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

Some of the information included may not apply to existing site agreements.

Park owner signature: .... Date: '11.05.2026

Residential park details

Park name: Living Gems Rockhampton

Phone: 1800 954 214

Real property description: Lot 100 SP358030

Park address: 930 NORMAN ROAD, PARKHURST, QLD 4702

Website: https://www.livinggems.com.au/locations/rockhampton/ Number of current manufactured home sites: 505

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

Total number of sites (including other dwelling types) currently in park: 505

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: 2026

Part 1 – Site rent and other costs

1 Site rent for new site agreements *(GST inclusive) Declaration of what site rent will be for new home owners.	Site rent* (or range of site rent) payable by new owners **$230.00 - $240.00 per week** This applies to site agreements entered from: **'11.05.2026** 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:** Percentage increase of 3.5% or CPI, whichever is the greater (as per Special Term 2 of the Site Agreement). **General increase day: 10/11/2027 (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 <u>not</u> 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: $ Details of costs / fees and when payable:

Part 2 – Utilities and services	
4 Electricity	Service Charge/s (individually measured and/or metered) ☐ Included in site rent ☒ Not included in Site Rent ☐ Other (specify): Usage Charge/s (individually measured and/or metered) ☐ Included in site rent ☒ Not included in Site Rent ☐ Other (specify): Does the park contain an embedded network for the supply of any electricity in the residential park? ☒ Yes ☐ No For more information about embedded networks see: https://www.aer.gov.au/consumers/understanding-energy/embedded-networks-customers Can solar panels be installed on manufactured homes? ☐ Yes ☒ No Are there any known conditions/restrictions on the installation or use of solar panels in the residential park? ☒ Yes ☐ No If yes, specify Australian energy regulations apply. As per the Solar Equipment Deed, Living Gems, at its cost, supplies and installs equipment on your home that remains the property of Living Gems to manage the compliant solar network. Equipment may include solar panels and batteries. Living Gems is responsible for the maintenance of this equipment (if any), and no additional equipment may be added by the Home Owner.
5 Water	Service Charge/s (individually measured and/or metered) ☐ Included in site rent ☒ Not included in Site Rent ☐ Other (specify): Usage Charge/s (individually measured and/or metered) ☐ Included in site rent ☒ Not included in Site Rent ☐ Other (specify):

6 Sewage	Service Charge/s ☐ Included in site rent ☒ Not included in Site Rent ☐ Other (specify): Usage Charge/s ☐ Included in site rent ☒ Not included in Site Rent ☐ Other (specify):
7 Gas	Service Charge/s (individually measured and/or metered) ☐ Included in site rent ☐ Not included in Site Rent ☒ Other (specify): **Not available**. Usage Charge/s (individually measured and/or metered) ☐ Included in site rent ☐ Not included in Site Rent ☒ Other (specify): **Not available**.
8 Telephone	☐ Included in site rent ☐ Available but not included in site rent ☐ Not available ☒ Other (specify) **Must be separately arranged with a third party by a Home Owner**.
9 Internet	☐ Included in site rent ☐ Available but not included in site rent ☐ Not available ☒ Other (specify) **Must be separately arranged with a third party by a Home Owner**.
10 Other utilities and services	Details of other services or utilities (for example, food services, gardening services, personal care services, transportation services) including whether provision of these services by the Park Owner is included in site rent Included in the Site Rent: Park Owner will at times to the extent determined by the Park Owner's reasonable discretion (A) mow and edge any lawn at the front of the Site Area; and (B) maintain any gardens at the front of the Site Area. **Note**: The Home Owner is responsible for paying any costs associated with watering of the lawn and gardens at the Site, but only for areas that are not covered by irrigation.

11 Park Manager and staff	Is an on-site manager (or representative) available to home owners?
Please provide details about the availability of park management.	☒ Yes ☐ No Details of on-site availability: The on-site Manager will be available to Home Owners over the phone between 10:00am to 2:00pm. (Excluding 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 954 214** **Do any other staff work in the residential park?** ☒ Yes ☐ No If yes, provide details (e.g. First Aid Officer, Security, Grounds person etc): A Grounds Person and other staff which Living Gems require for the Operation of the Resort.

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: Included in Site Rent; available to Home Owners and Guests. Limitations may apply to certain Facilities, such as Workshops. (*If Applicable*)

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

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

☐ BBQ area outdoors

Details: Included in Site Rent; available to Home Owners and Guests. Limitations may apply to the Facility; please consult Living Gem's Facility Rules. (*If Applicable*)

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

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

☐ Bowling Green

☐ Indoor ☒ Outdoor

Details: Included in Site Rent; available to Home Owners and Guests. Limitations may apply to the Facility; please consult Living Gem's Facility Rules. (*If Applicable*)

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

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

☐ Club House

Details: Included in Site Rent; available to Home Owners and Guests. Limitations may apply to the Facility; please consult Living Gem's Facility Rules. (*If Applicable*)

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

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

☐ Communal open space

Details: Included in Site Rent; available to Home Owners and Guests. Limitations may apply to the Facility; please consult Living Gem's Facility Rules. (*If Applicable*).

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

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

☐ Gym

Details: Included in Site Rent; available to Home Owners. Limitations may apply to the Facility; please consult Living Gem's Facility Rules. (*If Applicable*).

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

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

☐ Library

Details: Included in Site Rent; available to Home Owners and Guests. Limitations may apply to the Facility; please consult Living Gem's Facility Rules. (*If Applicable*).

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

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

☐ Restaurant / Cafe

Details: Included in Site Rent; available to All. Limitations may apply to the Facility; please consult Living Gem's Facility Rules. (*If Applicable*).

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

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

☐ Shops

Details: Included in Site Rent; available to Home Owners and Guests. Limitations may apply to the Facility; please consult Living Gem's Facility Rules. (*If Applicable*).

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): Included in Site Rent; available to Home Owners. Limitations may apply to the Facility; please consult Living Gem's Facility Rules or Park Bus Policy. (*If Applicable*).

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

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

☐ Swimming pool

Indoor ☐ Outdoor ☐ Heated ☐ Not heated ☐

Size:

Details:

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

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

☐ Tennis court / Pickleball

Details: Included in Site Rent; available to Home Owners. Limitations may apply to the Facility; please consult Living Gem's Facility Rules or Park Bus Policy. (*If Applicable*).

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

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

☐ Changing rooms and showers at sports facilities

Details:

☐ Kitchens in communal facilities

Details: Included in Site Rent; available to Home Owners. Limitations may apply to the Facility; please consult Living Gem's Facility Rules or Park Bus Policy. (*If Applicable*).

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)

Grand ballroom with theatre stage, Library, Coffee bar, Consultation room, Music room,Commercial kitchen, Games room, Gymnasium, Salon Space (services not included in Site Rent and subject to service fees where applicable), Tenpin bowling

Summer House: Lounge, Outdoor pool (not heated)

Lifestyle Pavilion: BBQ area, Indoor swimming

Long Term Parking, Dog Run

Sports Precinct: Outdoor lawn bowls, pickle ball court, tennis court (Subject to Site Agreement conditions, Development Approval, Availability of building materials and tradesmen)

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:

Garage Parking within their Manufactured Home.

Is there additional parking available for home owner use in the park?

☐ Yes ☒ No

If yes, specify number of spaces and any conditions

Is there additional parking available for visitor use?

☒ Yes ☐ No

If yes, specify number of spaces: 214 (on completion)

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

105 spaces, subject to availability.

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

The amount payable by the Home Owner for each allocated Long-Term Parking spot, being $40.00 per week (inclusive of GST), as increased by 3.5% on 1 January each year.

14 Security and safety Note: Park Owners are required to maintain and implement an emergency plan for the residential park. Additional features listed at park owners discretion. This list may not be exhaustive. Please enquire with park owner for more details.	Does the residential park have any of the following security and safety features? ☒ Security cameras ☒ Key fob/pin code operated Security gates ☐ Emergency phones ☒ Defibrillator(s) Provide details of any other notable security or safety features of the park? A series of security and safety measures become available from the early stages of each Resort.
15 Accessibility features Please provide details of features in the park to assist home owners with mobility or other issues. Details are provided for comparative information only. Home owners with specific accessibility requirements should contact the park owner to ensure the park can meet their needs.	Does the residential park have any of the following accessibility features in the common areas of the residential park? ☒ Ramps ☐ Lifts ☒ Wheelchair-accessible toilets ☒ Extra-wide doors ☒ Wheelchair-accessibility to Letterboxes ☒ Wheelchair-accessibility to Residential Park Office What parts of the park have these features? A series of security and safety measures become available from the early stages of each Resort. Subject to variations.

Part 4 – Miscellaneous	
16 Other dwellings	Does the park contain dwellings other than manufactured homes (i.e., is a mixed-use park)? ☐ Yes ☒ No If yes, provide details, for example caravans, holiday rental cabins, residential premises (including manufactured homes) under residential tenancy agreements)
17 Development Indications of future plans may be subject to change. For more information contact the park owner.	Has the development of the park been completed? ☐ Yes or No (**Crossed for Yes**) 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? The development is projected to be available late 2031. If no, provide details of any services, amenities or facilities that will become available when development is complete, including when these will be available: Grand ballroom with theatre stage, Library, Coffee bar, Consultation room, Music room,Commercial kitchen, Games room, Gymnasium, Salon Space (services not included in Site Rent and subject to service fees where applicable), Tenpin bowling Summer House: Lounge, Outdoor pool (not heated) Lifestyle Pavilion: BBQ area, Indoor swimming Long Term Parking, Dog Run Sports Precinct: Outdoor lawn bowls, pickle ball court, tennis court (Subject to Site Agreement conditions, Development Approval, Availability of building materials and tradesmen)
18 Home owners committee	Does the park have a home owners' committee? ☐ Yes or No (**Crossed for Yes**)
19 Letting the home	Do site agreements in the residential park permit home owners to let their home to another person? ☐ Yes ☒ No If yes, detail any restriction on letting:

20 Temporary stays	Do site agreements in the residential park include any limitations or requirements on people temporarily staying in the residential park? (For example, house sitters, pet sitters or family members temporarily staying at the home)? ☒ Yes ☐ No If yes, detail any limitations or requirements? If any person intends to reside in the Manufactured Home (with the Home Owner) as their place of residence for any period of time, the Home Owner must seek the Park Owner's consent for that person to do so, and the Park Owner, in its sole discretion may, in writing, permit that person to occupy the Manufactured Home with the Home Owner as an Authorised Occupant. For each additional Approved Occupant, the Home Owner must pay an additional fee valued at 35% of the weekly Site Rent. The Home Owner must ensure that their visitors are only on the Site Area in the Park whilst the Home Owner is also present. The Home owner must not allow unauthorized persons or vehicles into the Park. The Home Owner must not allow the Manufactured Home or the Site Area to be occupied under a lease or other occupancy arrangement for any period of time (including AirBnB, house sitting, house swapping and similar arrangements) unless the Park Owner provides its prior written consent.
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 will, at all times and at the Home Owner's cost, obtain and keep in full force and effect the Home Owner's Insurances. The Home Owner will inform each insurer, in obtaining the Home Owner's Insurance, that the Manufactured Home and its contents are located within the Park, being a residential park for the purposes of the Act that is owned 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: The allowable number, and the keeping of pets generally by Resident Persons must be in accordance with local authority requirements. Further, no pets are permitted to be kept at the Park without the consent of the Park Owner. Such consent may be withheld or issued conditionally from time to time. Pets, except for service animals, are not permitted inside of any communal facility.
23 Park rules	Please provide a list of the park rules (may be provided as an attachment) Please refer to the Park Rules ***attached*** herein.

Part 6 – Park details and operations	
24 Park owner details	☐ **Individual owner/s** Title.....Full name Title.....Full name Title.....Full name ☒ **Corporate owner** Full company / corporation name LG RESORTS NO 3 PTY LTD Australian Company Number (ACN): 662 327 540 Australian Business Number (ABN): 21 662 327 540 Business address: PO Box 5056 Suburb: GCMC State: QLD Post code: 9726
	Phone number: 0438 870 271 Email address: rockhampton.manager@livinggems.com.au
25 Park contact Please provide contact details for the residential park for information and enquiries if different from above.	Contact name: Park Manager Park phone: 1800 954 214 Park email: rockhampton.manager@livinggems.com.au

Is the Park Owner a signatory to an industry-based code of conduct or is voluntarily accredited through an industry-based accreditation scheme?

☐ Yes ☒ No

Details:

Further Information

If you would like more information, contact the Department of Housing and Public Works on 13 QGOV (13 74 68) or visit our website at **www.hpw.qld.gov.au**

Regulatory Services (Department of Housing and Public Works)
Regulatory Services administers *the Manufactured Homes (Residential Parks) Act 2003*. This includes investigating breaches of the Act.

Department of Housing and Public Works GPO
Box 690, Brisbane, QLD 4001
Phone: 07 3013 2666
Email: regulatoryservices@housing.qld.gov.au
Website: www.housing.qld.gov.au/housing

Queensland Retirement Village and Park Advice Service (QRVPAS)
Specialist service providing free information and legal assistance to home owners and prospective home owners in residential parks in Queensland.
Caxton Legal Centre Inc Level
23, 179 Turbot Street
Brisbane Qld 4000
Phone: 07 3214 6333
Email: qrvpas@caxton.org.au
Website: www.caxton.org.au

The Queensland Manufactured Home Owners Association Inc (QMHOA)
Is a peak body representing owners of manufactured homes in Queensland.
They provide information and assistance to home owners and prospective home owners in relation to their rights and responsibilities under the *Manufactured Homes (Residential Parks) Act 2003.*
Phone: 07 3040 2344
Website: www.qmhoa.org.au

Seniors Legal and Support Service
Provides free legal and support services for seniors concerned about elder abuse, mistreatment or financial exploitation.
Caxton Legal Centre Inc Level
23, 179 Turbot Street
Brisbane Qld 4000
Phone: 07 3214 6333
Email: slass@caxton.org.au
Website: www.caxton.org.au/sails_slass

Queensland Civil and Administrative Tribunal (QCAT)
This independent decision-making body helps resolve disputes and reviews administrative decisions by government.

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

Queensland Law Society
Find a solicitor
Law Society House

179 Ann Street, Brisbane, QLD 4000
Phone: 1300 367 757
Email: 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

Living Gems™

Park Rules

To help everyone enjoy life at Living Gems Rockhampton, these Park Rules have been created to ensure a safe and well-managed community. They're designed to support a relaxed and respectful environment, with minimal fuss and maximum enjoyment.

1 INTRODUCTION

1.1 Purpose

(a) These rules are designed to protect, organise, and benefit all Home Owners living in the Resort.

1.2 Scope

(a) The Park Rules contain rules about the use, enjoyment, control and management of the Resort, and is relevant to the Act.

(b) All Home Owners must comply with the Park Rules.

(c) It is your responsibility to inform and ensure that your Guests comply with the Park Rules.

1.3 Interpretation

(a) Capitalised terms in these rules adopt the meanings in your Site Agreement unless otherwise defined in rule 4 – *Definitions*.

(b) These rules must be read together with your Site Agreement. Where there is inconsistency, the Site Agreement prevails.

2 GENERAL CONDUCT AND USE

2.1 Noise

(a) Noise that may be an annoyance or nuisance to, or that is likely to interfere with the peaceful and quiet enjoyment of, Home Owners and Guests are not permitted in the Resort.

(b) Power tools and similar devices must not be used in a manner that disturbs the peace and quiet enjoyment of Home Owners and Guests.

(c) Gatherings must not disturb the peace and quiet enjoyment of other Home Owners and Guests.

(d) For Home Owners and Guests, machinery or equipment must not be operated outside of Permitted Hours.

(e) The Park Owner is strictly exempt from Rule 2.1(d). The Park Owner reserves the right to maintain its Facilities and Common Areas outside of the Permitted Hours.

2.2 Speed Limits and Parking

Speed Limits

(a) Roads are shared zones with a maximum speed of 10km/h, unless otherwise signed.

(b) Only registered, third-party insured and roadworthy vehicles may enter, be driven (by persons who are appropriately licensed) or be parked in the Resort.

(c) Vehicles are only permitted on roadways designed or designated for vehicular traffic only.

Parking

(d) You must notify the Park Owner of the registration details of your vehicles, caravans, boats, and trailers. If a vehicle is unregistered, we reserve the right to refuse entry.

(e) Home Owners may park their vehicles, including a boat or trailer in their garage as and when is required.

(f) A visitor can use either the Home Owners Site garage or the designated visitor parking in the Resort.

(g) Do not park on driveways for extended periods or anywhere else in the Resort except in a designated parking space.

(h) Guests only may park in designated parking areas for up to 48 hours (or outside the Resort during functions).

(i) If not blocking roadways or other Home Owners Sites, caravans and motorhomes may be parked outside a home (on the road) for up to 24 hours for loading/unloading only.

(j) No large commercial vehicles may be parked in the Resort, unless they make deliveries.

2.3 Alcohol and Smoking

(a) Facilities and equipment must not be used if you are affected by drugs or alcohol.

(b) Smoking, including the use of e-cigarettes and vapes, is not permitted in Facilities, and Home Owners must comply with local authority requirements.

(c) Alcohol may only be consumed in designated areas of the Facilities.

(d) Alcohol service or the sale of alcohol in the Facilities requires approval and compliance with liquor laws.

2.4 Waste

(a) Use toilets, drain, and waste systems only for their intended purposes. Do not flush wet wipes or other non-flushable items or refuse. Damage to sewer system, and costs to repair will be at responsible Home Owners expense.

(b) Keep Sites, garages, and carports free of rubbish.

(c) Dispose of household rubbish in designated bins and follow local authority requirements.

(d) Bins should be stored out of sight except for at collection times.

2.5 Pets

(a) Home Owners must not:

(i) bring to, or keep within, the Resort any animal (except for an Excluded Animal) without the prior written approval of the Park Owner; or

(ii) permit Guests to bring to, or keep within, the Resort any animal (except for an Excluded Animal).

(b) If a Home Owner wishes to keep a pet (except for an Excluded Animal), the Home Owner must first make a written application to the Park Owner, in the form required by the Park Owner, for approval.

(c) The Home Owner's application will be considered and, in the sole and absolute discretion of the Park Owner, may be (subject to all laws, Government Authority requirements and regulations):

(i) refused; or

(ii) accepted on reasonable terms and conditions.

(d) An approval given by the Park Owner under this Park Rule:

(i) will terminate upon

(a) the Pet passing away (such that a fresh written application will be required for any replacement Pet); or

(b) the Termination or assignment of the Site Agreement pursuant to the Act; and

(ii) may, in the sole and absolute discretion of the Park Owner, 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.

(e) Pets must be leashed and controlled in common areas and not enter another Site without permission.

(f) Owners must collect and dispose of pet waste and ensure the pets do not cause unreasonable noise.

(g) Pets (other than service animals) are not permitted inside Communal Facilities.

2.6 Mail and Deliveries

(a) Collect mail regularly from your designated mailbox.

(b) Arrange direct delivery of parcels to your Site or post office: Resort staff do not accept deliveries.

3 RESORT COMMON AREAS AND COMMUNAL FACILITIES

3.1 Use and Access

Booking and Use

(a) Facilities can be booked by both the Park Owner and Home Owner using the relevant Booking Diary.

(b) Booking a Resort Common Area or Communal Facility may incur a bond pursuant to Living Gems' Private Functions Policy.

(c) Home Owners have priority over Guests when using Communal Facilities.

(d) Religious or political gatherings in the Facilities are not permitted, unless approved by the Park Owner.

(e) Facilities must only be used for their intended purpose and not for any illegal or inappropriate activity, or in a way that damages the Facility or Living Gems' reputation.

(f) An exception to the intended purpose in Rule 3.1(e), is using the Communal Facility as per the Living Gems' Private Functions Policy.

(g) Home Owners must comply with the *Community Facilities Schedule*, which sets permitted hours and eligible users.

(h) Guests must always be accompanied by the Home Owner in the Facilities.

(i) Notices for social activities require Park Manager approval, must not exceed A5 size, are only to be physically displayed on the community noticeboard and must be removed after the event.

Access and Security

(j) Resort entry and exit gates remain closed by the Park Owner. Access is granted by a fob system, keypad, and/or applications for Home Owners use.

(k) The main gate is the designated entry and exit point for the Resort; all other gates are for emergency use only.

3.2 Facility Conditions of Use

General Conditions of Use

(a) The Park Owner reserves the right to use a Communal Facility for activities which include marketing and events.

(b) With respect to or within any Facility, at our sole discretion and written approval, you and your Guests must not:

(i) Display signs, advertisements, or banners on any Facility;

(ii) Conduct business, auctions, or similar activities;

(iii) Store items unless permitted in a designated area or that may affect Resort insurance;

(iv) Distribute flyers or promotional materials;

(v) Damage, remove, or tamper with any equipment, fixtures or utilities;

(vi) Use chemicals, or unsafe heating or lighting devices;

(vii) Hang or dry any item on a Facility;

(viii) Cause annoyance, disrespect, or disturbance to others;

(ix) Ride or play on thoroughfares (except bicycles and mobility scooters); and

(a) Skateboards, rollerblades, and non-motorised scooters are prohibited; and

(b) All mobility scooters must be registered and insured;

(x) Take any vehicle or transport (except wheelchairs) onto timber, bowls, or artificial turf areas;

(xi) Use the Facilities for anything other than their intended purpose or for any commercial or business use;

(xii) Interfere with mechanical, electrical, or plumbing systems.

(c) Offensive, illegal, or noxious activities are strictly prohibited.

(d) No food or beverages (except water) in Facilities without permission; use plastic only (no glass) in pool and gym areas.

(e) Report any damage or faults promptly to Resort Management.

(f) Leave Facilities clean and secure, clean and return items after use, and turn off relevant equipment, appliances and lights / air-conditioning.

Compliance and Indemnity

(g) You and your Guests must follow all reasonable lawful directions and posted Facility Rules for the Facilities.

(h) You and your Guests use any Facility at your own risk.

(i) You must actively supervise your Guests (including children) at the Facilities at all times.

(j) You and your Guests must be, and be responsible for ensuring that you/they are, medically fit to use a Facility in a safe and reasonable manner.

(k) Always follow, and be familiar with, any equipment manuals and instructions provided and all safety or other reasonable directives before and when using the Facilities.

(l) Use the Facilities in a safe and reasonable manner.

(m) The Park Owner reserves the right to restrict the use of Facilities for the following occurrences:

(i) insurance concerns arising from the use of the Communal Area or Facility;

(ii) marketing a Communal Area or Facility;

(iii) if we are required by law;

(iv) if there is an emergency;

(v) if it is necessary to protect health and safety of Home Owners or our employees;

(vi) further development of the Resort; and

(vii) upkeep or maintain the Facility.

(n) Do not damage or misuse the Facilities, in which case the relevant Home Owner is responsible for the costs of rectifying any damage caused.

3.3 Facility Operation and Safety

(a) Facility-specific rules and policies apply to all Communal Facilities such as: ('**Facility Rules'**)

(i) Country Club;

(ii) Pools;

(iii) Gym;

(iv) Bowls Green;

(v) Workshop;

(vi) Vehicles; and

(vii) Sports Courts.

(b) The Facility Rules will include conditions of use, safety procedures, and operating hours.

(c) Both written approval and an induction are required before using the Workshop or Resort Vehicle/

4 DEFINITIONS

Act includes the relevant legislation for the State as shown below in Table 1:

Table 1: Defined States Acts and sections (if applicable).

State	Act(s)	Section(s)
Queensland	*Manufactured Homes (Residential Parks) Act 2003* (Qld) ("**MHA**")	MHA: Section 77
New South Wales	*Residential (Land Lease) Communities Act 2013* (NSW) ("**RLLC**") *Residential (Land Lease) Communities Regulation 2015* ("**RLLCR**")	RLLC: Section 21(2) RLLCR: Schedule 1
Victoria	*Residential Tenancies Act 1997* (Vic) ("**RTA**") *Residential Tenancies Regulations 2019* (Vic) ("**RTR**")	RTA: Section 206I(2) RTR: Regulation 25
South Australia	*Residential Parks Act 2003 (*SA) ("**RPA**")	RPA: Section 6
Northern Territory	*Caravan Parks Act 2012* (NT) ("**CPA**")	CPA: Section 13
Western Australia	*Residential Parks (Long-stay Tenants) Act 2006* (WA) ("**RPLST**")	RPLST: Section 54A

Booking Diary means the system for reserving access to a Communal Facility.

Communal Facilities / Facilities means the Resort's Communal Facilities listed in the *Community Facility Schedule*.

Excluded Animal includes a guide dog / service animal, or fish in an indoor aquarium.

Guests means any authorised occupant, contractor, tradesperson, visitor or other invitee of a Home Owner.

Home Owner includes the following definitions in Table 2:

Table 2: Defined States Acts and Home Owner Term (if applicable)

State	Act	Included Term
Queensland	*Manufactured Homes (Residential Parks) Act 2003* (Qld) ("**MHA**")	Home Owner
New South Wales	*Residential (Land Lease) Communities Act 2013* (NSW) ("**RLLC**")	Resident
Victoria	*Residential Tenancies Act 1997* (Vic) ("**RTA**")	Site Tenant
South Australia	*Residential Parks Act 2007* (SA) ("**RPA**")	Resident
Northern Territory	*Caravan Parks Act 2012* (NT) ("**CPA**")	Occupier
Western Australia	*Residential Parks (Long-stay Tenants) Act 2006* (WA) ("**RPLST**")	Long-stay tenant or tenant

Permitted Hours means:

(a) Monday to Friday 9am to 5pm; and

(b) Saturday to Sunday 10am to 4pm.

Resort means a Living Gems Rockhampton.

Site means Site Area, on-site Home, Site, Manufactured Home, or Residential Site.

We / Our / Us means the Park Owner.

You / Your means a Home Owner.

FACILITY (if applicable)	TYPICAL HOURS OF OPERATION	PERMITTED PERSONS	PRIVATE FUNCTIONS AVAILABLE *Subject to Approval*
Country Club	5:00am–9:00pm 7 Days	Home Owners & Guests	Yes
Indoor Pool & Spa		Home Owners & Guests (Pool over 5+) (Spa over 16+)	No
Gymnasium		Home Owners & Guests (18+)	No
Bowls Green		Home Owners & Guests (16+)	Yes
Bowling Alley		Home Owners & Guests (10+)	Yes
Other Facilities (Library, Craft Room, Function Rooms, BBQ Areas, etc.)		Home Owners & Guests	Yes
Workshop	8:00am–3:00pm Mon–Fri	Home Owners (18+)	No
Tennis / Pickleball / Bocce	7:00am–8:00pm 7 Days	Home Owners & Guests (5+)	Yes
Outdoor Pool & Spa			No