

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 8/02/2026 [insert date]. Some of the information included may not apply to existing site agreements.

Park owner signature  Date 8/02/2026

Residential park details

Park name Horizon Living Gympie
Phone 1300 150 352 Real property description: Lot 1 on SP285773.
Park address 16 Sorrel Street
Suburb Gympie State QLD Postcode 4570
Website www.horizongympie.com.au Number of current manufactured home sites 158 on completion
Park contains: only manufactured homes multiple dwelling types (see section 15)
Total number of sites (including other dwelling types) currently in park 0

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 ^{Yet to be operating}

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

\$245 - \$295 per week
.....

This applies to site agreements entered from 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) CPI increase; (b) 3.5%.

~~See the Site Agreement, Part 5, Special Term 3:2 for further details.~~

General increase day ... 1 October (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, 8.1 Vehicles and parking, 8.7 Keys, 19.5 Security Deposit, and Schedule 1 as summarised in Annexure A to Form 16 Part 1, Section 3 - Mandatory costs or fees attached hereto.

Part 2 – Utilities and services

<p>4 Electricity</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 type="checkbox"/> Other (specify) <small>See the Site Agreement, Part 5, Special Term 4 Utilities charges for further details.</small></p> <p>Usage Charge/s (individually measured and/or metered)</p> <p><input type="checkbox"/> Included in site rent <input checked="" type="checkbox"/> Not included in Site Rent</p> <p><input type="checkbox"/> Other (specify) <small>See the Site Agreement, Part 5, Special Term 4 Utilities charges for further details.</small></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: https://www.aer.gov.au/consumers/understanding-energy/embedded-networks-customers</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 New homes have solar panels installed. Any modifications must be approved by the Park Manager. See the Site Agreement, Part 5, Special Term 9.6 Solar installation for further details.....</p>
<p>5 Water</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 type="checkbox"/> Other (specify) <small>See the Site Agreement, Part 5, Special Term 4 Utilities charges for further details.</small></p> <p>Usage Charge/s (individually measured and/or metered)</p> <p><input type="checkbox"/> Included in site rent <input checked="" type="checkbox"/> Not included in Site Rent</p> <p><input type="checkbox"/> Other (specify) <small>See the Site Agreement, Part 5, Special Term 4 Utilities charges for further details.</small></p>

6 Sewage	<p>Service Charge/s</p> <p><input checked="" type="checkbox"/> Included in site rent <input type="checkbox"/> Not included in Site Rent</p> <p><input type="checkbox"/> Other (specify)</p> <p>Usage Charge/s</p> <p><input checked="" type="checkbox"/> Included in site rent <input type="checkbox"/> Not included in Site Rent</p> <p><input type="checkbox"/> Other (specify)</p>
7 Gas	<p>Service Charge/s (individually measured and/or metered)</p> <p><input type="checkbox"/> Included in site rent <input checked="" type="checkbox"/> Not included in Site Rent</p> <p><input type="checkbox"/> Other (specify) Not available.</p> <p>Usage Charge/s (individually measured and/or metered)</p> <p><input type="checkbox"/> Included in site rent <input checked="" type="checkbox"/> Not included in Site Rent</p> <p><input type="checkbox"/> Other (specify) Not available.</p>
8 Telephone	<p><input type="checkbox"/> Included in site rent <input checked="" type="checkbox"/> Available but not included in site rent</p> <p><input type="checkbox"/> Not available <input type="checkbox"/> Other (specify)</p> <p>.....</p>
9 Internet	<p><input type="checkbox"/> Included in site rent <input checked="" type="checkbox"/> Available but not included in site rent</p> <p><input type="checkbox"/> Not available <input type="checkbox"/> Other (specify)</p> <p>.....</p>
10 Other utilities and services	<p>Details of other services or utilities (for example, food services, gardening services, personal care services, transportation services) including whether provision of these services by the Park Owner is included in site rent</p> <p>The Park Owner is responsible for the maintenance and upkeep of the Site Frontage. See Part 5, Special Term 7.3 for further details.</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

11 Park Manager and staff

Please provide details about the availability of park management.

Is an on-site manager (or representative) available to home owners?
 Yes No

Details of on-site availability:

Park office is open Monday to Friday 10am - 2pm (except for 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

.....
.....

Do any other staff work in the residential park?

Yes No

If yes, provide details (e.g. First Aid Officer, Security, Grounds person etc).
Once operating, there will be other staff working in the park.
.....
.....
.....
.....

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). See also Annexure B to Form 16 Facilities and Amenities attached hereto.

Activities, workshops or games room/s

Details. Golf simulator room. Games room.
.....
.....

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

Available to: Home owners Guests / Visitors Public

BBQ area outdoors

Details. BBQ area.
.....
.....

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

Available to: Home owners Guests / Visitors Public

Bowling green

Indoor Outdoor

Details. Large outdoor synthetic bowling green.
.....
.....

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

Available to: Home owners Guests / Visitors Public

Club House

Details. A large function space with communal kitchen, bar, dining and lounge area available for daily use and events.
.....
.....

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

Available to: Home owners Guests / Visitors Public

Communal open space

Details: Green space for communal use, outdoor fireplace, and other outdoor entertaining facilities.

Cost: Included in site rent Additional fee (specify)

Available to: Home owners Guests / Visitors Public

Gym

Details: A selection of gym equipment in dedicated gym space and yoga room.

Cost: Included in site rent Additional fee (specify)

Available to: Home owners Guests / Visitors Public

Library

Details: To be stocked with material from home owners.

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)

Community bus. Home owners with a "C" class drivers licence may drive the bus.
See Park Rules for further details.

Cost: Included in site rent Additional fee (specify)

Cost of fuel used is to be paid by home owners using the bus. See the Park Rules for further details.

Frequency:

Available to: Home owners Guests / Visitors Public

Swimming pool

Indoor Outdoor Heated Not heated

Size: 20 metre

Details. Large swimming pool with separate spa area.

Cost: Included in site rent Additional fee (specify)

Available to: Home owners Guests / Visitors Public

Tennis court / Pickleball

Details. 1 x pickleball court.

Cost: Included in site rent Additional fee (specify)

Available to: Home owners Guests / Visitors Public

Changing rooms and showers at sports facilities

Details. Located on lower level near wellness and sporting facilities.

Kitchens in communal facilities

Details. Communal kitchen.

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)

Cinema / Theatre - included in site rent (booking system available).

Sauna - included in site rent.

Meeting / Consultation room - included in site rent.

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.....

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:

Less than 24 hours on driveways.

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 ⁸

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

At least 8 storage spots for caravans, boats or other recreational vehicles are available for rent:

.....

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

\$17.50 per week, subject to annual increases.

.....

.....

Part 4 – Miscellaneous

<p>16 Other dwellings</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>17 Development</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>Under current authority approvals, the park will have a total of 158 sites upon completion.</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>Refer to Annexure B to Form 16, Part 4, Section 17 - Facilities and amenities attached hereto.</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
<p>18 Home owners committee</p>	<p>Does the park have a home owners' committee?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>19 Letting the home</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>

<p>20 Temporary stays</p>	<p>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)?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, detail any limitations or requirements?</p> <p>Visitors can stay for a maximum of 3 nights at a time without approval; for greater than 3 nights at a time and no greater than 15 nights in total in a calendar year with approval by the Park Manager. Longer periods require notification and approval by the Park Manager. See the Site Agreement, Part 5, Special Term 8.3 for further details.</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
<p>21 Insurance</p> <p>Please provide details about any insurance taken out over the park land and/or facilities</p>	<p>Are the communal facilities and land in the residential park insured?</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>What is covered by the insurance?</p> <p><input checked="" type="checkbox"/> Flood <input checked="" type="checkbox"/> Storm <input checked="" type="checkbox"/> Fire <input checked="" type="checkbox"/> Public liability</p> <p>Note: home owners will generally be responsible for insuring their own property in the park.</p> <p>Are home owners required to insure their manufactured home?</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, provide details:</p> <p>The Home Owner must take out:</p> <p>(a) comprehensive and adequate public risk liability insurance for at least \$20,000,000.00 per occurrence; and</p> <p>(b) comprehensive and adequate replacement and all risks insurance in respect of the Manufactured Home.</p> <p>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.</p> <p>The Home Owner will provide evidence of the Home Owner's insurances (and their currency) to the Park Owner upon request.</p> <p>See the Site Agreement, Part 5, Special Term 10.1 for further details.</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

Part 6 – Park details and operations

<p>24 Park owner details</p>	<p><input type="checkbox"/> Individual owner/s</p> <p>Title.....Full name</p> <p>Title.....Full name</p> <p>Title.....Full name</p> <p><input checked="" type="checkbox"/> Corporate owner</p> <p>Full company / corporation name McGovern Developments Pty Ltd </p> <p>Australian Company Number (ACN) 639 395 430 </p> <p>Australian Business Number (ABN) 57 639 395 430 </p> <p>Business address </p> <p>16 Sorrel Street </p> <p>Suburb Gympie State QLD Post code 4570 </p> <p>Phone number 1300 150 352 or 0403 954 604 </p> <p>Email address will@horizongympie.com.au </p>
<p>25 Park contact</p> <p>Please provide contact details for the residential park for information and enquiries if different from above.</p>	<p>Contact name William McGovern </p> <p>Park phone 0403 954 604 </p> <p>Park email will@horizongympie.com.au </p>

Is the park owner a signatory to an industry-based code of conduct or voluntarily accredited through an industry-based accreditation scheme? No.

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.qmhoa.org.au

Seniors Legal and Support Service

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

Caxton Legal Centre Inc
Level 23, 179 Turbot Street
Brisbane Qld 4000
Phone: 07 3214 6333
Email: slas@caxton.org.au
Website: www.caxton.org.au/sails_slas

Queensland Civil and Administrative Tribunal (QCAT)

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

GPO Box 1639, Brisbane, QLD 4001
Phone: 1300 753 228
Email: enquiries@qcat.qld.gov.au
Website: www.qcat.qld.gov.au

Queensland Law Society

Find a solicitor
Law Society House
179 Ann Street, Brisbane, QLD 4000
Phone: 1300 367 757
Email: info@qls.com.au
Website: www.qls.com.au

Department of Justice and Attorney-General

Dispute Resolution Centres provide a free, confidential and impartial mediation service to the community.

Phone: 07 3006 2518
Toll free: 1800 017 288
Website: www.justice.qld.gov.au

Annexure A to Form 16, Part 1, Section 3 – Mandatory costs or fees

- **Form 2, Part 2, Section 2.2**
 - A fee of 0.25% per transaction is payable for payments by credit card.
- **Special Term 4 Utilities charges**
 - Where the Home Owner's usage of electricity, gas, water, sewerage or any other utility is not included in the site rent, the Home Owner must pay all charges for the Home Owner's usage of such utilities for the Site Area (to be calculated in accordance with the rates and charges prescribed by the relevant supplier/s from time to time and the Act). This includes charges for the quantity of the utility used (in respect of consumption), as well as fixed charges and other fees for the provision or availability of the utility generally.
- **Special Term 5 Other costs, charges and expenses**
 - The Home Owner must pay all other future rates, levies, charges, taxes and other assessments not existing at the Commencement Date of the Site Agreement that concern or are attributable to, among other things, the Site Area, the Manufactured Home, or the Site Agreement.
 - If the Park Owner performs Additional Services at the request of the Home Owner, the Home Owner must pay the Additional Services Fees to the Park Owner.
 - The Home Owner must pay the following Additional Charges where applicable:
 - Authorised Occupant Charge – \$75.00 per week (or part of it) for each Authorised Occupant that exceeds the number of persons permitted by section 4.1 of part 4 of the Site Agreement, which automatically increases on 1 October each year by the upward change (increase) in the CPI (without notice).
 - Additional Vehicle Charge – \$17.50 per week (or part of it) for each additional Vehicle, which automatically increases on 1 October each year by the upward change (increase) in the CPI (without notice).
 - Caravan/Boat Parking Charge – \$17.50 per week (or part of it) for each caravan, boat or similar property parked in the Residential Park's designated Caravan/Boat Parking Area, which automatically increases on 1 October each year by the upward change (increase) in the CPI (without notice).
 - The Home Owner must reimburse the Park Owner for:
 - the Park Owner's reasonable costs and expenses (including solicitor's costs) involved with providing consent for anything under the Site Agreement, and anything the Park Owner does because the Home Owner breaches the Site Agreement;

Annexure A to Form 16, Part 1, Section 3 – Mandatory costs or fees

- the Park Owner's reasonable costs and expenses of works carried out in the Residential Park by the Park Owner at the request of the Home Owner; and
 - the reasonable costs and expenses of cleaning and repairing any damage caused to, or replacing, any property in the Residential Park arising from anything the Home Owner does or fails to do.
- The Home Owner is responsible for lodging the Site Agreement and any supporting documentation with the Queensland Revenue Office for assessment and endorsement for duty.
- **Special Term 6 GST**
 - The Home Owner must pay GST where relevant and applicable.
- **Special Term 7.2 Authorised Occupant**
 - The Home Owner must pay the Authorised Occupant Charge (above) for each Authorised Occupant that exceeds the number of persons permitted by section 4.1 of part 4 of the Site Agreement.
- **Special Term 8.1 Vehicles and parking**
 - The Home Owner must pay the Additional Vehicle Charge (above) for each additional Vehicle.
- **Special Term 8.7 Keys**
 - Where required, the Home Owner must pay a Key Replacement Fee comprising, for each key, the total of the actual GST inclusive cost for replacement and coding plus an administrative fee of \$20.00.
- **Special Term 19.5 Security Deposit**
 - Prior to removing the Manufactured Home, the Home Owner must lodge with the Park Owner a Security Deposit, in the sum of \$1,000.00, by cash or bank guarantee.
- **Schedule 1**
 - The Home Owner must pay, where required, the Authorised Occupant Charge, Additional Vehicle Charge, Caravan/Boat Parking Charge, Key Replacement Fee and Security Deposit (as noted above).

See the Site Agreement and relevant Special Terms for full details, terms and conditions.

Annexure B to Form 16, Part 4, Section 17 - Facilities and amenities

Horizon Living Gympie, including its communal facilities and services, will be developed in stages and may not be completely developed by the Commencement Date of the Site Agreement.

As at the date of this document, the Park Owner intends to provide communal facilities and services at Horizon Living Gympie in accordance with the reasonably anticipated timeframes, and dependent on the factors and circumstances, noted below.

Facilities

The Park Owner currently intends to provide the following communal facilities and services at Horizon Living Gympie (referred to as the **Facilities**):

- Heated swimming pool and spa
- Sauna
- Gym
- Lawn bowls green
- Pickleball court
- Golf simulator room
- Cinema / Theatre
- Library
- Communal kitchen and BBQ areas
- Games room
- Communal bar, dining and lounge areas
- Meeting / Consultation room
- Communal toilets and showers
- Community Bus

The Park Owner reasonably estimates that the Facilities will be completed and operational by the end of 2028.

Availability and timing

The availability and timing of the 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 Facilities;

Annexure B to Form 16, Part 4, Section 17 - Facilities and amenities

- timing of the completion and operation of the Facilities; and
- provision of the Facilities,

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

- 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 labour, trades, contractors, goods, 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 Horizon Living Gympie.

The Park Owner reserves the right to:

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

due to the impact of any of the above factors.

In such circumstances, the Park Owner will notify the Home Owner of the likely alternative reasonably estimated timeframe/s within which the Facilities will be completed subject to 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

Horizon Living Gympie

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Park Rules

The Park Rules contain rules about the use, enjoyment, control and management of the Residential Park that must be complied with by all Home Owners and Visitors.

The Park Rules are based on common sense, respect 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

1.1 Park Manager

- (a) The Park Manager’s office is located at the Clubhouse, and its opening hours are 10am to 2pm Monday to Friday (except public holidays) (subject to change by Park Management from time to time).
- (b) The Park Manager may be contacted by telephone on 1300 150 352 or by email on manager@horizongympie.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.

Park Rules

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) 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 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

- (a) Access to the Residential Park is to be obtained via the front entry gate.
- (b) As the entry gates to the Residential Park may operate on the basis of number plate recognition, the Home Owner must notify the Park Manager of:
 - (1) the Home Owner's Vehicles and their registration details; and
 - (2) any change to the Home Owner's Vehicles or their registration details promptly upon the change occurring.

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- (c) Visitors may gain access by contacting the Home Owner that is to be visited to authorise entry. Home Owners must only provide access to their own Visitors. Park Management will not provide access to a Visitor on behalf of a Home Owner as that is the Home Owner's responsibility.
- (d) As the Residential Park is a gated community, Home Owners must not give any other person access to the Residential Park via any gated 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.
- (e) Tail-gating is not permitted at any vehicular gated entrance to or within the Residential Park.
- (f) Home Owners and Visitors must allow any 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.
- (g) Park Management may change any applicable security codes or access procedures from time to time, and will inform Home Owners of any such changes.
- (h) If a Home Owner becomes aware of any theft, trespassing or vandalism, they 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 centralised mailbox area.
- (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 that are too large for their allocated mailbox 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

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the Home Owner. The Home Owner is responsible for providing the delivery person with access to the Residential Park via the front gate in order to do so.

- (d) Park Management will not accept delivery of mail, parcels or deliveries on behalf of a Home Owner as that is the Home Owner's responsibility.

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 (which may be withheld in its sole and absolute discretion):
 - (1) plant any tree, plant or shrub in the Communal Facilities;
 - (2) use or develop any part of the Communal Facilities as a garden (except for any community garden approved to be used specifically for this purpose); 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, the Communal Facilities are primarily provided for the use and

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enjoyment of Home Owners who have priority over Visitors in the use of the Communal Facilities.

- (b) Home Owners and Visitors must at all times:
 - (1) act in a courteous and socially acceptable manner; and
 - (2) treat all persons lawfully in the Residential Park with courtesy and respect,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.
- (d) Home Owners and Visitors must seek to avoid confrontation with other persons lawfully in the Residential Park. If a Home Owner or Visitor witnesses a breach of the Park Rules, this should be reported to Park Management as soon as possible.

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
- (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 Park Management withdrawing, temporarily closing 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

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- (3) restrict the use by any nominated person of, any of, or any part of, the Communal Facilities.
- (b) Without limiting Park Rule 1.10(a)(2), Park Management may temporarily close or restrict access to any of, or any part of, the Communal Facilities:
 - (1) for the purpose of maintenance, repair or replacement;
 - (2) for the purpose of marketing sites for rent or homes for sale in the Residential Park or the Residential Park generally, for special or other events, or for any other purpose;
 - (3) as a reasonable response to an emergency;
 - (4) 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
 - (5) 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 noted in the Park Rules (if applicable), or as advertised (including 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, repair or replacement, or at the sole and absolute 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.

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- (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) with care and in a respectful manner; and
 - (D) 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;

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- (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 priority 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, air-conditioning and similar items;
 - (D) wash all dishes, glasses and utensils used, 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 that (or whose Visitor) caused the damage or breakage 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;

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- (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 or for any commercial or business use (unless Park Management provides its consent);
 - (4) damage or cause the Communal Facilities to be damaged; in which case the Home Owner is responsible for and must rectify 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

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- (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 sole and absolute discretion and on such terms and conditions as Park Management deems appropriate;
- (9) smoke, vape or the like 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) other than in areas designated by Park Management as an area where the consumption of alcohol is permitted; or
 - (B) 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) the sauna; 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;

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- (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) Park Management and its representatives are permitted to use the Communal Facilities in accordance with the Park Rules.

1.13 Bookings

- (a) Park Management will establish and operate a booking system to ensure the orderly and fair operation and use of the Communal Facilities.
- (b) Each booking of a Communal Facility must be made in accordance with Park Management's booking system.
- (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 confirms to others that the person/s who made the booking will be 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 sole and absolute 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.

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- (e) Park Management reserves the right to require a bond to be paid to accept a booking for a large group function as security for the costs of cleaning and 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:
 - (1) withhold the bond until such time as the necessary cleaning and repairs have been undertaken; or
 - (2) apply the bond to the costs of the necessary cleaning and repairs.
- (f) Park Management will display via the booking system (or other location, means or format determined by Park Management from time to time) details of bookings for certain Communal Facilities for an advance period considered reasonable by Park Management.
- (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) ensuring that the Park Rules are complied with;
 - (B) the function, event or activity at their own risk;
 - (C) complying with all laws with respect to the service or sale of alcohol; and
 - (D) all attendees or participants at the function, event or activity; and
 - (2) if required by Park Management, 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) Group activities available to Home Owners may be promoted via the booking system, the notice board, any applicable Home Owner group or committee or other means or methods considered reasonable. Such group activities may be run by external providers, Residential Park staff or volunteers.

Park Rules

- (b) If a Home Owner wishes to participate in a group activity, the Home Owner may be required to:
 - (1) sign-up for the applicable group activity as directed; 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 Heated swimming pool and spa

- (a) Pool gates must be closed securely upon entry to and exit from the swimming pool and spa area.
- (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 in a manner that jeopardises the safety and enjoyment of others.
- (d) Running, pushing, jumping, diving, and disorderly or boisterous behaviour are prohibited.
- (e) Glass containers or receptacles of any type are not to be brought into the swimming pool and spa area under any circumstances.
- (f) Noise must be kept to an acceptable level.
- (g) Pool furniture must not be removed from the swimming pool and spa area.
- (h) 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
 - (4) not use the swimming pool if the person has an open wound, has an infectious disease or virus, or is otherwise unwell.
- (i) 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 in the swimming pool and spa area from time to time.

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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.

1.18 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; 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.

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1.19 Lawn bowls green

- (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 put away after use. If any such equipment is stored in a designated storage area in or near the bowling green, then it is stored there at the Home Owner's risk.
- (d) From time to time, Park Management may undertake maintenance or repair of the lawn bowls green, and no play may take place during that time.
- (e) Park Management reserves the right to require bowls to be played in differing directions from time to time to preserve the life of the lawn bowls green.

1.20 Pickleball courts

- (a) Users must wear appropriate attire and non-marking footwear at all times on the court surface.
- (b) The courts must only be used for their intended purpose.
- (c) Noise must be kept to an acceptable level.
- (d) All equipment must be returned to its original location and put away after use. If any such equipment is stored in a designated storage area in or near the pickleball courts, then it is stored there at the Home Owner's risk.
- (e) Bookings for the courts may be made for a maximum period of 2 hours.

1.21 Golf simulator room

- (a) Users must first satisfactorily complete an induction session conducted by Park Management as to the use of the golf simulator before using the golf simulator room.
- (b) Users must read and follow all operating instructions and related information displayed to ensure the correct use of the facility and the provided equipment.
- (c) Users must not interfere with or alter the facility or the provided equipment.
- (d) In the event of any malfunction or failure of any equipment, users must:
 - (1) immediately report the malfunction or failure to the Park Manager;

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- (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) The provided equipment must only be used for its respective intended purpose, and in a safe and responsible manner.
- (f) 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.
- (g) Any provided equipment must not be removed from the area.
- (h) Any missing or damaged equipment must be promptly reported to Park Management.

1.22 Cinema / Theatre

- (a) Bookings for the Cinema may be made for a maximum period of 4 hours.
- (b) Unless approved by Park Management, bookings for the Cinema are not exclusive in terms of the persons that are permitted to attend.
- (c) 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.
- (d) Care must be taken with food and beverages in the Cinema.
- (e) 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.
- (f) 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.

1.23 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.

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- (b) Park Management takes no responsibility for any materials donated or contributed.
- (c) Items stocked in the library may be borrowed, and must be returned within one week.
- (d) The library is a quiet area and noise must be kept to an acceptable level for others' enjoyment.

1.24 Communal kitchen and BBQ areas

- (a) The communal kitchen and BBQ areas must be left in a clean and tidy manner with all:
 - (1) used surfaces, appliances, barbeque plates and grills cleaned;
 - (2) rubbish and food waste cleared away and disposed of;
 - (3) dishwashers emptied;
 - (4) crockery, cutlery, utensils and glassware washed and put away; and
 - (5) barbeques turned off at their fuel or ignition source.
- (b) Care must be taken with food and beverages, and the preparation of them.
- (c) All items left in the fridge must be clearly labelled and dated.
- (d) These spaces must be left in a clean and tidy manner with all:

1.25 Games and sports bar room

- (a) Care must be taken with games tables and surfaces.
- (b) Glassware, food and beverages must not be placed on games tables or surfaces.
- (c) Appropriate clothing and footwear must be worn at all times.
- (d) The provided equipment must only be used for its respective intended purpose, and in a safe and responsible manner.
- (e) Users may bring and use their own equipment, but it must not be left after use.
- (f) At the end of each use, the games tables must be set up in readiness for the next game.
- (g) The area must be left in a clean and tidy manner with:
 - (1) all rubbish cleared away and disposed of;

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- (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.
- (h) The provided equipment must not be removed from the area.
- (i) Any missing or damaged equipment must be promptly reported to Park Management.

1.26 Clubhouse, communal bar, social lounge, and indoor communal fireplace lounge

- (a) Appropriate clothing and footwear must be worn at all times.
- (b) These areas and facilities must be left in a clean and tidy manner.
- (c) The area around the fireplace must be kept neat and clear at all times.
- (d) Children must:
 - (1) be supervised at all times while in the vicinity of the fireplace; and
 - (2) not be permitted to light or put out a fire.

1.27 Meeting and consultation rooms

- (a) These areas must be left in a clean and tidy manner and all furniture returned to its original position / arrangement.

1.28 Communal toilets and showers

- (a) Appropriate hygiene must be maintained.
- (b) These areas must be left in a clean and tidy manner.

1.29 Community Bus

- (a) The Community Bus may be utilised for scheduled community trips and other booked group outings.
- (b) The Community Bus must not be used to carry more than 12 passengers (including the driver).
- (c) If a Home Owner wishes to be a driver of the Community Bus, the Home Owner must first seek approval from Park Management to do so, which will be considered and, at the discretion of Park Management, may be:
 - (1) refused; or

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(2) accepted on reasonable terms and conditions,

having regard to the requirements of this Park Rule and any other relevant matter.

(d) Only Home Owners that:

(1) have a current approval from Park Management under (c) above;

(2) have agreed to the terms of the approval under (d)(1) above by signing and returning it to Park Management;

(3) have safely and successfully completed an induction conducted by Park Management with respect to the operation of the Community Bus;

(4) have a current "C" class driver's licence;

(5) in the reasonable opinion of Park Management, have a clean driving record;

(6) are under 80 years of age; and

(7) are medically fit to drive and operate the Community Bus,

(Approved Drivers) may drive the Community Bus.

(e) An approval given by Park Management under (c) above may, at the discretion of Park Management, be revoked if the terms and conditions attaching to the approval or the Park Rules are not complied with or are not satisfied.

(f) Weekly scheduled trips (e.g. shopping runs, social outings, etc) are to be managed by the Home Owners Committee or a nominated coordinator in consultation with Park Management. The Home Owners Committee (or, alternatively, the Home Owners that utilise the Community Bus) is responsible for (for and relating to each of these regular trips):

(1) the cost of the fuel used;

(2) any toll fees incurred; and

(3) any other fees and charges incurred.

(g) Any use of the Community Bus other than weekly scheduled trips must be booked in advance with Park Management. In relation to such use, the Home Owners that utilise the Community Bus are responsible for (for and relating to each use):

(1) the cost of the fuel used;

(2) any toll fees incurred; and

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- (3) any other fees and charges incurred.
- (h) A list of passengers utilising the Community Bus must be prepared and given to Park Management after each use.
- (i) Smoking, vaping and the like is not permitted in the Community Bus.
- (j) Food and beverages (except for water) must not be consumed in the Community Bus.
- (k) Seatbelts must be worn by all passengers when the Community Bus is in motion.
- (l) The Community Bus must be returned and left in a clean and tidy manner after each use.
- (m) Approved Drivers:
 - (1) must take all reasonable steps and precautions to ensure that the Community Bus is operated safely and with due care and diligence;
 - (2) are responsible for:
 - (A) the safe use, operation and return of the Community Bus;
 - (B) securing the Community Bus;
 - (C) the safety and conduct of all passengers;
 - (D) ensuring the proper use of seat belts, harnesses and other passenger safety equipment; and
 - (E) ensuring that the Community Bus is returned with a full tank of fuel and that a copy of the receipt for same is provided to Park Management,
 - at all times and in accordance with the terms of the approval under (d)(1) above and the Park Rules;
 - (3) must notify Park Management of any infringement, accident or incident that occurs while utilising the Community Bus; and
 - (4) must comply with all reasonable requirements of Park Management from time to time as to the operation of the Community Bus.
- (n) A Home Owner's Visitors may be passengers on the Community Bus, but Home Owners have priority over Visitors in the use of the Community Bus.
- (o) Park Management reserves the right to exclude any persons that do not comply with this Park Rule from using the Community Bus.

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- (p) From time to time, the Community Bus will be required to undergo maintenance or repair and will not be able to be used during that time.
- (q) Servicing, registration, insurance and general maintenance costs for the Community Bus are the responsibility of the Park Owner (except where otherwise stated in this Park Rule).

Park Rule 2 Making and abatement of noise

2.1 Noise

- (a) Within the Residential Park, Home Owners and their Visitors must:
 - (1) keep noise to a minimum between 10.00pm and 8.00am;
 - (2) 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);
 - (3) 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;
 - (4) 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;
 - (5) 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
 - (6) 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.

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- (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

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, scooters, roller skates, scooters and the like

Bicycles, scooters, roller skates, scooters and the like (including electric forms) are permitted to be ridden and used on the Residential Park's roads and designated pathways only, on the basis that the operator does so entirely at their own risk, and the operator must:

- (a) not exceed 10km/hr on roadways or 5km/hr on footpaths;
- (b) comply with the road rules in force for the use of public roads in Queensland from time to time;
- (c) wear an approved safety helmet and any other safety equipment and clothing in accordance with Queensland transport regulations;
- (d) ride and use them with due care and consideration for other persons lawfully within the Residential Park and always give way to pedestrians;
- (e) not unreasonably disturb or cause a nuisance to any person lawfully in the Residential Park;
- (f) not park or leave them on or within any road, pathway, frontage of a Site, Communal Facility or other common area in the Residential Park (except in designated areas within the Residential Park);

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- (g) if applicable, not charge them within any common area or Communal Facility in the Residential Park; and
- (h) take appropriate safety precautions, especially when riding and using them 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) Playing or riding bikes, tricycles or scooters within the Site Area or the Residential Park's roads, walking paths or other thoroughfares is permitted provided that:
 - (1) the operator of the equipment wears a helmet and is under adult supervision; and
 - (2) such activity:
 - (A) is entirely at the risk of the Home Owner and operator of the equipment; and
 - (B) otherwise complies with Rule 3.2.

3.4 Other sporting activities

- (a) Riding or using skateboards, roller blades, go-carts and other similar items or activities on the Residential Park's roads, pathways or other thoroughfares is prohibited.
- (b) Unless in a designated area (if any) for the relevant sport or pastime, 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

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 10km/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.

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4.2 Parking of Vehicles

- (a) Home Owners must park their Vehicles wholly within:
 - (1) the garage part of the Home Owner's Manufactured Home only;
or
 - (2) the driveway of the Home Owner's Site Area on a temporary basis (for less than 24 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:
 - (i) while the Visitors are located in the Residential Park only; and
 - (ii) during the periods allowed by Park Management only; and
 - (2) must not bring any caravan, campervan, campertrailer, boat, jet ski, trailer, recreational vehicle, motorhome, unregistered vehicle, unroadworthy vehicle, bus or similar property into the Residential Park.
- (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.

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- (e) Tradesperson, delivery or small commercial 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 on the driveway of the Home Owner's Site Area, or in the designated wash bays in the Residential Park, while they are being washed.
- (j) Heavy (over 5 tonne) or large commercial vehicles and trucks are not permitted to enter or park in the Residential Park unless prior approval to do so is obtained from the Park Owner (which may be withheld in the Park Owner's sole discretion) and the Home Owner is responsible for authorising their entry to, and exit from, the Residential Park.
- (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.

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Park Rule 5 Disposal of refuse

5.1 Refuse

- (a) Household rubbish and waste must be appropriately disposed of in the bins provided for the Site Area (being, a general waste bin for general refuse and a recycling bin for recyclable materials).
- (b) Refuse must be appropriately disposed of in the Home Owner's designated rubbish bins for such refuse (being, a general waste bin for general refuse (in tied or sealed plastic bags) and a recycling bin for recyclable materials).
- (c) Household rubbish and waste must not be placed, or be permitted to accumulate, anywhere on the Site Area, the Communal Facilities or the Residential Park.
- (d) If refuse is created during the use of any Communal Facility, it must be placed in the general waste or recycling 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.
- (e) 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.
- (f) Government Authority laws and requirements with respect to the disposal of refuse must be complied with.
- (g) The health, hygiene and comfort of persons lawfully in the Residential Park must not be adversely affected by the disposal of refuse.
- (h) Refuse must not be burned under any circumstances.

5.2 Storage of bins

- (a) Rubbish bins must be stored in the Site Area so that they are not visible from the front of the Site Area (other than when they are placed out for collection), with their lids closed and in a clean and odourless condition.
- (b) 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,

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or as advised by Park Management or the relevant Government Authority.

- (b) Rubbish bins may be placed out for collection adjacent to the curb in front of the Site Area no earlier than the evening before the day of the scheduled rubbish collection, and must be collected and removed from the curb on the day when the scheduled rubbish collection occurs.

Park Rule 6 Keeping of Pets

6.1 Requirement for approval

Home Owners must not 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.

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, in the sole and absolute discretion of Park Management, may be (subject to all laws, Government Authority requirements and regulations):
 - (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. However, the Home Owner must notify Park Management if the Home Owner intends to keep, or keeps, an Excluded Animal.
- (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

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- (2) may, in the sole and absolute discretion of Park Management, be revoked:
 - (A) if the terms and conditions attaching to the approval 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 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 fish or 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 (unless otherwise approved by Park Management – e.g., for competitive or “show” animals);
 - (6) be vaccinated;

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- (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, destruction, or damage to any person or property;
 - (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 (subject to all laws, Government Authority requirements and regulations) 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, including but not limited to:
 - (A) a discussion with the Home Owner to inform the Home Owner of the issue and agree a solution;

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- (B) written correspondence to the Home Owner to inform the Home Owner of the issue and outline what is required to address it;
 - (C) revocation of the approval under Park Rule 6.2(e)(2), 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
 - (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.

6.4 Visitors

- (a) The Home Owner must ensure that if their Visitors bring a pet (except for an Excluded Animal) into the Residential Park:
 - (1) their Visitors bring only one dog (excluding regulated dogs for the purposes of the *Animal Management (Cats and Dogs) Act 2008* (Qld) and any menacing or dangerous dog breeds);

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- (2) their Visitors' dog does not stay overnight in the Manufactured Home (unless approved in Park Management's sole and absolute discretion);
- (3) the Home Owner informs their Visitors of the requirements of the Site Agreement and the Park Rules with respect to pets, and that their Visitors must comply with them; and
- (4) the Home Owner is responsible for the Visitors' compliance with the requirements of the Site Agreement and the Park Rules with respect to pets.

Definitions

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) Heated swimming pool and spa;
- (b) Sauna;
- (c) Gym;
- (d) Lawn bowls green;
- (e) Pickleball court;
- (f) Golf simulator room;
- (g) Cinema / Theatre;
- (h) Library;
- (i) Communal kitchen and BBQ areas;
- (j) Games room;
- (k) Communal bar, dining and lounge areas;
- (l) Meeting / Consultation room;
- (m) Communal toilets and showers;
- (n) Community Bus,

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and any new or altered facility or common area that comes into existence at any point in time, but excluding the Residential Park's boat/caravan parking area.

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 and absolute 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 Residential Park and 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 one animal comprising:

- (a) a dog (but excluding regulated dogs for the purposes the *Animal Management (Cats and Dogs) Act 2008* (Qld) and any menacing or dangerous dog breeds);
- (b) a cat; or

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(c) a caged bird,

or any other animal approved by Park Management in its sole and absolute 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;

(e) poultry; and

(f) any similar animal.

Residential Park means the areas of land that comprise Horizon Living Gympie located at 25 Sorrel Street, Gympie, Qld, 4570.

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.

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Interpretation

(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 sole and absolute 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.