

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

Park owner signature  Date 15/12/25 | 12:57 AEDT

Residential park details

Park name Burleigh Town Village
 Phone 1300 889 420
 Park address 3 Township Drive
 Suburb Burleigh Heads State QLD Postcode 4219
 Website burleightown.com.au Number of current manufactured home sites 200
 Park contains: ☒ only manufactured homes ☐ multiple dwelling types (see section 15)
 Total number of sites (including other dwelling types) currently in park 200

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 1995

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

\$996.15 - \$1150.00

This applies to site agreements entered from DD/MM/YYYY)

How often is site rent due:

☐ Weekly ☐ Fortnightly ☐ Monthly ☒ Other (specify) Every 4 weeks

2 Site rent increases

The proposed basis for how site rent can be increased under a site agreement for the site.

How does site rent increase for new home owners in the residential park?

Basis

Current site rent increased by the greater of the following percentages -

(a) CPI increase March quarter); (b) 3.5%

General increase day (DD/MM/YYYY)

A general increase day is the day that site rent increases for all sites using a particular basis. A general site rent increase for a site cannot occur more than once a year.

Frequency

☒ Annual ☐ Other (specify)

Additional information (specify any additional basis, increase day and frequency below)

.....
.....
.....

Note: general site rent increases are limited to once per year using only a single basis at a time. However, some park owners may have multiple bases which apply in different years.

3 Mandatory costs or fees not included in site rent (GST inclusive)

Note: Does not include sales commissions where the park owner resells homes.

Are home owners in the park required to pay any additional costs or fees which are not included in site rent?

☒ Yes (provide details below) ☐ No

Total costs / fees: \$unknown

Details of costs / fees and when payable:

Utilities including but not limited to water, sewerage/waste water,

insurance on manufactured home

Part 2 – Utilities and services

4 Electricity

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

☐ Included in site rent ☒ Not included in Site Rent

☐ Other (specify)

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

☐ Included in site rent ☒ Not included in Site Rent

☐ Other (specify)

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

☒ Yes ☐ No

For more information about embedded networks see:

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

Can solar panels be installed on manufactured homes?

☒ Yes ☐ No

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

☒ Yes ☐ No

If yes, specify

See Attachment A

.....
.....

5 Water

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

☐ Included in site rent ☒ Not included in Site Rent

☐ Other (specify)

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

☐ Included in site rent ☒ Not included in Site Rent

☐ Other (specify)

.....

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

<div>11 Park Manager and staff</div> <div>Please provide details about the availability of park management.</div>	<div>Is an on-site manager (or representative) available to home owners?</div> <div><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</div> <div>Details of on-site availability:</div> <div>Park Managers office open 1 day per week, see park managers office</div> <div>door/noticeboard for times and day</div> <div>Does the on-site manager live on-site or work on-site?</div> <div><input type="checkbox"/> Lives on-site <input checked="" type="checkbox"/> Works on-site <input type="checkbox"/> Not applicable</div> <div>Does the park have an after-hours emergency contact?</div> <div><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</div> <div>After-hours emergency contact details</div> <div>Phone 0460 316 220 - Only for park related issues such as water, electricity, sewerage.</div> <div>Do any other staff work in the residential park?</div> <div><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</div> <div>If yes, provide details (e.g. First Aid Officer, Security, Grounds person etc).</div> <div>Grounds person</div>
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Part 3 – Facilities and amenities

12 Communal/shared facilities Please provide details about the facilities currently available in the park, including any additional costs for the use of these facilities.

(NOTE: Under section 14 (a) (iii) of the Act, a home-owner has non-exclusive use of the park's common areas and communal facilities).

☒ Activities, workshops or games room/s

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

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

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

☒ BBQ area outdoors

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

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

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

☒ Bowling green

☐ Indoor ☒ Outdoor

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

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

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

☒ Club House

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

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

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

☒ Communal open space

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

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

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

☐ Gym

Details.....Nil
.....

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

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

☒ Library

Details.....
.....

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

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

☐ Restaurant / Cafe

Details.....Nil
.....

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

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

☐ Shops

Details.....Nil
.....

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

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

☐ Park bus or other park-supplied transport options

Details (conditions for use)

Nil

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

Frequency:

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

☒ Swimming pool

☐ Indoor ☒ Outdoor ☐ Heated ☒ Not heated

Size: 14 meter x 5 meter

Details Home owners must accompany guests

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

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

☐ Tennis court / Pickleball

Details Nil

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

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

☐ Changing rooms and showers at sports facilities

Details Nil

☒ Kitchens in communal facilities

Details Only at the club house

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)

Nil

13 Parking

Please provide details of parking available to home owners and their guests.

Do home owners have personal parking space/s on their site?

☐ Yes ☐ No ☒ Varies by site

Are there any restrictions on home owners parking on or adjacent to their site (e.g. on their driveway)? If so, please provide details:

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

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

☐ Yes ☒ No

If yes, specify number of spaces and any conditions

Is there additional parking available for visitor use?

☒ Yes ☐ No

If yes, specify number of spaces 25

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

N/A

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

N/A

<div><div>14 Security and safety</div><div><p>Note: Park Owners are required to maintain and implement an emergency plan for the residential park.</p><p>Additional features listed at park owners discretion. This list may not be exhaustive. Please enquire with park owner for more details.</p></div></div>	<div><div>Does the residential park have any of the following security and safety features?</div><div><div><input type="checkbox"/> Security cameras</div><div><input type="checkbox"/> Key fob/pin code operated Security gates</div><div><input type="checkbox"/> Emergency phones</div><div><input checked="" type="checkbox"/> Defibrillator(s)</div></div><div><div>Provide details of any other notable security or safety features of the park?</div><div><div></div><div></div><div></div><div></div></div></div></div>
<div><div>15 Accessibility features</div><div><p>Please provide details of features in the park to assist home owners with mobility or other issues.</p><p>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.</p></div></div>	<div><div>Does the residential park have any of the following accessibility features in the common areas of the residential park?</div><div><div><input type="checkbox"/> Ramps</div><div><input type="checkbox"/> Lifts</div><div><input checked="" type="checkbox"/> Wheelchair-accessible toilets</div><div><input type="checkbox"/> Extra-wide doors</div><div><input type="checkbox"/> Wheelchair-accessibility to Letterboxes</div><div><input type="checkbox"/> Wheelchair-accessibility to Residential Park Office</div></div><div><div>What parts of the park have these features?</div><div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div></div></div>

Part 4 – Miscellaneous	
<div>16 Other dwellings</div>	<div>Does the park contain dwellings other than manufactured homes (i.e., is a mixed-use park)?</div> <div><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div> <div>If yes, provide details, for example caravans, holiday rental cabins, residential premises (including manufactured homes) under residential tenancy agreements)</div> <div><div></div><div></div><div></div><div></div></div>
<div>17 Development</div> <div>Indications of future plans may be subject to change. For more information contact the park owner.</div>	<div>Has development of the park been completed?</div> <div><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</div> <div>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?</div> <div>N/A</div> <div><div></div><div></div><div></div><div></div></div> <div>If no, provide details of any services, amenities or facilities that will become available when development is complete, including when these will be available</div> <div>Nil All complete</div> <div><div></div><div></div><div></div><div></div></div>
<div>18 Home owners committee</div>	<div>Does the park have a home owners' committee?</div> <div><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</div>
<div>19 Letting the home</div>	<div>Do site agreements in the residential park permit home owners to let their home to another person?</div> <div><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div> <div>If yes, detail any restriction on letting:</div> <div><div></div><div></div><div></div><div></div></div>

<div>20 Temporary stays</div>	<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>a) The home owner must not, without the park owner ' s prior written consent:</p> <p>.....</p> <p>(i) permit the manufactured home or the site to be occupied by any person(s) (who is not</p> <p>.....</p> <p>a home owner named in Part 1 Section 2 of the Form 2) whilst the home owner is not</p> <p>.....</p> <p>present; or (ii) have any Invitees on the site for more than 14 days in any six month period.</p> <p>.....</p> <p>(b) At least two days prior to having any Invitee stay in the manufactured home or on the site the home owner must give the park owner notice in writing of the Invitee ' s name and the period of</p> <p>.....</p> <p>time the home owner expects the Invitee will stay.</p> <p>.....</p> <p>(c) The home owner must not require an Invitee to pay any fee to the</p> <p>home owner for staying in the manufactured home or on the site:</p> <p>.....</p>
<div>21 Insurance</div> <div>Please provide details about any insurance taken out over the park land and/or facilities</div>	<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 maintain adequate insurance with a reputable insurer for:</p> <p>.....</p> <p>(a) loss or damage in respect of the manufactured home, its contents and any other improvements on the site;</p> <p>.....</p> <p>(b) public liability insurance in an amount reasonably nominated by the park owner, but not less than \$10 million; and</p> <p>.....</p> <p>(c) any other risks notified by the park owner, acting reasonably.</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

Part 5 – Park Rules

[illegible]

Part 6 – Park details and operations

24 Park owner details

☐ Individual owner/s

Title.....Full name

Title.....Full name

Title.....Full name

☒ Corporate owner

Full company / corporation name

SERENITAS OPERATIONS II PTY LIMITED

Australian Company Number (ACN) 682 707 580

Australian Business Number (ABN) 18 682 707 580

Business address

SUITE 36.03, 60 MARGARET STREET

Suburb SYDNEY State NSW Post code 2000

Phone number 0460 316 220

Email address info@burleightown.com.au

25 Park contact

Please provide contact details for the residential park for information and enquiries if different from above.

Contact name.....

Park phone.....

Park email.....

Further Information

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

Regulatory Services (Department of Housing and Public Works)

Regulatory Services administers the *Manufactured Homes (Residential Parks) Act 2003*. This includes investigating breaches of the Act.

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

Queensland Retirement Village and Park Advice Service (QRVPAS)

Specialist service providing free information and legal assistance to home owners and prospective home owners in residential parks in Queensland.

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

The Queensland Manufactured Home Owners Association Inc (QMHOA)

Is a peak body representing owners of manufactured homes in Queensland. They provide information and assistance to home owners and prospective home owners in relation to their rights and responsibilities under the *Manufactured Homes (Residential Parks) Act 2003*.

Phone: 07 3040 2344
Website: www.qmhoa.org.au

Seniors Legal and Support Service

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

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

Queensland Civil and Administrative Tribunal (QCAT)

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

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

Queensland Law Society

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

Department of Justice and Attorney-General

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

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

ATTACHMENT A SOLAR

As the park has an embedded network any additional solar must be approved by the Distributed Network Service Provider (DNSP) and park management. If the total embedded network has self-generated electricity (such as solar) above 30Kva all additional self-generated electricity will need to comply with the connection standards (Energy Queensland's STNW1174) Part of this is where a company with a staff member (or a subcontractor) that is part of the Register of Professional Engineers Queensland (RPEQ) submits a design certification report to the DNSP, this is done by the company that sells to equipment to the home owner not the park owner. (Part of this document describes the hardware to be used (Inverter type and panel type) methodology of control of power production and export (where applicable) and maintenance and control of predetermined power quality parameters. (This includes voltage rise, over and under voltage, over and under frequency among other settings.)

The DNSP only allows for 1 enquiry at a time. The park owner or another home owner may already have an open enquiry with the DNSP that must be finalised before a home owner can start another enquiry / application with the DNSP.

The home owner may find that the costs associated with this process outweigh the benefit from adding solar as an individual and this process may be more beneficial if multiple home owners preform this at the same time to distribute the required costs by the DNSP between multiple home owners.

The Park Owner also requests the home owner to fill in the Alteration and Addition request form as per the site agreement. (An extract is below)

4.4 Alterations with consent

- (a) The home owner must not carry out any alterations, improvements or additions of any kind, to:
 - (i) the manufactured home that are visible from outside of the manufactured home; or
 - (ii) the site or any improvements or services on the site,
 without:
 - (iii) the park owner's prior written consent; and
 - (iv) the approval (where necessary) of any relevant Authority.
- (b) The park owner must not unreasonably refuse to give its consent to a request made by the home owner under special term 4.4(a).
- (c) Any pre-existing alterations to the manufactured home, any improvements on the site or any pre-existing alterations to the site visible from outside the manufactured home generally are deemed unapproved unless written approval from the park owner (or its predecessor) and (if required) the relevant Authority can be produced.

4.5 **Solar Systems**

If:

- (a) the park owner gives its consent to a request made by the home owner under special term 4.4(a) to install an electricity generation and/or storage system on the manufactured home or the site (**Solar System**); or
- (b) a Solar System is already installed on the manufactured home or the site,

the home owner acknowledges and agrees:

- (c) the home owner:
 - (i) is responsible for all costs associated with the installation, connection, use, maintenance and repair of the Solar System;
 - (ii) installs and uses the Solar System at the home owner's risk; and
 - (iii) releases the park owner and its Agents from all Claims arising out of or in connection with the installation and use of the Solar System, except to the extent the Claim is caused or contributed to by the negligence or default of the park owner or its Agents; and
- (d) the park owner is not liable for (or required to arrange) any payment or credit to be allowed to the home owner for any excess power the Solar System may generate.

ATTACHMENT B PETS

Park Rules

1. PETS :	
A.	Your pets are permitted in Burleigh Town Village, only under the following rules:
B.	Residents, existing or new residents shall be permitted to keep <u>one (1) pet</u> on their site <u>only</u> . This is to mean <u>either</u> one (1) cat or one (1) small dog.
C.	Dogs must be restricted in size to small breeds of dogs only and must not exceed 10 kg in weight or be over 400 mm in height. Any variation to this requirement will require the approval of Management.
D.	Dogs that are continuously noisy or regarded as a yapping breed of dog will not be permitted.
E.	Dogs with excessive barking problems! Home Owners will be required to purchase a citronella collar to control barking (available from your vet) or call "Bark Busters".
F.	Acceptance of any pet, including existing pets, is subject to written approval of Management, following application at the Office of Burleigh Town Village (at 524 Nerang-Broadbeach Road Carrara), and any pet introduced without Management approval must be removed from the Village and not permitted to return.
G.	All cats and dogs, both existing and new, must be desexed and microchipped (written proof from vet to be supplied).
H.	Dogs considered to be dangerous by the Park Owner shall not be permitted in the Village.
I.	All dogs, both existing and new, must be registered with the Gold Coast City Council and a copy of the certificate of registration and its renewal must be provided to Management each year.
J.	All animals must be confined to the resident's site at all times unless being walked by the owner on a lead. All droppings must be collected instantly and disposed of in the owner's toilet.
K.	Pets are not permitted <u>at any time</u> in, or on, recreational areas or facilities (i.e. swimming pool, bowling green, Recreation Room).
L.	No visitors will be permitted to bring any pet onto the Village under any circumstances.
M.	The owner of a cat will be required to install a cat net in his/her backyard or such other arrangement as may be approved by Management in order to confine the cat within his/her site at all times. Approval to keep a cat will only be granted when Management is satisfied that suitable arrangements have been made to confine the cat.

N.	A maximum of two (2) non-noisy birds are permitted per site.
O.	All incoming residents must sign an amendment that will form part of their Agreement, which states that they agree to abide by the conditions of keeping a pet at Burleigh Town Village.
P.	Three (3) strikes and you're out. This rule will apply to all residents with animals. Where an animal is disruptive and complaints are received, two (2) written warnings will be issued and the third notice will be for the removal of the pet or permanent rectification of the problem. (i.e. devoicing noisy dogs, etc).
Q.	A Committee of three residents will resolve any minor pet problems prior to coming to Management. All complaints must be in writing and directed to the Pet Committee.
R.	At all times the owners of Burleigh Town Village will have the power to remove any pet for any reason as they see fit. The owners of Burleigh Town Village shall not be required to give any reason or enter into any dialogue as to why the pet is to be removed. However, this shall only occur where a pet causes a serious or recurring nuisance to other residents or Park Management.
S.	Any person who has a pet or is bringing a pet onto the Village where that pet has not been desexed or microchipped must pay a bond of \$300. This bond shall be held for a maximum period of 60 days. At the expiration of 60 days proof of desexing and microchipping must be provided and the bond shall be fully refunded and written approval given. In the event the owner does not desex or microchip, the bond shall be used to cover costs of removing the pet and shall not be refunded. (NB For pets under 6 months of age at time of application, no bond is required, however proof of desexing and/or microchipping must be provided once the pet reached the age of 6 months as given above. Failure to comply with the above will mean automatic cancellation of approval for the pet and the pet will have to be removed from the Village immediately).

Site Agreement Special Terms

3.9 Pets

- (a) The home owner must not keep any animals or pets in the manufactured home or on the site without the park owner's prior written consent. The park owner will not unreasonably withhold its consent to a request by a home owner to keep a pet.
- (b) The home owner must ensure:
 - (i) the keeping of the pet complies with local government laws;
 - (ii) the pet does not disturb other home owners or their Invitees;
 - (iii) the pet is a domesticated animal;
 - (iv) the home owner provides details of the type and size of the pet to the park owner;
 - (v) the pet is clean and properly toilet trained and the home owner tidies up after the pet;
 - (vi) the pet is kept on a leash at all times whilst in the park (and not in the manufactured home); and
- (c) The park owner may withdraw its consent for a pet if the home owner (or the pet) does not comply with special term 3.9(b). The onus of proving that the pet complies is on the home owner.

ATTACHMENT C

BURLEIGH TOWN VILLAGE RULES

1. PETS :	
A.	Your pets are permitted in Burleigh Town Village, only under the following rules:
B.	Residents, existing or new residents shall be permitted to keep <u>one (1) pet</u> on their site <u>only</u> . This is to mean <u>either</u> one (1) cat or one (1) small dog.
C.	Dogs must be restricted in size to small breeds of dogs only and must not exceed 10 kg in weight or be over 400 mm in height. Any variation to this requirement will require the approval of Management.
D.	Dogs that are continuously noisy or regarded as a yapping breed of dog will not be permitted.
E.	Dogs with excessive barking problems! Home Owners will be required to purchase a citronella collar to control barking (available from your vet) or call "Bark Busters".
F.	Acceptance of any pet, including existing pets, is subject to written approval of Management, following application at the Office of Burleigh Town Village (at 524 Nerang-Broadbeach Road Carrara), and any pet introduced without Management approval must be removed from the Village and not permitted to return.
G.	All cats and dogs, both existing and new, must be desexed and microchipped (written proof from vet to be supplied).
H.	Dogs considered to be dangerous by the Park Owner shall not be permitted in the Village.
I.	All dogs, both existing and new, must be registered with the Gold Coast City Council and a copy of the certificate of registration and its renewal must be provided to Management each year.
J.	All animals must be confined to the resident's site at all times unless being walked by the owner on a lead. All droppings must be collected instantly and disposed of in the owner's toilet.
K.	Pets are not permitted <u>at any time</u> in, or on, recreational areas or facilities (i.e. swimming pool, bowling green, Recreation Room).
L.	No visitors will be permitted to bring any pet onto the Village under any circumstances.
M.	The owner of a cat will be required to install a cat net in his/her backyard or such other arrangement as may be approved by Management in order to confine the cat within his/her site at all times. Approval to keep a cat will only be granted when Management is satisfied that suitable arrangements have been made to confine the cat.

N.	A maximum of two (2) non-noisy birds are permitted per site.
O.	All incoming residents must sign an amendment that will form part of their Agreement, which states that they agree to abide by the conditions of keeping a pet at Burleigh Town Village.
P.	Three (3) strikes and you're out. This rule will apply to all residents with animals. Where an animal is disruptive and complaints are received, two (2) written warnings will be issued and the third notice will be for the removal of the pet or permanent rectification of the problem. (i.e. devoicing noisy dogs, etc).
Q.	A Committee of three residents will resolve any minor pet problems prior to coming to Management. All complaints must be in writing and directed to the Pet Committee.
R.	At all times the owners of Burleigh Town Village will have the power to remove any pet for any reason as they see fit. The owners of Burleigh Town Village shall not be required to give any reason or enter into any dialogue as to why the pet is to be removed. However, this shall only occur where a pet causes a serious or recurring nuisance to other residents or Park Management.
S.	Any person who has a pet or is bringing a pet onto the Village where that pet has not been desexed or microchipped must pay a bond of \$300. This bond shall be held for a maximum period of 60 days. At the expiration of 60 days proof of desexing and microchipping must be provided and the bond shall be fully refunded and written approval given. In the event the owner does not desex or microchip, the bond shall be used to cover costs of removing the pet and shall not be refunded. (NB For pets under 6 months of age at time of application, no bond is required, however proof of desexing and/or microchipping must be provided once the pet reached the age of 6 months as given above. Failure to comply with the above will mean automatic cancellation of approval for the pet and the pet will have to be removed from the Village immediately).
2. GENERAL :	
A.	No bicycles are to be ridden in the Village after 5.30 pm unless fitted with operating lights.
B.	No roller blades, roller skates, skateboards or scooters are permitted in the Village at any time.
C.	No ball games to be played on the roadways or reserves under any circumstances.
D.	Excessive noise, sounding of horns or boisterous behaviour will not be tolerated at any time. Noise must be kept to a minimum after 10.00 pm.

E.	It is the Home Owner's responsibility to ensure his/her home is adequately covered by insurance.
F.	NO substantial parties or gatherings are to be held without prior written notification to, and approval of, the Park Owner. The Recreation Room is provided for the use of all residents and their guests and is not available for private functions, which exclude the free use of the facility to other residents.
G.	Alcohol shall not be consumed on roadways, nature strips or inside pool area.
3. MOTOR VEHICLES (etc) :	
A.	Home Owners are permitted a maximum of two (2) cars per site and vehicles are to be parked in the driveway and are not to encroach beyond the front of the Home Owner's site boundary (approx 2m from roadway).
B.	Where a Home Owner reduces his/her site carport from two (2) spaces to one (1) he/she may keep only one (1) vehicle in the Village.
C.	<u>No vehicles, caravans, campervans, boats, trailers or bikes are to be parked on roadways, or parked/driven on grassed areas or walking tracks.</u>
D.	Home Owners are not permitted to park their vehicles, boats, vans, trailers, etc, in visitors parking bays.
E.	<u>Speed limit is fifteen (15) kilometres per hour</u> and must be observed throughout the Village by all.
4. RECREATION ROOM, BARBECUE, SWIMMING POOL & BOWLING GREEN:	
A.	The above facilities are for use by all Home Owners and guests; at the completion of use Home Owners and guests are requested to leave these facilities in a neat and tidy condition.
B.	The Home Owner must always accompany their guests, children and visitors when using the above facilities.
C.	Rules and operating times as displayed for Swimming Pool, Bowling Green & Barbecue areas are to be adhered to at all times.
D.	PLEASE NOTE "NO GLASS or ALCOHOL TO BE TAKEN INTO POOL AREA".
5. VILLAGE SITE MAINTENANCE:	
A.	All Sites including house exterior and garden beds are to be kept clean and tidy.
B.	All garbage bins are not to be left in the front of sites except at clearance times. Bins without liners will not be emptied and bins must be washed out regularly.

C.	Garbage must be placed in the residents own garbage bin and not placed in bulk hoppers, which are for use by Village management only.
D.	Management will not collect garden trimmings. Residents must dispose of garden trimmings & other large items by themselves. Garden trimmings are not to be put in resident garbage bins, which are to be used only for normal household rubbish.
6. TRANSFER OF SITE AGREEMENTS – Guidelines:	
A.	The following guidelines regarding Transfer of Site Agreement shall apply at all times.
B.	The Seller must complete the relevant form to notify the Proposed Sale & Assignment upon signing a Contract & send to the Park Owner.
C.	The Buyer must complete the relevant form for “Application for Residency” by way of an interview at our administration office by appointment at least 30 days prior to any intended transfer.
D.	The Seller & Buyer must sign the relevant form of Assignment in duplicate, which the Seller should then send to the Park Owner for consent. Once approved, the relevant form of Assignment will be returned to the Seller who should then hand the form to the Buyer along with a copy of the site agreement prior to settlement. Settlement date to be not less than 30 days from date of signing contract.
E.	The Buyer (including any persons intending to live at the Village) under the age of 50 years will not be considered for residency in the Village. A photocopy of a driver’s licence, passport or other evidence of age, must accompany applications.
F.	A Buyer who intends to introduce a pet to the Village must make an application for that pet.
G.	Only applicants of sound financial standing will be considered for residency of the Village.
H.	Applicants must be intending to use the house as his/her principal place of residence.
7. PARK MANAGEMENT :	
A.	Our Park Manager is in attendance in our Recreational Pavilion on a weekly basis. Should you have the need to contact, raise or discuss matters with the Park Owner pertaining to the Village we ask that you firstly put the matter in writing, include all relevant details (i.e. your name, site and date), mark it to the attention of the Park Manager.