

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 20/02/2025 insert date. Some of the information included may not apply to existing site agreements.

Park owner signature Date 20/02/2025

Residential park details

Park name Kingfisher Gardens
Phone 07 2141 1900
Park address 303 Spring Street
Suburb Kearneys Springs State QLD Postcode 4350
Website <https://hometownaustralia.com.au/qld/toowoomba/kingfisher-gardens> Number of current manufactured home sites 118
Park contains: ☒ only manufactured homes ☐ multiple dwelling types (see section 15)
Total number of sites (including other dwelling types) currently in park 118

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 2021

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

\$465.10 to \$483.70

This applies to site agreements entered from .20/02/2025. 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

4% per annum

(This is subject to the increase limitations of "the greater of CPI or 3.5%" under section 69B of the Act.

General increase day 15 October 2025 (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)

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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: \$.....

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) N/A Usage Charge/s (individually measured and/or metered) ☐ Included in site rent ☒ Not included in Site Rent ☐ Other (specify) N/A 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 The residential park is restricted by conditions set by the network distributor and government authorities regarding excess solar energy which may change from time to time
5 Water	Service Charge/s (individually measured and/or metered) ☐ Included in site rent ☒ Not included in Site Rent ☐ Other (specify) N/A Usage Charge/s (individually measured and/or metered) ☐ Included in site rent ☒ Not included in Site Rent ☐ Other (specify) N/A

6 Sewage	Service Charge/s ☐ Included in site rent ☒ Not included in Site Rent ☐ Other (specify) <u>N/A</u> Usage Charge/s ☐ Included in site rent ☒ Not included in Site Rent ☐ Other (specify) <u>N/A</u>
7 Gas	Service Charge/s (individually measured and/or metered) ☐ Included in site rent ☒ Not included in Site Rent ☐ Other (specify) <u>Must be separately arranged with a third party by the home owner</u> Usage Charge/s (individually measured and/or metered) ☐ Included in site rent ☒ Not included in Site Rent ☐ Other (specify) <u>Must be separately arranged with a third party by the home owner</u>
8 Telephone	☐ Included in site rent ☒ Available but not included in site rent ☐ Not available ☒ Other (specify) <u>Must be separately arranged with a third party by the home owner</u>
9 Internet	☐ Included in site rent ☐ Available but not included in site rent ☐ Not available ☒ Other (specify) <u>Must be separately arranged with a third party by the home owner</u>
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 <u>N/A</u>

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:

Monday - Friday 9:00am - 5:00pm

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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

07.2141.1900

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Do any other staff work in the residential park?

☒ Yes ☐ No

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

Grounds person

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

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

☒ BBQ area outdoors

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

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

☒ Bowling green

☐ Indoor ☒ Outdoor

Details..Recreational bowling green.....
.....

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

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

☒ Club House

Details..Open plan with kitchen, and amenities.....
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Cost: ☒ Included in site rent ☐ Additional fee (specify)

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

☐ Communal open space

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

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

☒ Gym

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

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

☒ Library

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

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

☐ Restaurant / Cafe

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

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

☐ Shops

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

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

☐ Park bus or other park-supplied transport options

Details (conditions for use)

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

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Frequency:

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

☒ Swimming pool

☒ Indoor ☐ Outdoor ☐ Heated ☐ Not heated

Size: Approx: 15m x 9m

Details. Inground

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

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

☐ Tennis court / Pickleball

Details

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

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

☒ Changing rooms and showers at sports facilities

Details. Clubhouse amenities

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☒ Kitchens in communal facilities

Details. Clubhouse kitchen

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

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

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

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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:

Home owners must park vehicles within garage or car ports

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

☐ Yes ☒ No

If yes, specify number of spaces and any conditions

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Is there additional parking available for visitor use?

☒ Yes ☐ No

If yes, specify number of spaces 7 External; 12 Clubhouse;

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

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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

Storage is subject to availability and wait list at the park owners discretion. \$30/m (Fees may vary based on size of vehicle and may change from time to time). Availability is not guaranteed.

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Additional features listed at park owners discretion. This list may not be exhaustive. Please enquire with park owner for more details.

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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.

Clubhouse.....

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 development of the park been completed? ☒ Yes ☐ No 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? If no, provide details of any services, amenities or facilities that will become available when development is complete, including when these will be available
18 Home owners committee	Does the park have a home owners' committee? ☒ Yes ☐ No
19 Letting the home	Do site agreements in the residential park permit home owners to let their home to another person? ☐ Yes ☒ No If yes, detail any restriction on letting:

Part 5 – Park Rules

22 Pets	Are there any restrictions on pets in the park? ☒ Yes ☐ No If yes, provide details: Home owners are restricted by local authority guidelines on the keeping of pets within the site. This includes the amount and size of the pet.
23 Park rules	Please provide a list of the park rules (may be provided as an attachment) See Attached

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 Kingfisher Gardens RLLC Pty Ltd Australian Company Number (ACN) 654 449 573 Australian Business Number (ABN) 25 654 449 573 Business address Suite 3, Level 9 28 Margaret St Suburb Sydney State NSW Post code 2000 Phone number 02 9276 6000 Email address info@hometownaustralia.com.au
25 Park contact Please provide contact details for the residential park for information and enquiries if different from above.	Contact name Community Manager - Rosie Gillece Park phone 07 2141 1900 Park email Kingfisher@hometownaustralia.com.au

Further Information

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

Regulatory Services (Department of Housing and Public Works)

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

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

Queensland Retirement Village and Park Advice Service (QRVPAS)

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

Caxton Legal Centre Inc
Level 23, 179 Turbot Street
Brisbane Qld 4000
Phone: 07 3214 6333
Email: 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@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

PARK RULES

KINGFISHER GARDENS LIFESTYLE VILLAGE

1. Interpretation

"Act" means the Manufactured Homes (Residential Parks) Act 2003 as amended by time to time.

"Building" means any building or buildings located on the Common Areas.

"Common Areas" means those areas of the Village which are set aside from time to time by the Park Owner for the use of Home Owners.

"Costs" means any cost, charges, expenses, outgoings, payments or other expenditure of any nature and where appropriate includes reasonable fees and disbursements payable to Contractors, Consultants, Accountants and Lawyers.

"Home Owner" means a person who has entered into a Site Agreement with the Park Owner in respect of a Site within the Village.

"Improvements" means:-

- (a) any addition or alteration to the Common Areas or any Village Asset; or
- (b) the installation of any fixtures, equipment, appliances or other apparatus in the Common Areas or any Village Asset.

"Invitees" means each of the Home Owner's agents, visitors, licensees or others (with or without invitation) who maybe on a Site or the Common Areas.

"Manufactured Home" means the Manufactured Home located on a Site by a Home Owner pursuant to the terms of a Site Agreement.

"Noise" means noise that is likely to interfere with the peaceful enjoyment of a Home Owner or any person lawfully using the Common Area.

"Park Owner" means Senor Frogs Pty Ltd and its administrators, successors, assigns and transferees.

"Requirement" means any requirement or authorisation of any statutory body, local authority, governmental or other authority necessary or desirable under applicable law or regulation and includes the provisions of any statute or ordinance.

"Service Infrastructure" means any infrastructure for the provision of Services to the Village.

"Services" means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning,

hydraulic elevator and security services and all other services or systems provided in the Village.

"Site" means a site designated for occupation by a Home Owner within the Village.

"Site Agreement" means an agreement between the Park Owner and the Home Owner entered into pursuant to the Act in respect of a Site.

"Village" means the development on the land situated at 303 Spring Street, Toowoomba known as Kingfisher Gardens Lifestyle Village.

"Village Asset" means any building or other asset of the Park Owner located in the Common Areas.

In this document:-

- the singular includes the plural and the plural includes the singular;
- a statute regulation or provision of a statute or regulation ("Statutory Provision") includes that Statutory Provision as amended or re-enacted from time to time and a statute regulation or provision re-enacted in replacement of that Statutory Provision;
- "including" and similar expressions are not words of limitation;
- where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- headings are for convenience only and do not form part of these Rules or effect interpretation.

2. Noise

2.1 A Home Owner must not upon a Site or within the Common Areas create any Noise and, without limitation, must not:-

- (a) hold or permit to be held a function or gathering on the Home Owner's Site that is likely to create Noise; or
- (b) allow radios, radiograms, television sets, stereos or the like to be operated in its Site so as to create Noise.

2.2 A Home Owner may play a piano or other musical instrument within its Site subject to the following:-

- (a) between the hours of 8:00am and 10:00pm they must be played quietly and in a way that is not likely to disturb other Home Owners;
- (b) they must not be played for longer than one hour at a time, nor for a total of more than three (3) hours in any one day; and

- (c) they must not be played at all between the hours of 10:00pm and 8:00am the following day.

2.3 A Home Owner must take all practicable means to minimise the impact of any Noise created on its Site, including, without limitation, the closing of all doors, windows and curtains.

2.4 A Home Owner must ensure that the Home Owner and its invitees and guests who leave or arrive at its Site do so in a quiet and orderly manner.

3. Obstruction of Common Areas

A Home Owner must not obstruct lawful use of the Common Areas by another person, and, without limitation, obstruct access to the Common Areas or any Village Asset.

4. Use of Common Areas

A Home Owner must:-

- (a) use the Common Areas or any Village Asset for the purpose for which it was designed or intended;
- (b) comply with all directions of the Park Owner and rules of the Village relating to conduct on the Common Areas or use of any Village Asset;
- (c) observe all relevant Requirements in connection with the Common Areas or Village Assets;
- (d) not throw or allow to fall or be thrown any paper, rubbish, refuse, cigarette butt or other substance from its Site or onto any part of the Common Areas; and
- (e) not smoke any pipe, cigarette, cigar or other substance or instrument upon any area of Common Areas designated by the Park Owner as a non-smoking area.

5. Use of Barbecue Areas

A Home Owner using the barbecue area must ensure that:-

- (a) the cooking appliances and appurtenances are used in a proper manner and are thoroughly cleaned and turned off after use;
- (b) the area is left neat and tidy and free of rubbish after use; and
- (c) other Home Owners or persons lawfully using the Common Areas are not disturbed by Noise or odours arising from use of the area.

6. Improvements to Common Areas

A Home Owner must not make any Improvements or undertake works on the Common Areas.

7. Refuse Disposal

7.1 The Park Owner may establish a refuse disposal system ("Disposal System") for the Village. The Disposal System may provide for:-

- (a) permitted means and times for refuse disposal and removal;
- (b) disposal routes over Common Areas to be used in conjunction with the Disposal System;
- (c) designation of areas of Common Areas for the storage and collection of refuse;
- (d) arrangements for separation and sorting of refuse;
- (e) special requirements for the storage and collection of flammable, toxic or other harmful substances.

7.2 Each Home Owner must:-

- (a) comply with all Requirements relating to the disposal of refuse;
- (b) comply with the requirements, as notified by the Park Owner, of the Disposal System;
- (c) ensure that the health, hygiene and comfort of other persons is not adversely affected by disposal of refuse;
- (d) if no receptacle is provided by the Park Owner or designated as part of the Disposal System, maintain a receptacle for refuse; and
- (e) if a receptacle is provided by the Park Owner or designated as part of the Disposal System, ensure that refuse for the Home Owner's Site is placed in that receptacle or designated area.

8. Animals

8.1 In the absence of written consent from the Park Owner, a Home Owner must not:-

- (a) bring or keep an animal on a Site or the Common Areas; or
- (b) permit an invitee or guest to bring or keep an animal on a Site or the Common Areas.

8.2 Applications for consent under this Rule must be made in writing to the Park Owner and must be accompanied by a photograph and description of the animal the subject of the application.

8.3 The Park Owner may in its absolute discretion give any consent required by this Rule in respect of any animal that weighs 10 kilograms or less. Such consent:-

- (a) may be given subject to conditions;
- (b) is restricted to the animal the subject of the application; and
- (c) will not apply to any substitute or replacement animal.

8.4 In addition to any conditions applied to a consent under this Rule, a Home Owner bringing or keeping an animal on a Site or Common Areas must comply with the following conditions:-

- (a) the animal must be kept within the Site;
- (b) when the animal is leaving or entering the Site over the Common Areas it must be kept on a leash or carried by an accompanying person;
- (c) the Home Owner must clean up any mess caused by the animal or, in default of that obligation, must bear any Costs incurred by the Park Owner in cleaning up such mess; and
- (d) the animal must not cause any Noise or disturbance that is likely to interfere with the peaceful enjoyment of other Home Owners or persons lawfully using the Common Areas.

8.5 The Park Owner may revoke any consent under this Rule if it receives justifiable complaints that any condition applying to the keeping of the animal is not being observed. If consent is revoked the Home Owner must remove the animal within twenty-four (24) hours of receipt of notice of the revocation.

9. Park Owner Rights

9.1 Subject to the provisions of the Act and any regulations under the Act the Property Home Owner may take steps to ensure security of the Common Areas and the observance of these Rules by any Home Owner including without limitation:-

- (a) restricting access to any part of the Common Areas whether on a temporary or permanent basis including areas used for the location of services and Service Infrastructure; and
- (b) determining rules under which persons are given access to any part of the Common Areas.

10. Home Owner's Parking

10.1 A Home Owner must not park or stand a vehicle or bicycle on the Common Areas other than in those parts of the Common Areas allocated for car parking on an exclusive use basis or other parts of the Common Areas designated for the standing or parking of vehicles or bicycles by Owners.

10.2 All vehicles may only be driven on the parts of the Common Areas that are designed for that purpose and must be driven at safe speed.

11. Invitees

11.1 A Home Owner must take all reasonable steps to ensure that Invitees do not obstruct any other persons' use of the Common Areas or a Home Owner's Site.

11.2 A Home Owner must compensate the Park Owner for all damage to the Common Areas caused by Invitees.

11.3 A Home Owner of a Site must take all reasonable steps to ensure that Invitees comply with these Rules.