and
  - (2) an intercom system that can be used for Visitors.
- (b) Visitors may gain access by dialling the relevant Site number using the keypad at the main entry gate or pedestrian access gate. Home Owners must only provide access to their own Visitors.

- (c) As the Residential Park is a secure gated community, Home Owners must not give any other person access to the Residential Park via any gated or secure entry unless:
  - (1) that person is a Visitor of the Home Owner;
  - (2) that person is a tradesperson engaged by the Home Owner in compliance with the Site Agreement; or
  - (3) it is to allow access for an emergency service.
- (d) Tail-gating is not permitted at any vehicular gated entrance to or within the Residential Park.
- (e) Home Owners and Visitors must allow any secure gate to fully close behind their Vehicle or themselves upon entry and exit, to ensure that unauthorised vehicles or persons do not gain access to the Residential Park.
- (f) Park Management may change any applicable security codes or procedures from time to time, and will promptly inform Home Owners of any such changes.
- (g) Home Owners that become aware of any theft, trespassing or vandalism must inform Park Management immediately.

### **1.4 Emergencies**

If an emergency occurs within the Communal Facilities, phone 000 first, notify Park Management and otherwise follow the emergency plan in place for the Residential Park.

### **1.5 Mail**

- (a) Letters to Home Owners will be delivered by Australia Post to their allocated mailbox at the entrance to the Residential Park.
- (b) Home Owners are responsible for:
  - (1) clearing their allocated mailbox on a regular basis; and
  - (2) securing their allocated mailbox.
- (c) Home Owners are responsible for ensuring that parcels and courier deliveries are brought by the courier or delivery person to the applicable Home Owner's Site Area and for making arrangements to ensure that they are safely delivered to the Home Owner. The Home Owner must provide the delivery person with access to the Residential Park via the front gate upon arrival in order to do so.

### 1.6 Notice board

- (a) A notice board will be located in a prominent position at the Clubhouse in the Residential Park, or in another location determined by Park Management from time to time.
- (b) In addition to any other matters relevant to the Residential Park, the notice board may be utilised to:
  - (1) promote activities organised at the Residential Park; and
  - (2) advertise the formation or organisation of groups and activities at the Residential Park.
- (c) Park Management may, where it is reasonable and lawful to do so, add or remove any notices or advertisements on the notice board.

### 1.7 Presentation

- (a) To maintain the style and presentation of the Residential Park, Home Owners (and their Visitors) must not without the prior written approval of Park Management:
  - (1) plant any tree, plant or shrub in the Communal Facilities;
  - (2) use or develop any part of the Communal Facilities as a garden; or
  - (3) remove or cause any damage to any lawn, garden, landscaping, tree, shrub, plant or flower in the Communal Facilities.
- (b) An approval under this Park Rule:
  - (1) must be in writing and state the period for which it is given; and
  - (2) may be cancelled by Park Management giving 7 days written notice to the relevant Home Owner.

### 1.8 Obstruction and behaviour

- (a) Home Owners and Visitors must not obstruct the lawful use of the Communal Facilities by another person lawfully entitled to do so (however, Home Owners have precedence over Visitors in the use of the Communal Facilities).
- (b) Home Owners and Visitors must at all times act in a courteous and socially acceptable manner while within and when using the Communal Facilities.
- (c) Acts of violence, aggression, intimidation, bullying or nuisance, or that cause damage to person/s or property, are prohibited. If any person exhibits such behaviour, Park Management reserves the right to:

- (1) ask them to leave the relevant area of the Communal Facilities immediately;
- (2) for repeated breaches, refuse them permission to access and use the Communal Facilities; and
- (3) communicate with them solely in writing.

### **1.9 Further Development in relation to the Communal Facilities**

The Park Owner (or another entity authorised by the Park Owner) may undertake Further Development in relation to the Communal Facilities, which may result in:

- (a) noise, dust, traffic, vibrations or other nuisance; and/or
- (b) Communal Facilities being temporarily unavailable or obstructed,

and the Park Owner (or another entity authorised by the Park Owner) will at all times use reasonable endeavours to ensure that any inconvenience caused is minimised to a reasonably practicable extent.

### **1.10 Withdrawing or restricting access to the Communal Facilities**

- (a) If Park Management has reasonable grounds to do so, Park Management, in its discretion acting reasonably, may:
  - (1) withdraw;
  - (2) temporarily close or restrict access to; or
  - (3) restrict the use by any nominated person of, any of, or any part of, the Communal Facilities.
- (b) Park Management may temporarily close or restrict access to any of, or any part of, the Communal Facilities:
  - (1) as a reasonable response to an emergency;
  - (2) in compliance with any duty or requirement imposed:
    - (A) under any law;
    - (B) by an entity acting under the authority of any law; or
    - (C) by any Government Authority; or
  - (3) where Park Management reasonably considers that the closure or restriction is necessary to protect the health and safety of any person lawfully within the Residential Park.

### 1.11 Opening Hours of Communal Facilities

- (a) The opening hours for the Communal Facilities (where appropriate) will be:
  - (1) as advertised (by way of signage or otherwise) by Park Management from time to time; and
  - (2) subject to variation or temporary closure at any time for special events, functions, maintenance or at the sole discretion of Park Management.
- (b) The Communal Facilities must not be used outside of their opening hours.

### 1.12 Use of Communal Facilities

- (a) The Communal Facilities are for the use and enjoyment of Home Owners and Visitors in accordance with the Park Rules and the Site Agreement.
- (b) Home Owners and Visitors using the Communal Facilities **must**:
  - (1) use the Communal Facilities:
    - (A) only during the opening hours and in accordance with the Park Rules;
    - (B) in a safe and reasonable manner – taking care for their own safety and the safety of others;
    - (C) in accordance with:
      - (i) any operating instructions provided;
      - (ii) all applicable laws; and
      - (iii) any reasonable directions given by, or displayed at or within the Communal Facilities by, Park Management from time to time;
  - (2) behave in a proper and orderly way, and with respect to fellow Home Owners and Visitors, when using the Communal Facilities;
  - (3) comply with any reasonable direction or requirement given by Park Management (including, with respect to signage, the use or operation of the Communal Facilities, or the behaviour of persons using the Communal Facilities) from time to time;
  - (4) before using, or attempting to use, the Communal Facilities:
    - (A) be responsible for ensuring that they are:

- (i) well enough; and
    - (ii) physically able,

to use the Communal Facilities in a safe and reasonable manner (including obtaining any reasonable health checks from their doctor); and
  - (B) be familiar with the contents of any user manual or other document about the proper use of the Communal Facilities made available or published by Park Management from time to time, and comply with the requirements of such manuals or documents when using the Communal Facilities;
- (5) wear appropriate clothing and footwear or as reasonably directed by Park Management;
- (6) show proper regard to the rights of other Home Owners and Visitors to peacefully enjoy the Communal Facilities and neighbouring Sites (however, Home Owners have precedence over Visitors in the use of the Communal Facilities);
- (7) after each use:
- (A) leave the Communal Facilities in a neat and tidy condition;
  - (B) return to, and store in, their original location or designated storage area all items, equipment, incomplete work materials and furniture used or moved;
  - (C) turn off all lights, fans and similar items;
  - (D) wash all dishes, glasses and utensils used in the dishwashers provided, and return and store them in their original location;
  - (E) clean, sweep and tidy the Communal Facilities, and clear away all rubbish and mess; and
  - (F) report to Park Management any:
    - (i) damage or breakage (for which the relevant Home Owner will be responsible (unless due to fair wear and tear)); and
    - (ii) incident or accident;
- (8) if:
- (A) the Home Owner or their Visitors:
    - (i) contracts;

- (ii) has been exposed to; or
    - (iii) is reasonably considered to be at risk of contracting, any notifiable infectious disease; or
  - (B) any notifiable infectious disease occurs in the Communal Facilities,
- do each of the following:
  - (C) immediately notify Park Management and any Government Authority of the infectious disease;
  - (D) not be present in or use the Communal Facilities;
  - (E) reimburse the Park Owner its reasonable costs of, if necessary:
    - (i) thoroughly fumigating and disinfecting the Communal Facilities;
    - (ii) replacing any items that are disposed of;
  - (F) comply with all other reasonable requirements and directions of Park Management with respect to the infectious disease; and
  - (G) comply with all requirements and directions of any Government Authority with respect to the infectious disease; and
- (9) adhere to all reasonable health and safety procedures with respect to the operation or use of the Communal Facilities from time to time where:
  - (A) reasonably required by Park Management; or
  - (B) required by any Government Authority.
- (c) Home Owners and Visitors using the Communal Facilities **must not**:
  - (1) adjust or interfere with the operation of any equipment associated with the Communal Facilities, unless the Home Owner has written authority from Park Management to do so;
  - (2) use the Communal Facilities outside of their designated opening hours;
  - (3) use the Communal Facilities for anything other than their intended purpose;

- (4) damage or cause the Communal Facilities to be damaged; in which case the Home Owner is responsible for and must rectify and/or pay for the damage so caused;
- (5) engage in offensive or threatening behaviour (including, without limitation, physical or verbal assault; indecent, offensive, obscene, insulting or threatening language; or theft of property belonging to a Home Owner or Visitor), in which case Park Management may:
  - (A) ask them to leave the relevant area of the Communal Facilities immediately;
  - (B) for repeated breaches, refuse them permission to access and use the Communal Facilities; and
  - (C) communicate with them solely in writing;
- (6) use the Communal Facilities recklessly or without regard for the Park Rules or for others' use and enjoyment of the Communal Facilities; in which case Park Management may withdraw a Home Owner's right to use any or all of the Communal Facilities;
- (7) remove any equipment, furniture or other items from the Communal Facilities;
- (8) add anything or make any improvements to the Communal Facilities without the prior written approval of Park Management, which will be at Park Management's discretion and on such terms and conditions as Park Management deems appropriate;
- (9) smoke in, or in close proximity to, the Communal Facilities, unless in an area signed and designated by Park Management for smoking and on the basis that butts are disposed of correctly;
- (10) use any illegal drugs or other substances in, or in close proximity to, the Communal Facilities;
- (11) consume alcohol:
  - (A) in the Hobby Shed, RV Wash Bay, Gym or Sauna;
  - (B) other than in areas designated by Park Management as an area where the consumption of alcohol is permitted; or
  - (C) excessively,noting that, where alcohol is served, the principles of the responsible service of alcohol apply;
- (12) use any of the Communal Facilities while under the influence of alcohol or drugs;

- (13) have glass containers or receptacles or any form of glassware within:
    - (A) any paved areas; or
    - (B) the swimming pool and spa area;
  - (14) allow a Pet (except for an Excluded Animal) to be brought into, or in close proximity of, the Communal Facilities;
  - (15) conduct illegal activities or engage in behaviour that may endanger other persons in, or in close proximity to, the Communal Facilities;
  - (16) obstruct:
    - (A) any Home Owner's or Visitor's ability to use the Communal Facilities; and
    - (B) Park Management or its employees, agents and contractors in the performance of their duties with respect to the Communal Facilities; and
  - (17) with respect to Park Management, any other home owner (or their Visitors) or any other person lawfully in the Communal Facilities, cause them or expose them to any health and safety risks in the Communal Facilities.
- (d) Home Owners and Visitors using the Communal Facilities do so at their own risk (unless the Park Owner or the Park Owner's employees, contractors or agents causes the Home Owner loss because they are negligent, have breached a contractual duty of care, or are in breach of the Act).
  - (e) A Home Owner must not have more than two Visitors with them at a time in the Communal Facilities unless prior written approval to do so is given by Park Management.

### 1.13 Bookings

- (a) Park Management may establish and operate a booking system to ensure the orderly and fair operation and use of the Communal Facilities.
- (b) Where a booking system is established and operational, each booking of a Communal Facility must be:
  - (1) made in accordance with Park Management's booking system; and
  - (2) approved by Park Management.

- (c) Use of the Communal Facilities will be granted on a “first come, first served” basis, such that:
- (1) no guarantee can be given that booking requests can or will be accommodated; and
  - (2) a valid booking may exclude others using the relevant Communal Facility during the time period to which the booking applies,
- but Park Management reserves the right to decline a booking for any reason.
- (d) Bookings that, in the reasonable opinion of Park Management, monopolise a Communal Facility cannot be made without the prior approval of Park Management, which will be at Park Management's discretion. In doing so, Park Management will assess the appropriateness of the event or function having regard to the community and other Home Owners' interests.
- (e) Park Management reserves the right to charge a bond to accept a booking for a large group function to cover the costs of cleaning and/or repair of any damage. If, in the reasonable opinion of Park Management, adequate cleaning has not been performed or damage has occurred, Park Management may withhold the bond:
- (1) until such time as the necessary cleaning and repairs have been undertaken; or
  - (2) apply it to the costs of the necessary cleaning and repairs.
- (f) Park Management may display in the Residential Park office (or other location determined by Park Management from time to time) details of approved bookings for certain Communal Facilities for an advance period considered reasonable by Park Management; in which case Park Management will regularly update the display.
- (g) To the extent permissible by law and subject to the Act, should a dispute arise between Home Owners in relation to the booking of a Communal Facility, the dispute will be determined by Park Management acting reasonably; and the Home Owners will observe that decision.
- (h) If a Home Owner uses a Communal Facility (other than for their sole personal use) for a function, event or activity, the Home Owner who books the function, event or activity:
- (1) will be fully responsible for:
    - (A) the function, event or activity at their own risk;
    - (B) complying with all laws with respect to the service or sale of alcohol; and

- (C) all attendees or participants at the function, event or activity; and
- (2) must hold an appropriate level of public liability insurance for the function, event or activity.
- (i) The Communal Facilities must not be used contrary to any booking system that is operated.

### 1.14 Group activities

- (a) Any applicable group activities available to Home Owners will be promoted within the Residential Park. Such group activities may be run by external providers, Residential Park staff or volunteers.
- (b) A Home Owner may not invite more than two Visitors at a time to participate in a group activity unless prior written approval to do so is given by Park Management.
- (c) If a Home Owner wishes to participate in a group activity, the Home Owner must:
  - (1) sign-up for the applicable group activity at the Residential Park office; and
  - (2) agree to any terms relating specifically to the group activity in order to participate.

### 1.15 Storage

If any Communal Facility also provides a designated area in which Home Owners' items or equipment may be stored, the storage of those items or equipment by the Home Owner is at the Home Owners' risk.

### 1.16 Gym

- (a) Gym equipment must only be used for its respective intended purpose, and in a safe and responsible manner.
- (b) Users must read and follow all operating instructions and related information to ensure the correct use of the gym equipment.
- (c) Users must wear appropriate apparel and enclosed athletic footwear at all times.
- (d) Users must bring their own towel, which must be placed over seats or benches at all times when using the gym equipment.
- (e) After use, gym equipment must be:
  - (1) wiped down and sanitised with sanitary equipment provided; and
  - (2) returned to its original location or designated storage area.

- (f) Gym equipment must not be removed from the gym.
- (g) Food and beverages (except for water) must not be consumed in the gym. Alcohol must not be consumed in the gym.
- (h) The gym must be left in a clean and tidy manner, with any windows and doors securely closed, and any lights and air conditioning turned off.

### **1.17 Sauna**

- (a) Appropriate bathing attire must be worn.
- (b) Users must shower prior to entering the sauna and also on exiting the sauna.
- (c) Users must bring and use a clean towel to protect the benches.
- (d) Metal jewellery must be removed prior to entering the sauna.
- (e) Food and beverages must not be consumed in the sauna. Alcohol must not be consumed in the sauna.
- (f) For safety reasons, users must be in the sauna only for a reasonable period; and it is recommended that a user be accompanied by a buddy while in the sauna.
- (g) Glassware, razors or other sharp items, combustible materials and electronic equipment are not permitted in the sauna.
- (h) The sauna equipment must not be altered or interfered with.
- (i) Items must not be placed near any hot or heated sauna equipment, and the sauna must not be used for drying clothes or other items.
- (j) The maximum number of people who can be in the sauna at any one time is four.

### **1.18 Swimming pool and spa**

- (a) Pool gates must be closed securely upon entry and exit.
- (b) Users must familiarise themselves with the swimming pool depths and any steps or ledges under the water before use.
- (c) Users must not utilise the swimming pool and spa in a manner that jeopardises the safety and enjoyment of others.
- (d) Running, pushing, jumping, diving, and disorderly or boisterous behaviour are prohibited.
- (e) Food and beverages must not be taken to or consumed in or around the swimming pool and spa.

- (f) Glass containers or receptacles of any type are not to be brought into the swimming pool and spa area under any circumstances.
- (g) Noise must be kept to an acceptable level.
- (h) Pool furniture must not be removed.
- (i) Users must practice good hygiene when using the swimming pool and spa, including that they must:
  - (1) wear appropriate swimwear;
  - (2) ensure that babies wear waterproof swimmer nappies;
  - (3) shower before entering the swimming pool and spa; and
  - (4) not use the swimming pool and spa if the person has an open wound, has an infectious disease or virus, or is otherwise unwell.
- (j) In the interests of safety, users must observe and comply with any additional rules for use of the swimming pool and spa that are displayed therein from time to time.

### **1.19 Tennis court and Pickleball courts**

- (a) Users must wear appropriate attire and non-marking footwear at all times on the court surface.
- (b) Food and beverages (except for water) must not be consumed.
- (c) Glassware is not permitted.
- (d) The courts must only be used for their intended purpose.
- (e) Bookings for the courts may be made for a maximum period of ninety minutes.

### **1.20 Barbeque areas**

- (a) These spaces must be left in a clean and tidy manner with all:
  - (1) used surfaces, barbeque plates and grills cleaned;
  - (2) used communal crockery and utensils washed and stored away;
  - (3) rubbish and food waste cleared away and disposed of; and
  - (4) barbeques turned off at their fuel or ignition source.
- (b) Care must be taken with food and beverages, and the preparation of them.

### 1.21 Fire pit

- (a) Users must follow the operating instructions located at the fire pit.
- (b) Children must:
  - (1) be supervised at all times while in the fire pit area; and
  - (2) not be permitted to light or put out the fire.
- (c) Flammable liquids must not be used to light the fire pit, as doing so may cause serious injury. Only the provided materials are to be used.
- (d) The fire pit must be fully extinguished by the last user of the fire pit.

### 1.22 Ten Pin Bowling Alley

- (a) Bowling shoes must be worn.
- (b) Food and beverages (except for water) must not be consumed.
- (c) Users must read and follow all operating instructions and related information displayed to ensure the correct use of the facility and the provided equipment.
- (d) Users must not interfere with or alter the facility or the provided equipment.
- (e) The facility contains mechanical equipment that contains moving parts, is dangerous and can cause serious injury. This equipment must not be interfered with, and hands must be kept away from the ball return and ball return tray.
- (f) In the event of any malfunction or failure of any equipment (including if a ball or pin is stuck or the bumper must be raised or lowered), users must:
  - (1) immediately report the malfunction or failure to the Park Manager;
  - (2) not attempt to fix or rectify the malfunction or failure (as doing so may cause serious injury); and
  - (3) immediately cease using the equipment until informed otherwise by the Park Manager.
- (g) The provided equipment must only be used for its respective intended purpose, and in a safe and responsible manner.
- (h) The area must be left in a clean and tidy manner with:
  - (1) all rubbish cleared away and disposed of;

- (2) all provided equipment used returned to its original location or designated storage area;
  - (3) all personal items removed; and
  - (4) any windows and doors closed, and any lights and air conditioning turned off.
- (i) The provided equipment must not be removed from the area.
  - (j) Any missing or damaged equipment must be promptly reported to Park Management.
  - (k) The maximum number of people who can play at any one time is six per lane.

### 1.23 Putting Green

- (a) The putting green may be used for putting only. Chipping or other shots are not permitted.
- (b) Care must be taken with the green surface and the golf holes.
- (c) All equipment used must be put away or removed after use.
- (d) The area must be left in a clean and tidy manner, with all rubbish and personal items removed.

### 1.24 Computer room

- (a) Access to the computers will be granted by a username and password issued by Park Management. Users are responsible for, and must take all reasonable precautions to maintain, the integrity of their password and any other security mechanisms.
- (b) Users must take good care in using the equipment and ensure that the correct operating procedures are properly followed.
- (c) Equipment, sockets, and/or cables must not be interfered or tampered with, removed from their original location, or removed from the area.
- (d) In the event of a malfunction or failure of any equipment, users must:
  - (1) immediately report the malfunction or failure to the Park Manager;
  - (2) not attempt to fix or rectify the malfunction or failure; and
  - (3) immediately cease using the equipment until informed otherwise by the Park Manager.
- (e) Users must ensure that any external devices (such as a USB flash drive, CD, storage device etc) are virus free before they are connected.

- (f) Users must:
  - (1) act and behave responsibly in the use of the computer equipment;
  - (2) comply with all relevant laws; and
  - (3) use all software installed in accordance with its licence terms and conditions.
- (g) Users must **not** use the computer equipment to:
  - (1) infringe copyright;
  - (2) use unlicensed software;
  - (3) access, store, submit or distribute material that is offensive, defamatory, discriminatory, obscene, anti-social or otherwise illegal;
  - (4) harass, insult, bully, humiliate or cause offence to others;
  - (5) install or spread a computer virus;
  - (6) access protected sections of any network, damage any network, obtain others' passwords or access others' accounts;
  - (7) interfere with the integrity of any system or data stored on any system;
  - (8) perform any unauthorised access or activity; or
  - (9) do anything that damages, restricts, jeopardises, impairs or undermines the performance, usability or accessibility of the computer equipment, its systems and its stored data.
- (h) Users must close all programs and log off at the completion of use. If not, Park Management reserves the right to log off the session to allow others to use it and, in those circumstances, Park Management is not responsible for any resulting loss of data or work.
- (i) Food and beverages (except for water) must not be consumed.
- (j) The area must be left in a clean and tidy manner, with all rubbish and personal items removed.

### 1.25 Art & Craft Room

- (a) Users must first familiarise themselves with any safety data sheets or manuals located in the Art & Craft Room.
- (b) Users must supply their own art and craft materials to use as required.

- (c) Materials (except for chemicals or toxic materials) may be kept in the Art & Craft Room for a short period of time and, if so, they are left at the owner's own risk.
- (d) Toxic materials must be disposed of in accordance with the manufacturer's directions.
- (e) Users may bring their own electrical equipment and appliances to use in the Art & Craft Room, but they must be:
  - (1) tested and tagged in accordance with Queensland law;
  - (2) used safely and at the user's own risk; and
  - (3) not left in the Art & Craft Room.
- (f) If necessary, personal protective equipment or clothing must be worn.
- (g) Food and beverages (except for water) must not be consumed in the Art & Craft Room.
- (h) The Art & Craft Room must be left in a clean and tidy manner with:
  - (1) all bench tops, work areas and floors cleaned and tidied;
  - (2) all materials or items used returned to their original location or designated storage area;
  - (3) all rubbish cleared away and disposed of; and
  - (4) any windows and doors closed, and any lights and air conditioning turned off.

### **1.26 Music room**

- (a) Users may bring their own music equipment to use in the music room, but it must be:
  - (1) tested and tagged in accordance with Queensland law;
  - (2) used safely and at the user's own risk; and
  - (3) not left in the music room.
- (b) Users must ensure that noise does not unreasonably emanate from the music room and, at a minimum, must shut all doors and windows when in use. The terms of the Site Agreement and the Park Rules with respect to noise must be complied with.
- (c) The provided equipment must only be used for its respective intended purpose, and in a safe and responsible manner.

- (d) The music room must be left in a clean and tidy manner with:
  - (1) all rubbish cleared away and disposed of;
  - (2) all provided equipment used returned to its original location or designated storage area;
  - (3) all personal items and music equipment removed; and
  - (4) any windows and doors closed, and any lights and air conditioning turned off.
- (e) The provided equipment must not be removed from the area.
- (f) Any missing or damaged equipment must be promptly reported to Park Management.

### **1.27 Cinema**

- (a) Bookings for the Cinema may be made for a maximum period of three hours.
- (b) Home Owners or Park Management may arrange for popular events (such as sporting events) to be screened at the Cinema, for which bookings may be made.
- (c) Care must be taken with food and beverages in the Cinema.
- (d) Home Owners cannot use the movie theatre equipment unless they have first satisfactorily completed an induction session conducted by Park Management as to the use of this equipment.
- (e) The Cinema must be left in a clean and tidy manner, with all rubbish removed, and the cinema equipment, air conditioning and any lighting turned off.
- (f) For the enjoyment of other users of the Cinema, mobile phones are to be switched off or to silent mode while in the Cinema.

### **1.28 Billiard Tables**

- (a) Care must be taken with the billiard tables and surfaces.
- (b) Glassware, food and beverages must not be placed on the billiard tables or surfaces.
- (c) No form of gambling is permitted.
- (d) Appropriate clothing and footwear must be worn at all times.
- (e) The provided equipment must only be used for its respective intended purpose, and in a safe and responsible manner.

- (f) Users may bring and use their own cues and other equipment, but it must not be left in the billiards area.
- (g) At the end of each use, the billiard tables must be set up in readiness for the next game.
- (h) The billiards area must be left in a clean and tidy manner with:
  - (1) all rubbish cleared away and disposed of;
  - (2) all provided equipment used returned to its original location or designated storage area;
  - (3) all personal items and equipment removed; and
  - (4) any windows and doors closed, and any lights and air conditioning turned off.
- (i) The provided equipment must not be removed from the billiards area.
- (j) Any missing or damaged equipment must be promptly reported to Park Management.

### **1.29 Library**

- (a) The library will be stocked with material provided by Home Owners, and Home Owners are invited to contribute appropriate books, magazines, CD's, DVD's and the like that are in good condition to the library.
- (b) Park Management takes no responsibility for any materials donated or contributed.
- (c) The items stocked in the library may be borrowed, and items must be returned within seven days.
- (d) The library is a quiet area and noise must be kept to a minimum at all times.

### **1.30 Lawn Bowls**

- (a) Appropriate bowls shoes (or similar) and attire must be worn at all times on the green surface.
- (b) Care must be taken with the green surface.
- (c) All equipment (including mats, bowls and other items) must be returned to its original location and/or put away after use. If any such equipment is stored in a designated storage area in the lawn bowls area, then it is stored there at the Home Owner's risk.
- (d) Children are not permitted on the green surface.

- (e) Food and beverages (except for water) must not be consumed on the green surface.
- (f) Mobile telephones and other electronic equipment must be put into silent mode or switched off while in the lawn bowls area.
- (g) From time to time, Park Management may undertake maintenance and/or repair of the green surface, and no play may take place during that time.
- (h) The Lawn Bowls facility must be left in a clean and tidy manner with all rubbish, food waste and belongings removed and disposed of appropriately.
- (i) Park Management reserves the right to require bowls to be played in east/west and north/south directions from time to time to preserve the life of the bowling green.

### 1.31 RV Wash Bay

- (a) The RV Wash Bay may be used for the washing of:
  - (1) Home Owners' Vehicles; and
  - (2) Visitors' Vehicles that have first been registered with Park Management.
- (b) The RV Wash Bay must be entered and exited in accordance with the displayed signage.
- (c) Alcohol must not be consumed in the RV Wash Bay.
- (d) Users must read and follow all operating instructions and related information displayed within the RV Wash Bay to ensure the correct use of the facility and the provided equipment.
- (e) After use, the RV Wash Bay must be washed down to remove all dirt, grime and suds, in readiness for the next user.

### 1.32 Hobby Shed

- (a) Home Owners must first satisfactorily complete an induction session conducted by Park Management as to the hobby shed (**Approved Hobby Shed Users**) before using the hobby shed or any of the tools and equipment.
- (b) Only Approved Hobby Shed Users may use the hobby shed.
- (c) Approved Hobby Shed Users will be provided with a key to access the hobby shed. Approved Hobby Shed Users must not allow other persons (who are not Approved Hobby Shed Users) to access the hobby shed.

- (d) Approved Hobby Shed Users use the hobby shed, and any of its tools and equipment, at their own risk.
- (e) Approved Hobby Shed Users must:
  - (1) first familiarise themselves with any safety data sheets or manuals located in the hobby shed;
  - (2) follow all safety procedures, instructions and guidelines displayed;
  - (3) operate tools and equipment in accordance with their instructions; and
  - (4) if necessary, wear appropriate personal protective equipment or clothing.
- (f) Tools and equipment must only be used for its intended purpose, and in a safe and responsible manner.
- (g) Approved Hobby Shed Users may bring their own tools and equipment to use in the hobby shed, but they must be:
  - (1) tested and tagged in accordance with Queensland law;
  - (2) used safely and at the user's own risk; and
  - (3) not left in the hobby shed.
- (h) Food and beverages (except for water) must not be consumed in the hobby shed. Alcohol must not be consumed in the hobby shed.
- (i) For safety reasons, Visitors and Children are not permitted in the hobby shed.
- (j) The hobby shed must be left in a clean and tidy manner with:
  - (1) all bench tops, work areas and floors cleaned and tidied;
  - (2) all tools and equipment returned to its original location or designated storage area;
  - (3) all rubbish cleared away and disposed of; and
  - (4) any windows and doors closed, and any lights and air conditioning turned off.
- (k) Dangerous goods or liquids must not be stored in the hobby shed.

## Park Rule 2 Making and abatement of noise

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### 2.1 Noise

- (a) Within the Residential Park, Home Owners and their Visitors must:
- (1) comply with all relevant Government Authority laws and requirements with respect to noise and the times within which noise is permitted (except in the event of an emergency which necessitates urgent remediation or work to be performed outside of these hours);
  - (2) not create noise that:
    - (A) may be an annoyance or nuisance to; or
    - (B) is likely to interfere with the peaceful and quiet enjoyment of,  
  
other Home Owners, Visitors or persons lawfully in the Residential Park;
  - (3) not hold, or permit to be held, any social gathering that causes noise which unlawfully interferes with the peaceful and quiet enjoyment of other Home Owners or Visitors within the Residential Park;
  - (4) ensure that all musical instruments, wirelesses, radiograms, television sets and the like are controlled so that the sound emanating therefrom is at a reasonable level so as not to cause annoyance to other Home Owners or Visitors within the Residential Park; and
  - (5) comply with any reasonable directions given by Park Management regarding noise.
- (b) In the event of unavoidable noise, Home Owners must take all practical steps to minimise annoyance to other Home Owners and Visitors, including by (where relevant and appropriate) closing all doors, windows and window coverings of the relevant area.
- (c) When Home Owners and their Visitors:
- (1) leave their Site Area, the Communal Facilities or the Residential Park; or
  - (2) return to their Site Area, the Communal Facilities or the Residential Park,  
  
late at night or in the early morning hours, they must do so quietly.

- (d) Excessive noise, the sounding of horns, whistles, bells and similar devices, or boisterous behaviour is prohibited.

### **Park Rule 3 Carrying on of sporting and other recreational activities**

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#### **3.1 Nuisance or annoyance**

Home Owners and their Visitors:

- (a) will not permit or carry on any sport or recreational activity that is unsafe, or is a nuisance or an annoyance to other Home Owners, Visitors or persons lawfully in the Residential Park; and
- (b) must comply with any reasonable directions given by Park Management regarding the carrying on of such activities.

#### **3.2 Bicycles and scooters**

- (a) Bicycles and scooters are permitted to be ridden on the Residential Park's roads and designated pathways only, on the basis that the operator does so entirely at their own risk. The operator must:
  - (1) wear an approved safety helmet in accordance with Queensland transport regulations;
  - (2) ride with due care and consideration for other persons lawfully within the Residential Park;
  - (3) not unreasonably disturb or cause a nuisance to any person lawfully in the Residential Park; and
  - (4) have appropriate lighting in use when riding at night.

#### **3.3 Children**

- (a) Home Owners are responsible for supervising and exercising effective control over any Children visiting the Home Owner while they undertake any permitted sporting or recreational activities in the Residential Park.
- (b) Riding or using bikes, scooters, skateboards, roller blades, go-carts and other similar items or activities on the Residential Park's roads, walking paths or other thoroughfares is prohibited

#### **3.4 Other sporting activities**

Unless in a designated area (if any) for the relevant sport or pastime:

- (a) riding or using push bikes, scooters, skates, skateboards, roller blades and other similar devices, items and activities; or
- (b) playing ball games or other sports,

on the Residential Park's roads, walking paths or other thoroughfares, is prohibited.

### **Park Rule 4 Speed limits for, and parking of, Vehicles**

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#### **4.1 Speed limits for Vehicles**

- (a) The roadways within the Residential Park are designated shared zones in which pedestrians have absolute right of way.
- (b) Vehicles driven within the Residential Park must be kept on the roadways designated for vehicular traffic only.
- (c) Vehicles must not exceed a speed limit, unless otherwise signed, of 20km/hr within the Residential Park.
- (d) Park Management may direct any person operating a Vehicle in the Residential Park in excess of the speed limit to remove their Vehicle from the Residential Park.

#### **4.2 Parking of Vehicles**

- (a) Home Owners must park their Vehicles wholly within:
  - (1) the garage part of the Manufactured Home only; or
  - (2) the driveway of the Site Area on a temporary basis (for less than 12 hours) only,and not parked otherwise, elsewhere in the Residential Park or in a manner that obstructs access to any part of the Residential Park.
- (b) Vehicles (or any part of them) must not be parked or be allowed to stand:
  - (1) on the Communal Facilities in the Residential Park;
  - (2) on roadways, footpaths, verges, reserves or other common areas in the Residential Park unless in a designated Vehicle parking space;
  - (3) in a manner that:
    - (A) obstructs access to any part of the Residential Park; or
    - (B) causes a nuisance to any person lawfully in the Residential Park.
- (c) Visitors:
  - (1) must park their motor vehicles:

- (A) in accordance with Rule 4.2(a); or
  - (B) in the Visitor Car Park during the periods allowed by Park Management; and
- (2) may bring their caravans, campervans, boats, jet skis, trailers, recreational vehicles, motorhomes or similar into the Residential Park and must be parked in the designated Visitor hardstand parking area in accordance with the Park Rules.
- (d) The Visitor Car Park is to be used by Visitors only and is not permitted to be used for any form of long-term parking.
- (e) Tradesperson or delivery Vehicles must be:
- (1) parked in accordance with Rule 4.2(a);
  - (2) not parked on roads, footpaths, verges, park reserves or on the Communal Facilities; and
  - (3) not parked in a way that hinders Park Management, any other home owner, or any other person lawfully in the Residential Park.
- (f) Only Vehicles that:
- (1) are registered;
  - (2) have adequate third party insurance;
  - (3) are roadworthy; and
  - (4) do not have a noisy exhaust or motor, or that leak excessive oil or other fluids (in which case, any damage that is caused to the Residential Park by doing so must be removed, cleaned or fixed by the person responsible),
- may enter, be driven (by persons who are appropriately licensed) or be parked in the Residential Park.
- (g) Vehicles must be parked in accordance with any applicable signage in the Residential Park.
- (h) While parked, no work (apart from very minor repairs) is to be performed on a Vehicle.
- (i) Vehicles may be parked wholly within the Site Area or the Site Area's driveway, while they are being washed.
- (j) Heavy or commercial vehicles and trucks must not enter or be parked within the Residential Park unless prior approval to do so is obtained from Park Management.

- (k) Home Owners and their Visitors must otherwise comply with any reasonable direction given by Park Management regarding the parking of Vehicles.
- (l) If the owner or operator of any Vehicle does not comply with, or does not operate that Vehicle in accordance with, this Park Rule, they may be refused entry in that Vehicle or be required to remove that Vehicle from the Residential Park.

### **Park Rule 5 Disposal of refuse**

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#### **5.1 Refuse**

- (a) Refuse must be disposed of in the Home Owner's designated rubbish bins (being, a general waste bin and a recycling bin).
- (b) General refuse must be placed in the Home Owner's general waste bin in tied or sealed plastic bags.
- (c) Recyclable plastic, glass and cardboard may be placed in the Home Owner's recyclable bin.
- (d) Refuse must not be placed, or be permitted to accumulate, anywhere on the Site Area, the Communal Facilities or the Residential Park.
- (e) If refuse is created during the use of any Communal Facility, it must be placed in the general waste or recyclable bins or receptacles provided in that Communal Facility. Such bins or receptacles must not be used by Home Owners or Visitors to dispose of their own household refuse.
- (f) Bulky items of refuse that do not fit within the relevant bins or receptacles provided must be removed from the Residential Park at the Home Owner's expense.
- (g) Government Authority laws and requirements with respect to the disposal of refuse must be complied with.
- (h) The health, hygiene and comfort of persons lawfully in the Residential Park must not be adversely affected by the disposal of refuse.
- (i) Refuse must not be burned under any circumstances.

#### **5.2 Storage of bins**

- (a) Rubbish bins must be stored out of sight within the Site Area, with their lids closed and in a clean and odourless condition.
- (b) Rubbish bins must not be stored or positioned at the front of the Site Area except for collection purposes on the day the rubbish bin is to be collected.

- (c) Rubbish bins must not be used for any other purpose or be removed from the Site Area.

### 5.3 Collection

- (a) The Home Owner's:
  - (1) general waste bin will be collected weekly; and
  - (2) recycling bin will be collected fortnightly,  
or as advised by Park Management.
- (b) Home Owners must ensure that their general waste and recycling bins are placed on the front kerbside of their Site Area by no later than 6.00am on the day of collection at the times specified in (a) above (and for no longer than a period of twenty-four (24) hours before or after the scheduled collection).

## Park Rule 6 Keeping of Pets

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### 6.1 Requirement for approval

Home Owners must not:

- (a) bring to, or keep within, the Residential Park any animal (except for an Excluded Animal) without the prior written approval of Park Management under this Park Rule; or
- (b) permit Visitors to bring to, or keep within, the Residential Park any animal (except for an Excluded Animal).

### 6.2 Application for approval

- (a) If a Home Owner wishes to keep a Pet (except for an Excluded Animal), the Home Owner must first make a written application to Park Management, in the form required by Park Management, for approval.
- (b) The Home Owner's application will be considered and, at the discretion of Park Management, may be:
  - (1) refused; or
  - (2) accepted on reasonable terms and conditions, including the requirements of Park Rule 6.

- (c) An Excluded Animal does not require Park Management approval.
- (d) Approval will not be given for a Prohibited Animal.
- (e) An approval given by Park Management under this Park Rule:
  - (1) will terminate upon:
    - (A) the Pet passing away (such that a fresh written application will be required for any replacement Pet (except for an Excluded Animal)); or
    - (B) the termination or assignment of the Site Agreement pursuant to the Act; and
  - (2) may, at the discretion of Park Management, be revoked:
    - (A) if the terms and conditions attaching to the approval and/or the Park Rules are not complied with; and
    - (B) after giving 7 days' written notice of the revocation to the Home Owner.
- (f) Park Management may direct a Home Owner to remove an animal (except for an Excluded Animal) from the Residential Park if:
  - (1) approval has not been sought and/or obtained for that animal; or
  - (2) the approval for that animal has been terminated or revoked in accordance with this Park Rule,and the Home Owner will promptly comply with any such direction.

### **6.3 Requirements for the keeping of Pets and Excluded Animals**

- (a) When keeping a Pet or an Excluded Animal, Home Owners must ensure that:
  - (1) the terms and conditions of Park Management's approval to do so are complied with; and
  - (2) the following requirements – all of which equally apply to Excluded Animals except where noted below – are also complied with, except where that is not practicable (e.g. for a bird).
- (b) Pets must:
  - (1) be contained, and be under the effective control of the Home Owner, at all times;
  - (2) when on the Site Area, be kept within the Site Area at all times (and the Home Owner is responsible for ensuring that this can be achieved at the Site Area);

- (3) when not on the Site Area or any designated off-leash area, be kept on a lead at all times within the Residential Park and held by a person capable of controlling the Pet;
- (4) wear a conspicuous identification tag (clearly displaying the Home Owner's name and contact details) and be micro-chipped;
- (5) be de-sexed;
- (6) be vaccinated;
- (7) have a current veterinary certificate (to be renewed annually or otherwise when required); and
- (8) be, and remain, registered (with such registration being renewed annually or otherwise when required),

and, where relevant, the Home Owner must present to Park Management written evidence of any of the above requirements upon request.

- (c) Pet droppings, excrement or other bodily waste product must be cleared immediately, the relevant area cleaned (if required), and disposed of appropriately.
- (d) Pets must not:
  - (1) be permitted to roam freely outside of the Site Area;
  - (2) interfere with the peaceful and quiet enjoyment of a person lawfully within the Residential Park;
  - (3) cause a nuisance or annoyance by excessive noise or other disruptive behaviour towards any person or animal lawfully within the Residential Park;
  - (4) cause harm, discomfort or destruction;
  - (5) exhibit aggressive, menacing or dangerous behaviour towards any person or animal lawfully within the Residential Park; or
  - (6) be kept, bred or maintained for any commercial purpose.
- (e) Pets are not permitted in or on the Communal Facilities, other than in areas that may be designated for Pets. This does not apply to Excluded Animals.
- (f) Pets must be kept in accordance with all laws, Government Authority requirements and regulations.
- (g) Complaints with respect to any Pet within the Residential Park must be made in writing to Park Management, which will:

- (1) investigate and assess the complaint; and
  - (2) if necessary, make any decision deemed appropriate regarding the Pet and its approval to be kept within the Residential Park, which the Home Owner must comply with.
- (h) The Home Owner is responsible for, and indemnifies Park Management with respect to, any loss or damage caused to any person or property by:
- (1) their Pet;
  - (2) their Excluded Animal; or
  - (3) an animal (except for an Excluded Animal) that is:
    - (A) not approved by Park Management in accordance with this Park Rule; and
    - (B) brought by the Home Owner or their Visitors into the Residential Park,
- and must:
- (4) rectify the loss or damage to Park Management's reasonable satisfaction; and/or
  - (5) reimburse any costs reasonably incurred by any person as a result.
- (i) If any animal is loose within the Residential Park, Park Management may:
- (1) restrain the animal;
  - (2) deliver the animal to a pound; or
  - (3) arrange for the relevant authority or service having power to deal with wandering animals to remove the animal.

### **Definitions**

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In these Park Rules:

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

**Children** means persons under 18 years of age.

**Communal Facilities** means all facilities in, and all other parts of, the Residential Park (including its common areas) made available for the use, personal comfort, convenience or enjoyment of persons lawfully authorised to be in the Residential Park, and not intended for exclusive use by any person including, but not limited to:

- (a) The Clubhouse:
  - (1) Gym;
  - (2) Sauna;
  - (3) Pool;
  - (4) Spa;
  - (5) Clubhouse Lounge & Dining Area;
  - (6) BBQ Area;
- (b) The Country Club:
  - (1) Ballroom with Dance Floor and Stage;
  - (2) Commercial Kitchen;
  - (3) Sports Bar;
  - (4) Ten Pin Bowling Alley;
  - (5) Putting Green;
  - (6) Boardroom;
  - (7) Salon;
  - (8) Consulting Room;
  - (9) Computer Room;
  - (10) Arts/Crafts Room;
  - (11) Music Room;
  - (12) Cinema;
  - (13) Billiard Tables;
  - (14) Library;
  - (15) Coffee Lounge;
  - (16) Outdoor Terrace;
- (c) PickleBall Courts;
- (d) Tennis Court;
- (e) Lawn Bowls Green;

- (f) Fire Pit;
- (g) RV Wash Bay;
- (h) Hobby Shed;
- (i) Dog Off Leash Park;
- (j) Motorhome RV Hardstand Parking;
- (k) Visitor Parking;
- (l) Nature Walking Trail;
- (m) Bocce Court;
- (n) Park / Open Spaces,

and any new or altered facility or common area that comes into existence at any point in time.

**Communal Facility** means one of the Communal Facilities.

**Excluded Animal** means:

- (a) a guide dog or other service animal required due to a visual, hearing or other disability; and
- (b) fish in an indoor aquarium.

**Further Development** means any further development in relation to the Communal Facilities that the Park Owner undertakes or authorises from time to time in such manner as the Park Owner decides in its sole discretion, including, but not limited to:

- (a) any reduction or expansion (including by the development of surrounding land) in size of the Communal Facilities;
- (b) any repairs, alterations, additions or extensions to, or the replacement of, any Communal Facilities.

**Government Authority** means any relevant government or other authority having jurisdiction in respect of the Communal Facilities and includes, without limitation, any governmental or semi-governmental administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

**Home Owner** means one or all home owners (as the context permits) that are a party to a Site Agreement.

**Manufactured Home** means a manufactured home that is owned by a Home Owner and positioned on the Home Owner's Site Area pursuant to a Site Agreement, and includes all items and other fittings:

- (a) affixed or otherwise connected to the Manufactured Home; or

- (b) adjacent to the Manufactured Home and within the Site Area that are owned by the Home Owner.

**Park Management** means the Park Owner and/or the Park Manager.

**Park Manager** means the person or entity appointed by the Park Owner from time to time to oversee the day-to-day operation of the Residential Park.

**Park Owner** means the owner of the Residential Park.

**Pet** means not more than two animals comprising any one or more of the following:

- (a) a companion dog;
- (b) a cat; or
- (c) a caged bird,

or any other animal approved by Park Management in its discretion under Park Rule 6.

**Prohibited Animal** means:

- (a) a dog that is:
  - (1) a regulated dog for the purposes of the *Animal Management (Cats and Dogs) Act 2008* (Qld); or
  - (2) a menacing or dangerous dog breed;
- (b) insects;
- (c) reptiles;
- (d) livestock; and
- (e) poultry.

**Residential Park** means the areas of land that comprise Good Life RV & Lifestyle Resort Fraser Coast located at 36 William Street, Howard, Qld, 4659.

**Site** means land at the Residential Park that is rented or available for rent under a Site Agreement pursuant to the Act.

**Site Agreement** means an agreement under the Act between a Home Owner and the Park Owner that (amongst other things) provides for the Home Owner's occupation of a designated Site at the Residential Park.

**Site Area** means an individual Home Owner's Site as designated by their Site Agreement.

**Vehicle** means a wheeled, self-propelled vehicle that is lawfully registered to carry a person or passengers for private purposes on roads (but does not include any truck

or other similar vehicle required to be licensed or registered for commercial purposes) and also includes, without limitation, a motorcycle, electric or motorised scooter, electric or motorised golf cart or buggy, boat, jet ski, caravan, campervan, campertrailer and trailer.

**Visitor Car Park** means the designated parking spaces within the Residential Park for the parking of Visitors' motor vehicles.

**Visitors** means any authorised occupant, contractor, tradesperson, visitor or other invitee of the Home Owner.

### **Interpretation**

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(a) **Park Management's consent, approval or authority**

- (1) A reference in the Park Rules to any consent, approval or authority of Park Management means written consent or approval.
- (2) Where Park Management's consent is required, it must be obtained before the act, matter or thing is done.
- (3) Park Management's consent or approval may be granted unconditionally, or subject to conditions in the discretion of Park Management (unless otherwise provided in the Park Rules or the Act).
- (4) Park Management may withdraw any consent or approval given if:
  - (A) the Home Owner or their Visitors breaches a condition of the consent or approval; or
  - (B) Park Management subsequently determines that the consent or approval interferes with the rights or interests of other home owners or their visitors at the Residential Park.

(b) **Severance**

If anything in the Park Rules is or is determined to be void or voidable by any party, unenforceable or illegal, it must be read down to the extent required to give the provision legal effect.