

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 27/10/2025 [insert date]. Some of the information included may not apply to existing site agreements.

Park owner signature Anthony Demiris Date 27/10/2025

Residential park details

Park name Vantage Pacific Paradise

Phone 0439 012 229

Park address 596 David Low Way

Suburb Pacific Paradise State QLD Postcode 4564

Website https://avid.com.au/communities/residential/vantage-pacific-paradise/ Number of current manufactured home sites 112

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

Total number of sites (including other dwelling types) currently in park 112

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 operating²⁰¹⁵

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

\$240.00 per week

This applies to site agreements entered from ^{01-Jul-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

Site Rent will increase by the greater of 3.5% and CPI (weighted average of Eight Capital Cities) (March quarter) (see Special Term 1.2(a) of the Site Agreement)

General increase day ^{10-Nov-2026} (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)

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

Home Owners must seek approval for any works which involve solar units, supply changes, batteries

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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)

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6 Sewage	Service Charge/s <input checked="" type="checkbox"/> Included in site rent <input type="checkbox"/> Not included in Site Rent <input type="checkbox"/> Other (specify) Usage Charge/s <input checked="" type="checkbox"/> Included in site rent <input type="checkbox"/> Not included in Site Rent <input type="checkbox"/> Other (specify)
7 Gas	Service Charge/s (individually measured and/or metered) <input type="checkbox"/> Included in site rent <input checked="" type="checkbox"/> Not included in Site Rent <input type="checkbox"/> Other (specify) Usage Charge/s (individually measured and/or metered) <input type="checkbox"/> Included in site rent <input checked="" type="checkbox"/> Not included in Site Rent <input type="checkbox"/> Other (specify)
8 Telephone	<input type="checkbox"/> Included in site rent <input checked="" type="checkbox"/> Available but not included in site rent <input type="checkbox"/> Not available <input type="checkbox"/> Other (specify)
9 Internet	<input type="checkbox"/> Included in site rent <input checked="" type="checkbox"/> Available but not included in site rent <input type="checkbox"/> Not available <input type="checkbox"/> Other (specify)
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>The Park owner will mow and edge any lawn at the front of the site as often as, and in such manner as, the Park Owner may determine from time to time.</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:

Community Manager Office is open from 10am to 12pm

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

Community Manager 0498573041

Do any other staff work in the residential park?

Yes No

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

Community Caretaker

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: Art and craft studio, Residents' workshop, Snooker parlor and games area, Gym and fitness room, Golf simulator, Cinema with surround sound.

Cost: Included in site rent Additional fee (specify)

Available to: Home owners Guests / Visitors Public

BBQ area outdoors

Details: 2 BBQ facilities with undercover seating in alfresco area

Cost: Included in site rent Additional fee (specify)

Available to: Home owners Guests / Visitors Public

Bowling green

Indoor Outdoor

Details: The park features an undercover bowling green, providing a sheltered area for bowling regardless of weather conditions (indoor/outdoor design)

Cost: Included in site rent Additional fee (specify)

Available to: Home owners Guests / Visitors Public

Club House

Details: Clubhouse includes a piano, a gym and fitness room, a bar and lounge area, a fully equipped commercial kitchen, and a grand ballroom with a theatre.

Cost: Included in site rent Additional fee (specify)

Available to: Home owners Guests / Visitors Public

Communal open space

Details. The park features expansive communal open spaces designed for relaxation, outdoor activities, and social gatherings. These areas include well-maintained gardens, seating areas, walking paths, and open lawns.

Cost: Included in site rent Additional fee (specify)

Available to: Home owners Guests / Visitors Public

Gym

Details.....

Cost: Included in site rent Additional fee (specify)

Available to: Home owners Guests / Visitors Public

Library

Details. Library is equipped with a selection of books, magazines, and access to computers for online browsing.

Cost: Included in site rent Additional fee (specify)

Available to: Home owners Guests / Visitors Public

Restaurant / Cafe

Details. The fully equipped commercial kitchen and on-site bar

Cost: Included in site rent Additional fee (specify)

Available to: Home owners Guests / Visitors Public

Shops

Details.....

Cost: Included in site rent Additional fee (specify)

Available to: Home owners Guests / Visitors Public

Park bus or other park-supplied transport options

Details (conditions for use)

The bus is resident-run and provides transportation for various outings and activities. Residents can use the bus for local trips or scheduled events, with fuel costs covered by users. Bookings are required in advance, and availability is subject to the bus schedule and capacity.

Cost: Included in site rent Additional fee (specify)

Residents pay for fuel usage

Frequency:

Available to: Home owners Guests / Visitors Public

Swimming pool

Indoor Outdoor Heated Not heated

Size: 112,000 litres (saltwater)

Details: There is also a spa with a capacity of 7,000 litres for residents' use. Sauna also available.

Cost: Included in site rent Additional fee (specify)

Available to: Home owners Guests / Visitors Public

Tennis court / Pickleball

Details:

Cost: Included in site rent Additional fee (specify)

Available to: Home owners Guests / Visitors Public

Changing rooms and showers at sports facilities

Details: The park offers a toilet with a shower and sink, including hot water, located near the sports facilities.
This is available for residents to use before or after engaging in sports and recreational activities.

Kitchens in communal facilities

Details: The park features a fully equipped commercial kitchen available for use by residents in communal areas.

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)

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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:

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

Yes No

If yes, specify number of spaces and any conditions

~~Residents can park their vehicle in a visitor car space temporarily on a request basis.~~

Is there additional parking available for visitor use?

Yes No

If yes, specify number of spaces ³⁵

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

13 allocated spaces

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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

\$175.00 per month

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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?

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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?

The residential park offers a range of accessibility features in its common areas. The clubhouse is fully wheelchair-accessible, with ramps, a lift for multi-level access, and extra-wide double doors throughout to accommodate mobility aids. There are wheelchair-accessible toilets available, and the pool area also has ramp access. All shared spaces have been designed with accessibility in mind, including the use of wider ... doors across the park.

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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)

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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?

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If no, provide details of any services, amenities or facilities that will become available when development is complete, including when these will be available

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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:

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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?
 Visitors are welcome to stay overnight in their home up to 30 Consecutive days. Long term visitors can be authorised to stay with written permission which may be withheld at our sole discretion. Visitors must be accompanied by the home owner throughout the resort at all times:

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 is to maintain adequate insurance with a reputable insurer for 1. Loss or damage in respect of the home 2. Public liability

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

Vantage by AVID 1 Pty Ltd ATF Vantage Pacific Paradise Trust

Australian Company Number (ACN)

Australian Business Number (ABN) 53 303 716 508

Business address

Level 5, 7 Macquarie Place

Suburb Sydney State NSW Post code 2000

Phone number 1300 057 087

Email address hello@vantage.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: 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



Park Rules | Vantage Pacific Paradise

10 December 2020



VANTAGE PACIFIC PARADISE ["the Park"] PARK RULES

Please refer to the Site Agreement to view a dictionary of the terms in these Park Rules commencing with capitalised letters. Some additional terms are defined within these Park Rules. These Park Rules address Section 77 of the Manufactured Homes (Residential Parks) Act 2003 (Qld) [**'the Act'**].

1. Ownership of all Sites, the Common Areas, the communal facilities and all infrastructure at the Park will remain vested in the Park Owner. To the extent that any of the Park Rules are inconsistent with the Special Terms of any Site Agreement, the Special Terms shall prevail.
2. Home Owners [**'Resident Persons'**] and their guests and visitors [**'Non-Resident Persons'**] [together defined as 'Person/s' as the context may imply] must comply with the rules below.
3. **The use and operation of the communal facilities (as per Section 77(2)(a) of the Act)**
 - 3.1. The Park Owner is entitled to use the Common Areas and the communal facilities for special events, provided that the home owners committee (or like peak Home Owner body) is consulted prior.
 - 3.2. Notwithstanding the above, the rights of Resident Persons take precedence over the rights of Non-Resident Persons insofar as usage of the Common Areas and the communal facilities are concerned.
 - 3.3. No Person is permitted to use the Common Areas and the communal facilities outside of the hours that are approved by the Park Owner.
 - 3.4. No Person is permitted to use any part of the Common Areas and the communal facilities for any purpose which may be illegal or injurious to the reputation of the Park Owner, the Park or any other Person or which may interfere with the peaceful enjoyment of the communal facilities or which may interfere with the general management of the Park.
 - 3.5. No Person is permitted to paint, affix or display any signs, advertisements, notices, posters, placards, banners or like matter onto, or at, any part of any Common Area and communal facility without the prior consent of the Park Owner. Such consent may be withheld or issued conditionally from time to time.
 - 3.6. No Person is permitted to conduct any auction sale or any other business or commercial enterprise at any Common Area or communal facility without the prior consent of the Park Owner. Such consent may be withheld or issued conditionally from time to time.

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- 3.7. No Person is permitted to bring to, do, or keep anything at the Common Areas and communal facilities which shall increase the rate (being the real risk, increased premiums or voidable insurance claims) of fire insurance or any other insurance type at the Park or any property at the Common Areas and communal facilities which may conflict with relevant laws and or regulations relating to such insurance types or any insurance policy applying to the Park or any property at the Park or the ordinances of any public authority for the time being in force.
- 3.8. No Person is permitted to distribute flyers, brochures, circulars, pamphlets, or notices about any Common Area or communal facility or the Park without first obtaining consent from the Park Owner. Such consent may be withheld or issued conditionally from time to time.
- 3.9. No Person is permitted to intentionally damage flowers, shrubs, trees, lawns or gardens at the Park or cause any damage anywhere within or around the Common Areas and the communal facilities.
- 3.10. No Person is permitted to contravene the rules and laws relating to smoking at the Common Areas and the communal facilities as prescribed by the relevant authorities from time to time.
- 3.11. Except for barbeques, no Person is permitted to use any form of light, power or heat (nor use any type of exposed flame) other than electricity or gas supplied through meters (if applicable) at any Common Area or communal facility.
- 3.12. No Person is permitted to use any chemical, burning fluids, oil, acetylene or alcohol in lighting any Common Area or communal facility.
- 3.13. No Person is permitted to break any seal or tamper with a meter or any utility connections at any Common Area or communal facility.
- 3.14. No Person is permitted to hang clothing, bedding or other articles at or on the windows, decks, verandahs or otherwise at any Common Area or communal facility.
- 3.15. No Person is permitted to dig any holes at the Common Areas and communal facilities without the prior consent of the Park Owner. Such consent may be withheld or issued conditionally from time to time.
- 3.16. Non-Resident Persons visiting Resident Persons at the Park must wear a Park Owner-supplied identification lanyard at all times whilst they move about the Park, unless they are accompanied by a Resident Person.
- 3.17. Non-Resident Persons who are over the age of 18 years and who are visiting Resident Persons at the Park are permitted to move about the Park's



thoroughfares without being accompanied by the Resident Person whom they are visiting, provided they are wearing the said lanyard. Note: Non-Resident Persons are not permitted to access or use any Common Area or communal facility unless they are accompanied by the Resident Person whom they are visiting and subject to these Park Rules at all times.

- 3.18. Children are never permitted to move about the Park's thoroughfares unless they are accompanied by the Resident Person whom they are visiting.
 - 3.19. Non-Resident Persons visiting Resident Persons at the Park are not permitted to enter, access or use any Common Area or communal facility unless they are accompanied by the Resident Person whom they are visiting, subject to these Park Rules at all times.
 - 3.20. No Person is permitted to cause annoyance to other Persons or the Park Owner. For clarity, both Non-Resident Persons and Resident Persons must always treat Resident Persons with respect and courtesy.
 - 3.21. No Person is permitted to ride or play on or around Park thoroughfares.
 - 3.22. Aside from two or three-wheeled bicycles, the riding of skateboards, non-motorised scooters, roller blades and other similar conveyances at the Park is prohibited.
 - 3.23. All Persons must comply with lawful notices that are issued from time to time by either the Park Owner or any authority in relation to the Common Areas and communal facilities and the Park.
 - 3.24. Aside from wheelchairs, no Person is permitted to bring any conveyance or any transportation device onto any timber floors at the Common Areas and communal facilities.
4. **The making and abatement of noise** (as per Section 77(2)(b) of the Act):
- 4.1. No Person is permitted to make, or permit to be made, any objectionable noises, use bad language or cause interference in any way with the reasonable peace, comfort, privacy or quiet enjoyment of other Persons at the Park.
 - 4.2. All power tools, musical instruments, radios, stereos, television sets, barking dogs, birds and the like shall be controlled so that the sound from them is minimal and does not cause annoyance to anyone.
 - 4.3. No Person can hold, or permit to be held, any social gathering or meeting at the Park that produces any noise which interferes with the reasonable peace, comfort, privacy or quiet enjoyment of other Persons at the Park.



- 4.4. Persons leaving or entering the Park late at night or in the early morning hours must do so quietly, so as not to disturb the reasonable peace, comfort, privacy or quiet enjoyment of other Persons at the Park.
 - 4.5. No Person is permitted to carry on, in or about the Park any annoying, noxious, offensive, illegal business, occupation or practice or otherwise that may grow to be an annoyance within the Park.
 - 4.6. No Person is permitted to operate any plant or equipment outside the hours designated by the local authority, and further that through noise, odour, vibrations or otherwise may or grow to be an annoyance within the Park.
5. **The carrying on of sporting and other recreational activities** (as per Section 77(2)(c) of the Act):

General Rules of Use of Communal Facilities

- 5.1. All Persons must always strictly adhere to the requirements and conditions of any liquor or food licenses that may be in place at the Park from time to time.
- 5.2. If there is a Common Area or communal facility booking diary in place for the use of a particular Common Area or communal facility, then Persons may only use that particular Common Area or communal facility after making a booking in the said diary, subject to these Park Rules at all times. Only Resident Persons are permitted to make diary bookings.
- 5.3. Common Area or communal facility booking diaries are to be maintained by the home owners committee (or like peak Home Owner body). In the event of double-bookings or booking diary conflict, the Park Manager will, at their absolute discretion, decide who can use the relevant Common Area or communal facility during any time-conflicting period.
- 5.4. To ensure fairness, the Park Owner, in its absolute discretion, may unilaterally cancel relevant Common Area or communal facility bookings if the home owners committee (or like peak Home Owner body) informs the Park Owner that a particular Person or group of particular Persons appear to be dominating any Common Area or communal facility to the exclusion of Resident Persons.
- 5.5. No food or beverages, other than water, are permitted to be taken into any Common Area or communal facility areas, excepting the kitchen, the bar area, the games room, the function room and alfresco area.
- 5.6. Persons must promptly report any breakages, damage, faults or leaks at the Common Areas or communal facilities to the Park Manager as soon as same are known.

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- 5.7. Pets, except for service animals, are not permitted inside of any Common Area or communal facility. This includes the surrounds of the swimming pool and spa, bowls green and alfresco area.
- 5.8. No Person is permitted to interfere with any circuitry, plumbing, motors or mechanical plants and equipment without first having permission from the Park Owner.

Country Club

- 5.9. Hours of access are as outlined in the *Community Facility Schedule* below.
- 5.10. If Resident Persons wish to use the Country Club outside of the abovementioned hours, then they need to seek permission from the Park Manager. The Park Manager will arrange for those Resident Persons to have access to the building. Those Resident Persons will then be responsible for securing the building after they have finished using it.
- 5.11. All Persons must keep in mind any noise regulations in place when using the Common Areas or communal facilities.
- 5.12. Any items used in the Country Club or surrounding Common Areas or communal facilities must be returned to their storage location (for example, bowls mats) after use. No equipment located in any part of the Country Club or surrounding Common Areas or communal facilities is to be removed from the Country Club or surrounding Common Areas or communal facilities.
- 5.13. Resident Persons who exit the Country Club at the end of the day must ensure all air conditioning, lights and other technological devices are switched off. The last Resident Person to exit the Country Club prior to the end of the day must ensure that all doors and windows are locked. Those organising a function in the Country Club are responsible for locking the building and activating the alarm system.

Function Room

- 5.14. Hours of access are as outlined in the *Community Facility Schedule* below.
- 5.15. Subject to the above Park Rules, Persons who wish to hold functions in the Country Club (including the Function Room or any other area in which functions are permitted) must ensure the function is concluded by no later than 10.30pm, excluding New Year's Eve - in which case the hours can be extended by mutual agreement between the home owners committee (or like peak Home Owner



body) and the Park Owner. The granting of such permission will be at the absolute discretion of the Park Owner and may be withheld or issued conditionally from time to time.

- 5.16. As detailed above, all Persons are to be mindful of other Persons when walking home from the Country Club insofar as noise and nuisance is concerned.
- 5.17. Persons who wish to use the Country Club for private functions must pay a cleaning bond to the Park Manager no later than 48 hours prior to the staging of their private function. The bond or any part thereof may be used by the Park Manager at their absolute discretion to clean the Common Areas or communal facilities following the conclusion of the private function. The quantum of the bond will be determined by the Park Owner from time to time. The Park Manager will refund any unused bond monies to the relevant Person as soon as practicably possible following the conclusion of the private function.
- 5.18. Except for those displaying a disability parking permit, a Non-Resident Person who is attending a function at the Park must park their vehicle outside of the Park. Non-Resident Persons displaying a disability parking permit may park their vehicle within the Park's designated disabled parking spaces, subject to such parking spaces being available.
- 5.19. Resident Persons who use the Function Room must ensure the Function Room is left clean and tidy at the end of each use.

Kitchen, Bar and BBQ Areas

- 5.20. Hours of access are as outlined in the *Community Facility Schedule* below.
- 5.21. A Food Safety Supervisor accredited person is always to be reasonably accessible in person or by phone when the Kitchen is in use. At least one (1) Resident Person must have a Basic Food Handling Certificate or the like when food is being prepared.
- 5.22. Persons who use the Kitchen, Bar, BBQs and associated Common Area or communal facility areas must ensure the said Common Area or communal facility areas are left clean after use. For clarity, this may include the cleaning of grease trays and surrounding spillage. All furniture in those areas must be returned to its usual location at the end of each use.
- 5.23. The Bar will be operated by the relevant home owners committee (or like peak Home Owner body) subcommittee or other Licensee on behalf of all Resident Persons. The Bar plus all tills and relevant refrigerators that are used to store beverages and food will remain locked when not in use.

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Bowls Green

- 5.24. Hours of access are as outlined in the *Community Facility Schedule* below.
- 5.25. Bowlers must follow the Bowls Queensland *Player Code of Conduct* or the like.
- 5.26. Bowlers must wear correct lawn bowls approved footwear, being flat soled shoes or bare feet.
- 5.27. Bowls can only be played in an east-west direction. To preserve the life of the Bowls Green, for practice or single games, bowlers must use the centre section of the Bowls Green.
- 5.28. Bowlers must not dump bowls on the Bowls Green. Bowlers must adhere to the height rules prescribed by Bowls Queensland, being a height no greater than ankle height.
- 5.29. Non-Resident Persons must be actively supervised by the Resident Person whom they are visiting.

Bus

- 5.30. Only Resident Persons living at the Park are permitted to use the communal Bus.
- 5.31. Resident Persons who use the Bus must ensure the Bus fuel tank is fully refuelled and that the Bus is left clean and tidy at the end of each use.
- 5.32. Notwithstanding anything else in these Park Rules, the Park Manager will be responsible for controlling the Bus booking diary, which will be kept at the Park Manager's office.
- 5.33. Resident Persons who wish to use the bus must agree to comply with the prevailing 'Bus Terms and Conditions of Use Policy' or the like.

Cinema

- 5.34. Hours of access are as outlined in the *Community Facility Schedule* below.
- 5.35. Persons are not permitted to operate or interfere with any of the Cinema equipment unless they have received the appropriate training and are competent to do so.
- 5.36. Food or drink (except water) are not permitted in the Cinema.

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- 5.37. Notwithstanding any other Park Rule, Resident Persons may advertise a movie showing by placing a notice on the notice boards in the Country Club and outside the Cinema.
- 5.38. Resident Persons who use the Cinema must ensure the Cinema is left clean and tidy and that all equipment is switched off at the end of each use.

Craft Room

- 5.39. Hours of access are as outlined in the *Community Facility Schedule* below.
- 5.40. Persons are not permitted to operate sewing machines and over lockers unless they have received the appropriate training and are competent to do so.
- 5.41. Persons are not permitted to store their own property in the Craft Room.
- 5.42. Persons must ensure that all equipment in the Craft Room is turned off at the switch after use.
- 5.43. Resident Persons who use the Craft Room must ensure the Craft Room is left clean and tidy at the end of each use.

Games Room

- 5.44. Hours of access are as outlined in the *Community Facility Schedule* below.
- 5.45. Persons must return all balls and cues to the racks, brush the felt pool table tops and cover the pool tables after use.
- 5.46. Persons must ensure darts are stored appropriately and that the dart board cabinet is closed at the end of each session.
- 5.47. The Games Room communal facility cannot be booked for a private function without the prior consent of the Park Owner.
- 5.48. No food or drink is permitted within 1 metre of the pool tables.
- 5.49. Resident Persons who use the Games Room must ensure the Games Room is left clean and tidy at the end of each use.

Golf Simulator

- 5.50. Hours of access are as outlined in the *Community Facility Schedule* below.
- 5.51. Non-Resident Persons are permitted to use the Golf Simulator, provided they are strictly supervised by the Resident Person whom they are visiting.

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- 5.52. Persons are not permitted to operate the Golf Simulator unless they have received the appropriate training and are competent to do so.
- 5.53. Only four (4) Persons are permitted in the Golf Simulator room at any one time.
- 5.54. Persons using the Golf Simulator must wear covered footwear.
- 5.55. Persons using the Golf Simulator must first sign the diary that is located outside of the Golf Simulator room.
- 5.56. Persons using the Golf Simulator may supply their own golf clubs and golf balls or use the community-supplied equipment. Only new or clean golf balls are to be used at any time.
- 5.57. Prior to leaving the Golf Simulator room, Persons must ensure the Golf Simulator equipment is properly shut down and that accessories are stored in the cabinet and all equipment is returned to its designated place.
- 5.58. The Golf Simulator communal facility cannot be booked for a private function without the prior consent of the Park Owner.
- 5.59. No Person is permitted to interfere with any of the equipment in the Golf Simulator facility.
- 5.60. Resident Persons who use the Golf Simulator must ensure the Golf Simulator room is left clean and tidy at the end of each use.

Gymnasium

- 5.61. Hours of access are as outlined in the *Community Facility Schedule* below.
- 5.62. Only adult Persons are permitted to use the Gymnasium.
- 5.63. Persons agree to use the Gymnasium at their own risk.
- 5.64. If Persons engage a qualified person to provide health and well-being services or guidance in the Gymnasium, pool areas and other recreational areas, then such persons must be appropriately qualified and insured.
- 5.65. Persons must always wear appropriate footwear.
- 5.66. Persons must place a towel on the working surface of any equipment they are using. Persons must also wipe down equipment with towels and cleaning agents after use.
- 5.67. Resident Persons who use the Gymnasium must ensure the Gymnasium is left clean and tidy at the end of each use.

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Workshop

- 5.68. Hours of access are as outlined in the *Community Facility Schedule* below.
- 5.69. Only Resident Persons are permitted to use the Workshop.
- 5.70. Resident Persons agree to use the Workshop at their own risk.
- 5.71. A minimum of two (2) Resident Persons must be in the Workshop at all times during use. For clarity, a Resident Person cannot use the Workshop alone.
- 5.72. Resident Persons who wish to use the Workshop must agree to comply with the prevailing '*Workshop Terms and Conditions of Use Policy*'.
- 5.73. Tools and other chattels within the Workshop are the property of the home owners committee (or like peak Home Owner body). By extension, the home owners committee (or like peak Home Owner body) is responsible for ensuring that all equipment in the Workshop is electrically tested, tagged as and when required and insured at its cost. Furthermore, Resident Persons using the Workshop must ensure that all items of equipment are used in accordance with the manufacturer's recommendations. The use of Personal Protection Equipment is mandatory.
- 5.74. Resident Persons must not wear loose clothing or jewellery whilst using the Workshop. Resident Persons must also take steps to ensure bodily hair or other items do not pose a safety risk whilst using the Workshop.
- 5.75. Resident Persons may only borrow equipment from the Workshop after signing the borrowing register in accordance with the rules of the Workshop.
- 5.76. Resident Persons must not store their personal property in the Workshop.
- 5.77. Resident Persons must be competent and familiar in the safe use of the plant and/or equipment involved.
- 5.78. Resident Persons must ensure any equipment used is returned in good order to its allocated storage area at the end of use. Prior to leaving the Workshop, Resident Persons must clean tools, switch power points off, release the air compressor, sweep the floor and secure the room.
- 5.79. Resident Persons who use the Workshop must ensure the Workshop is thoroughly cleaned at the end of each use.

Tennis Court/Pickleball Court

- 5.80. Hours of access are as outlined in the *Community Facility Schedule* below.

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- 5.81. Persons must wear non-marking shoes whilst using the Tennis Court/Pickleball Court.
- 5.82. Persons must ensure that no equipment is removed from the Tennis Court/Pickleball Court.
- 5.83. Persons must ensure the Tennis Court/Pickleball Court is used for its intended use only.
- 5.84. Persons must not adjust the net height.
- 5.85. Persons using the Tennis Court/Pickleball Court must ensure the Tennis Court/Pickleball Court is left clean and tidy at the end of each use.

Caravan Compound

- 5.86. Only Resident Persons are permitted to use the communal Caravan Compound.
- 5.87. Resident Persons who wish to use the caravan compound must agree to comply with the prevailing '*Vehicle Parking Permit and Conditions of Use Policy*'.

Swimming Pool and Spa

- 5.88. Hours of access are as outlined in the *Community Facility Schedule* below.
- 5.89. Non-Resident Persons must always be actively supervised by the Resident Person whom they are visiting whilst using the Swimming Pool and Spa.
- 5.90. Persons agree to use the Swimming Pool and Spa at their own risk.
- 5.91. Persons under the age of three (3) years who use the Swimming Pool and Spa must wear a swim nappy or the like.
- 5.92. There is to be no jumping, diving or running at the Swimming Pool and Spa area.
- 5.93. No glass/ceramic vessels of any description are permitted in the Swimming Pool and Spa area.
- 5.94. Persons are not permitted to use the Swimming Pool and Spa when the cleaning sign is displayed.
- 5.95. Persons must always ensure any safety gates at the Swimming Pool and Spa area remain closed.
- 5.96. Persons must ensure that furniture is not removed from within the Swimming Pool and Spa area.
- 5.97. Persons who use the Gymnasium or Sauna prior to using the Swimming Pool and Spa must shower prior to such use.

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5.98. Persons who use the Swimming Pool and Spa area must ensure the Swimming Pool and Spa area is clean and tidy at the end of each use.

Sauna

- 5.99. Hours of access are as outlined in the Community Facility Schedule below.
- 5.100. Only adult Persons are permitted to use the Sauna.
- 5.101. Persons must seek medical advice prior to using the Sauna.
- 5.102. Persons using the Sauna do so at their own risk.
- 5.103. Persons who use the Sauna must ensure the Sauna is left clean and tidy the end of each use.

Library

- 5.104. Hours of access are as outlined in the *Community Facility Schedule* below.
- 5.105. Persons using the Library must respect that it is a quiet zone.
- 5.106. All books, discs, CD's, DVD's and puzzles at the Library have been donated to the community and are available for free to all Resident Persons either in the Library or to take away.
- 5.107. Resident Persons who use the Library must ensure the Library is left clean and tidy at the end of each use.
- 5.108. Resident Persons who wish to use the computers and/or printer within the Library must ensure material they are accessing and/or printing is lawful.
- 5.109. Costs of consumables with respect to ink, toner, printing paper and the like will be borne by the home owners committee (or like peak Home Owner body).

Music Room

- 5.110. Hours of access are as outlined in the Community Facility Schedule below.
- 5.111. Persons must not borrow equipment from the Music Room.
- 5.112. Persons must not store their personal property in the Music Room.

6. **The speed limits for motor vehicles** (as per Section 77(2)(d) of the Act):

- 6.1. The speed limit at the Park is strictly 10 kilometres per hour.



7. **The parking of motor vehicles** (as per Section 77(2)(e) of the Act):
- 7.1. All motor vehicles and trailers kept at the Park on a permanent basis must be registered with the Park Owner.
 - 7.2. Only motor vehicles with current registration and compulsory third-party insurance may be driven and parked within the Park. Owners of motor vehicles with noisy or polluting exhausts will be required to remove such motor vehicles from the Park.
 - 7.3. Only two (2) vehicles are permitted to be parked at any Site, provided they are enclosed within the garage at that Site. Parking of more than two (2) motor vehicles is permissible at any Site, provided that such vehicles are also enclosed in the garage of the relevant Site.
 - 7.4. Non-Resident Persons are not permitted to bring into the Resort any vehicles, trailers, boats, motorhomes, motorbikes and or the like other than their motor vehicle. Non-Resident Persons who are visiting a Resident Person at the Park can park their motor vehicle in an allocated visitor car parking bay for a period that does not exceed more than 48 hours.
 - 7.5. Due to limited storage at the Park, Resident Persons must seek and obtain written permission from the Park Owner if they wish to store their caravans, motorhomes, boats and trailers in designated areas. If such permission is granted, then the relevant Resident Persons will receive an identification tag, which they must ensure is displayed on the item they intend storing on Park grounds.
 - 7.6. The issuance of the above-mentioned identification tags will be subject to additional terms and conditions as announced by the Park Owner from time to time. Parking fees may also be payable by current or prospective Resident Persons who have not already been issued with identification tags.
 - 7.7. Notwithstanding the above, no motor vehicle, caravan, boat, trailer or other vehicle is to be parked or stored at any site or any Common Area or communal facility in a manner which impedes the safe passage of other vehicles or people or otherwise causes the Park Owner to breach legislation relating to its health and safety obligations or the requirements of the Park Owner's town planning approvals or any requirements laid out by the Park Owner's insurers.
 - 7.8. Caravans and motorhomes can only be parked outside of a Site for a maximum period of 24 hours and for loading, unloading and vehicle cleaning purposes only.
 - 7.9. Resident Persons are not permitted to park their motor vehicles in guest parking bays throughout the Park unless consent is provided from the Park Owner.



- 7.10. Non-Resident Persons are not permitted to bring their recreational vehicles or any second vehicle into the Park at any time.
 - 7.11. Except for visiting delivery and courier vehicles, no trucks or large commercial type vehicles (even if they belong to a Resident Person) will be permitted access to the Park without the prior consent of the Park Owner. Such consent may be withheld or issued conditionally from time to time.
8. **The disposal of refuse** (as per Section 77(2)(f) of the Act):
- 8.1. The water closets, conveniences and other waste apparatus, including waste pipes and drains must not be used for any purpose other than those for which they were constructed, and no sweeping of rubbish or other unsuitable substance shall be deposited within.
 - 8.2. Carports, garages and Sites generally must be kept clean and free from all litter and weeds. All practical steps must be taken to prevent infestation by vermin and or insects.
 - 8.3. Resident Persons must place all their household rubbish into bins at their Sites or at bin collection points for periodic collection and disposal by the relevant service provider.
9. **The keeping of pets** (as per Section 77(2)(g) of the Act):
- 9.1. The allowable number, and the keeping of pets generally by Resident Persons must be in accordance with local authority requirements and Park Owner policy.
 - 9.2. Resident Persons must ensure their pets are securely confined within their Site unless their pets are being walked around the Park's thoroughfares.
 - 9.3. No pets, including those belonging to Non-Resident Persons 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.
 - 9.4. Pets are not permitted to roam the Park and are always to be kept on a short lead whilst they are not within either the confines of a manufactured home or Site or otherwise appropriately confined and secured.
 - 9.5. Resident Persons are not permitted to allow their pets to access the Site of another Resident Person without first obtaining permission from the relevant Resident Person.
 - 9.6. Pet owners are responsible for disposing of waste belonging to their pet in their own rubbish bin irrespective of where such waste may occur.
 - 9.7. Resident Persons must take measures to ensure their pets do not make any unreasonable noises such that might interfere with the reasonable peace,



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comfort, privacy or quiet enjoyment of other Persons within the Park.

- 9.8. Pets, except for service animals, are not permitted inside of any Common Area or communal facility.



COMMUNAL FACILITY SCHEDULE

FACILITY	HOURS OF OPERATION	PERMITTED PERSONS
Country Club	7.00am-9.00pm* 7 days a week* *The Park Manager may lock or arrange to have the building locked prior to 9.00pm if the Country Club is not being used.	Resident Persons Accompanied Non- Resident Persons
Kitchen and Bar	7.00am-9.00pm 7 days a week	Resident Persons Accompanied Non- Resident Persons
Function Room	7.00am-9.00pm 7 days a week	Resident Persons Accompanied Non- Resident Persons
Cinema	7.00am-9.00pm 7 days a week	Resident Persons Accompanied Non- Resident Persons
Games Room	7.00am-9.00pm 7 days a week	Resident Persons Accompanied Non- Resident Persons over the age of 14 years
Golf Simulator	7.00am-9.00pm 7 days a week	Resident Persons Accompanied Non- Resident Persons
Swimming Pool	7.00am-8.00pm* 7 days a week *Non-Resident Persons under 18 years are not permitted in the Swimming Pool and Spa area between the hours of 7.00am and 9.00am and 7.00pm and 8.00pm.	Resident Persons Accompanied Non- Resident Persons
Spa	7.00am-8.00pm 7 days a week	Resident Persons Accompanied Non- Resident Persons

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Bowls Green	7.00am-8.00pm 7 days a week	Resident Persons Non-Resident Persons over the age of 12 years
Sauna	7.00am-8.00pm 7 days a week	Resident Persons Non-Resident Persons over the age of 18 years
Workshop	8.00am-3.00pm Monday to Friday	Resident Persons
Tennis Court/Pickleball Court	7.00am-8.00pm 7 days a week	Resident Persons Non-Resident Persons over the age of 10 years
Library	7.00am-9.00pm 7 days a week	Resident Persons
Craft Room	7.00am-9.00pm 7 days a week	Resident Persons
Music Room	7.00am-9.00pm 7 days a week	Resident Persons Accompanied Non- Resident Persons
Gymnasium	7.00am-9.00pm 7 days a week	Resident Persons Non-Resident Persons over the age of 18 years
Caravan Compound	As applicable to individual Resident Persons	Resident Persons
BBQ Area and Alfresco	7.00am-9.00pm 7 days a week	Resident Persons Accompanied Non- Resident Persons
Conference Room	7.00am-9.00pm 7 days a week	Resident Persons Accompanied Non- Resident Persons
Consultation Room	7.00am-9.00pm 7 days a week	Resident Persons Accompanied Non- Resident Persons
Hairdresser Salon	7.00am-9.00pm 7 days a week	Resident Persons Accompanied Non- Resident Persons
Bus	Reservation required	Resident Persons



COMMUNAL BUS RULES

The Park Owner has provided Resident Persons with a Communal Bus ['Bus'] so that Resident Persons may transport themselves inside and outside of the Park for approved purposes. Resident Persons who use the Bus may do so subject to the following rules:

1. Only Resident Persons may use the Bus ['User/s'].
2. Only qualified and approved Resident Persons may drive the Bus ['Driver/s'].
3. The Park Manager is the ultimate controller of the Bus and will make decisions about where the Bus is permitted to travel.
4. Intending Users of the Bus must register their proposed travels in the booking diary at least 24 hours ahead of their proposed travel. Intending Users of the Bus must also nominate their Driver at the time of making their booking. The Bus booking diary and the Bus key will be stored at the Park Manager's office.
5. The Park Manager may modify or cancel Bus bookings at their absolute discretion in order to promote fair access to the Bus by all Resident Persons.
6. The Park Manager will, at its sole and absolute discretion, determine which Resident Persons are permitted to become a Driver.
7. Resident Persons who wish to become Drivers must -
 - 7.1. satisfy the Park Manager that they are fit to do so;
 - 7.2. demonstrate a driving history that is to the complete satisfaction of the Park Manager; and
 - 7.3. have a current unrestricted licence issued by the relevant local authority.
8. Drivers and Users of the Bus must comply with all laws of the road as prescribed by the relevant local authority. The Bus may only be used for lawful purposes.
9. Drivers and Users of the Bus must comply with any Bus-related directive that is issued by the Park Owner from time to time.
10. The Bus is limited to carry only a certain number of persons. Users and Drivers must ensure such limits are not exceeded at any time.
11. Only Drivers will be issued with a key to the Bus.
12. If a Driver wishes to drive the Bus in accordance with the abovementioned pre-arranged booking, then the following process will happen:
 - 12.1. The Driver will attend the Park Manager's office and sign out the Bus key from the relevant register.

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- 12.2. The Driver will sign a declaration to the effect that the Driver is fit to drive the Bus and that they agree to be bound by these Communal Bus Rules.
- 12.3. The Driver will then take the key and drive the Bus as scheduled.
13. Drivers are absolutely responsible for the Bus whilst they are in possession of the Bus key.
14. Drivers are responsible for completing a travel log (which will be stored in the Bus) at the end of every journey prior to returning the Bus key to the Park Manager.
15. After completing the travel log, Drivers must return the Bus key to the Park Manager immediately. The Driver will be required to sign the Bus key back in the above-mentioned register. Drivers will be considered to remain in control and personally responsible for the Bus until such key-return process is completed.
16. Drivers will be personally responsible for paying any out-of-pocket parking costs, toll costs, parking fines, infringement notices or any fine or other cost that is incurred from the moment the Driver signs out the Bus key until the Driver signs the Bus key back in. The Park Owner will not reimburse Users and Drivers for such expenses.
17. Drivers are responsible for and are required to conduct a visual inspection and verbal check to ensure that all Users are within the confines of the Bus prior to setting the Bus in motion.
18. Drivers will be personally responsible for ensuring the Bus is fully refuelled at the end of every trip prior to signing the Bus key back in. The Park Owner will not reimburse Users and Drivers for such expenses.
19. Drivers and Users must ensure they take care when entering, exiting, sitting and standing on the Bus and at all other times.
20. When travelling in the Bus, Drivers and Users must wear the seat belts supplied.
21. When travelling in the Bus, Drivers and Users must ensure they are completely inside of the Bus and that no part of their body or clothing is protruding outside of the Bus.
22. Reckless and irresponsible use of the Bus is prohibited at all times.
23. The Park Owner has a zero-tolerance approach with respect to driving under the influence of alcohol and/or any other illicit substance. The Driver must ensure they have zero alcohol and/or illicit substance in their system when using the Bus.
24. The Driver must not operate the Bus if they are on any medication that may impede their ability to operate the Bus or have a physical ailment that otherwise impedes their ability to operate the Bus.
25. The Bus must not be used to tow or pull any object.



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26. The Driver must immediately report safety-related incidents and/or accidents that involve the Bus to the Park Manager.
27. The Driver must immediately report any defects, breakages or damage that involve the Bus to the Park Manager.
28. The Driver must -
 - 28.1. ensure that all rubbish is removed from the Bus after use;
 - 28.2. that, in the reasonable opinion of the Park Manager, the Bus is suitably washed after use;
 - 28.3. return the Bus to the nominated parking area;
 - 28.4. ensure that the Bus is locked, and that the Bus key is properly returned; and
 - 28.5. generally ensure that the Bus is left ready for use by others.
29. Users and/or Drivers who fail to comply with these Bus Rules may be prohibited from using the Bus.
30. Drivers and Users release, indemnify and hold harmless the Park Owner, its servants and agents from and against all and any actions or claims which may be made by a Driver or a User or by others on behalf of a Driver or a User for or in respect of or arising out of any injury, loss, damage, or death caused to a Driver or User or their property whether, by negligence, breach of contract or in any way whatsoever.



WORKSHOP RULES

The following rules apply to Resident Persons who use the Park's Workshop and the equipment within ['Workshop']:

1. Tools and other chattels within the Workshop are the property of the home owners committee (or like peak Home Owner body). By extension, the home owners committee (or like peak Home Owner body) is responsible for ensuring that all equipment in the Workshop is electrically tested, tagged as and when required and insured at their cost. Furthermore, Resident Persons using the Workshop must ensure that all items of equipment are used in accordance with the manufacturer's recommendations. The use of Personal Protection Equipment is mandatory.
2. Tools, machines, equipment and consumable items in the Workshop are the property of the home owners committee (or like peak Home Owner body). To this end, the home owners committee (or like peak Home Owner body) is responsible for complying with all health and safety requirements that apply to such tools, machines, equipment and consumable items.
3. All fixtures in the workshop such as plumbing and electricity power points in walls, floors and ceilings are the property and responsibility of the Park Owner.
4. Only Resident Persons are permitted to use the Workshop and they do so at their own risk and are responsible for any injuries or accidents that may occur. However, from time to time, Non-Resident Persons with specialist knowledge may be invited by the workshop committee to demonstrate or train Resident Persons with the use of the Workshop equipment and techniques.
5. A minimum of two (2) Resident Persons must be in the Workshop at all times during use. For clarity, a single Resident Person cannot use the Workshop alone.
6. When using machinery or electric hand tools, a minimum of two (2) Resident Persons must be in attendance in the Workshop at any given time, with at least one
7. of the Resident Persons being competent and having completed the Workshop Induction process delivered by a Resident Person authorised by the Workshop Group.
8. Resident Persons accessing the Workshop must wear covered footwear. Resident Persons using Workshop equipment must also wear appropriate Personal Protective Equipment, which may include, protective eyewear and hearing protection. All protective personal equipment, including hearing protection, safety glasses and aprons are to be supplied by the Resident Person. Resident Persons should be mindful of personal safety and not wear loose fitting clothing or jewellery when using workshop equipment.

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9. Prior to using the Workshop, Resident Persons must first undergo a safety induction course that has been approved by the Park Owner that has been arranged and funded by the home owners committee (or like peak Home Owner body).
10. Resident Persons must not store their personal property in the Workshop.
11. No tools or equipment are permitted to be removed from the Workshop.
12. Resident Persons must be competent and familiar in the safe use of the plant and/or equipment involved.
13. Prior to leaving the Workshop, Resident Persons must clean tools, switch power points off, release the air compressor, sweep the floor and secure the room.
14. Resident Persons agree to comply with these rules and agree to follow any directions stated within them regarding safety.
15. Resident Persons shall at all times use manufacturers' recommended personal protective equipment for each piece of equipment that has been provided for use at the Workshop, or alternatively, shall supply and use their own compliant personal protective equipment.
16. Resident Persons shall use only tools and equipment in the Workshop that they are familiar with and competent to use/operate.
17. Resident Persons shall use all safety devices (for example, guards) on tools and equipment and will not remove or modify any safety devices.
18. Resident Persons shall, as soon as is reasonably practicable, report any safety concerns, near-hits or incidents to the Park Manager and shall assist with any investigation regarding those types of incidents.
19. Resident Persons shall not smoke or consume alcohol in the Workshop.
20. Resident Persons shall not enter the Workshop whilst under the influence of alcohol or any illicit substance.
21. Before using any Workshop tools or equipment, Resident Persons shall, to the extent reasonably necessary, undertake a physical inspection of the machine or tools to ensure they are safe for use. Should any damage or defect be identified, the Resident Person shall tag-out the equipment and immediately inform the Park Manager of the defect.
22. Resident Persons agree their access to the Workshop may be restricted, suspended or cancelled at any time if the Park Owner forms a view that any given Resident Person is failing to comply with these rules.
23. Resident Persons release, indemnify and hold harmless the Park Owner, its servants and agents from and against all and any actions or claims which may be made by a Resident



Persons or by others on behalf of the Resident Persons for or in respect of or arising out of any injury, loss, damage, or death caused to a Resident Persons or their property whether, by negligence, breach of contract or in any way whatsoever.

CARAVAN COMPOUND RULES

Resident Persons may make application to the Park Owner for approval to store their caravan, motorhome, boat, trailer or other vehicle **['Vehicle']** in the Park's Caravan Compound **['Compound']**. The Park Owner may, at its sole and absolute discretion and always subject to the availability of space, issue such approval to qualified Resident Persons **['User/s']** subject to the following rules:

1. Approved Users of the Compound will be issued with a parking permit **['Permit']** by the Park Owner which entitles the User to park their Vehicle in the Compound.
2. When a User park's and leaves their Vehicle in the Compound, the User does so at their own risk and the User remains responsible for their Vehicle and any property in or on it.
3. The User will use the Compound for the sole purpose of parking their Vehicle therein and for no other purpose whatsoever.
4. The User will park their Vehicle within the limits and spaces in the Compound as defined by the Park Manager from time to time and the User shall comply with all signs erected in the Compound.
5. The User will comply with any directions or instructions given to the User by the Park Owner or the Park Manager from time to time. If the User breaches any of these requirements, then their Permit and their right to use the Compound may be cancelled at the sole and absolute discretion of the Park Owner.
6. The Permit label must be displayed at all times on the Vehicle. Failure to do so will result in the Vehicle being towed at the User's expense. The Park Owner will not be liable for any damage to any Vehicle, persons or property occasioned or resulting from such removal. Users will immediately pay to the Park Owner any costs it incurs in connection with Vehicle removal.
7. Users will not park their Vehicle so as to obstruct or permit the obstruction of the free passage to, or the use of, the Compound. The Park Owner reserves the right to remove any obstructing Vehicle. The Park Owner will not be liable for any damage to any Vehicle, persons or property occasioned or resulting from such removal. Users will immediately pay to the Park Owner any costs it incurs in connection with Vehicle removal.

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8. Except to the extent required by law, the Park Owner will not be liable for -
 - 8.1. the safe custody of any Vehicle in the Compound; or
 - 8.2. the delivery of any Vehicle to any person, whether that person has authority to take it or not;
 - 8.3. any theft, loss or damage whatsoever to any Vehicle or its accessories or contents; or
 - 8.4. any damage to the User's property, injury to the User or their death whilst they, their Vehicle or the User's property is in the Compound or whilst the User is entering or leaving the Compound.
9. The User releases and indemnifies the Park Owner from any claim against the Park Owner or expense incurred by the Park Owner arising from the User's use of the Compound or from the Park Owner removing the User's Vehicle from it.
10. The User must ensure that their Vehicle is securely locked.
11. The User must not litter the Compound or allow their Vehicle to spill or leak oil in the Compound.
12. If at the User's request, the Park Owner provides any form of Vehicle assistance, then the User -
 - 12.1. accepts such assistance at the User's own risk in all respects; and
 - 12.2. if any damage is caused to a User's Vehicle, then the User releases and indemnifies the Park Owner from and against any claim which the User may otherwise have against the Park Owner in respect to that damage.
13. These Rules will only exclude the Park Owner from liability to the extent that the Park Owner is able to do so under any law, which restricts or forbids that exclusion of liability.
14. The Park Owner may, at its sole and absolute discretion, terminate a User's right to use the Compound for whatever reason.
15. A User's right to use the Compound will automatically terminate if the User is no longer party to a Site Agreement with the Park Owner.
16. If at any time whilst a User is party to a Site Agreement, the User chooses to sell, trade or replace their Vehicle, then the abovementioned benefit will transfer to a new vehicle ['Replacement Vehicle'] provided that.
 - 16.1. the Replacement Vehicle does not exceed the measurements of their current Vehicle. [Note: If the Replacement Vehicle is larger than their current Vehicle, then the User will need to make separate application to the Park Owner and seek a new approval to park the Replacement Vehicle. The Park Owner may, at its sole

Vantage | Park Rules



and absolute discretion, withhold or provide such approval on a conditional basis]; and

- 16.2. the Replacement Vehicle is acquired within sixty (60) days of being sold, traded or replaced. [Note: If the Replacement Vehicle is not acquired within the sixty (60) day period, then the User will need to make separate application to the Park Owner and seek a new approval to park the Replacement Vehicle. The Park Owner may, at its sole and absolute discretion, withhold or provide such approval on a conditional basis].
17. The User's entitlement to use the Compound pursuant to these Rules will automatically terminate if the User ceases to own the Vehicle subject to which the initial Permit was issued or if the User fails to obtain a Replacement Vehicle within the prescribed timeframe.
18. The User's entitlement to use the Compound pursuant to these Rules is non-transferable.
19. Spaces in the Compound are unallocated. Depending on circumstances and availability of space, the User may park their Vehicle in differing spaces from time to time.
20. Subject to the availability of space, the Park Owner may agree to permit the User to park additional vehicles in the Compound. In this case, the User will be required to accept additional conditions. The User will also be required to pay a weekly fee to the Park Owner equal to \$25.00 per week as at 10 December 2020. This amount is to be indexed annually in accordance with increases in the Consumer Price Index for the Brisbane Metropolitan Region. These additional fees can never be less than the fee payable in the immediately preceding year.
21. At all times, legal ownership of the Compound will vest in the Park Owner.
22. In the event of flooding, subsidence or natural disaster, the User will be responsible for ensuring their Vehicle is removed from the Compound in a timely fashion. The Park Owner bears no responsibility for any damage that might occur to the User's Vehicle in any circumstance.
23. The User will be issued a security Compound key by the Park Owner, which the User will use to access the Compound. Prior to receiving the Compound key, the User will be required to pay to the Park Owner a Compound key bond in the sum of \$50.00. The Compound key bond will be refunded to the User when the User's right to use the Compound is at an end for whatever reason and the Compound key has been returned to the Park Owner. If the Compound key is lost, misplaced or stolen, then the User will be required to bear the cost of a replacement Compound key.



Park Rules | Vantage Pacific Paradise

10 December 2020



VANTAGE PACIFIC PARADISE ["the Park"] PARK RULES

Please refer to the Site Agreement to view a dictionary of the terms in these Park Rules commencing with capitalised letters. Some additional terms are defined within these Park Rules. These Park Rules address Section 77 of the Manufactured Homes (Residential Parks) Act 2003 (Qld) [**'the Act'**].

1. Ownership of all Sites, the Common Areas, the communal facilities and all infrastructure at the Park will remain vested in the Park Owner. To the extent that any of the Park Rules are inconsistent with the Special Terms of any Site Agreement, the Special Terms shall prevail.
2. Home Owners [**'Resident Persons'**] and their guests and visitors [**'Non-Resident Persons'**] [together defined as 'Person/s' as the context may imply] must comply with the rules below.
3. **The use and operation of the communal facilities (as per Section 77(2)(a) of the Act)**
 - 3.1. The Park Owner is entitled to use the Common Areas and the communal facilities for special events, provided that the home owners committee (or like peak Home Owner body) is consulted prior.
 - 3.2. Notwithstanding the above, the rights of Resident Persons take precedence over the rights of Non-Resident Persons insofar as usage of the Common Areas and the communal facilities are concerned.
 - 3.3. No Person is permitted to use the Common Areas and the communal facilities outside of the hours that are approved by the Park Owner.
 - 3.4. No Person is permitted to use any part of the Common Areas and the communal facilities for any purpose which may be illegal or injurious to the reputation of the Park Owner, the Park or any other Person or which may interfere with the peaceful enjoyment of the communal facilities or which may interfere with the general management of the Park.
 - 3.5. No Person is permitted to paint, affix or display any signs, advertisements, notices, posters, placards, banners or like matter onto, or at, any part of any Common Area and communal facility without the prior consent of the Park Owner. Such consent may be withheld or issued conditionally from time to time.
 - 3.6. No Person is permitted to conduct any auction sale or any other business or commercial enterprise at any Common Area or communal facility without the prior consent of the Park Owner. Such consent may be withheld or issued conditionally from time to time.

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- 3.7. No Person is permitted to bring to, do, or keep anything at the Common Areas and communal facilities which shall increase the rate (being the real risk, increased premiums or voidable insurance claims) of fire insurance or any other insurance type at the Park or any property at the Common Areas and communal facilities which may conflict with relevant laws and or regulations relating to such insurance types or any insurance policy applying to the Park or any property at the Park or the ordinances of any public authority for the time being in force.
- 3.8. No Person is permitted to distribute flyers, brochures, circulars, pamphlets, or notices about any Common Area or communal facility or the Park without first obtaining consent from the Park Owner. Such consent may be withheld or issued conditionally from time to time.
- 3.9. No Person is permitted to intentionally damage flowers, shrubs, trees, lawns or gardens at the Park or cause any damage anywhere within or around the Common Areas and the communal facilities.
- 3.10. No Person is permitted to contravene the rules and laws relating to smoking at the Common Areas and the communal facilities as prescribed by the relevant authorities from time to time.
- 3.11. Except for barbeques, no Person is permitted to use any form of light, power or heat (nor use any type of exposed flame) other than electricity or gas supplied through meters (if applicable) at any Common Area or communal facility.
- 3.12. No Person is permitted to use any chemical, burning fluids, oil, acetylene or alcohol in lighting any Common Area or communal facility.
- 3.13. No Person is permitted to break any seal or tamper with a meter or any utility connections at any Common Area or communal facility.
- 3.14. No Person is permitted to hang clothing, bedding or other articles at or on the windows, decks, verandahs or otherwise at any Common Area or communal facility.
- 3.15. No Person is permitted to dig any holes at the Common Areas and communal facilities without the prior consent of the Park Owner. Such consent may be withheld or issued conditionally from time to time.
- 3.16. Non-Resident Persons visiting Resident Persons at the Park must wear a Park Owner-supplied identification lanyard at all times whilst they move about the Park, unless they are accompanied by a Resident Person.
- 3.17. Non-Resident Persons who are over the age of 18 years and who are visiting Resident Persons at the Park are permitted to move about the Park's



thoroughfares without being accompanied by the Resident Person whom they are visiting, provided they are wearing the said lanyard. Note: Non-Resident Persons are not permitted to access or use any Common Area or communal facility unless they are accompanied by the Resident Person whom they are visiting and subject to these Park Rules at all times.

- 3.18. Children are never permitted to move about the Park's thoroughfares unless they are accompanied by the Resident Person whom they are visiting.
 - 3.19. Non-Resident Persons visiting Resident Persons at the Park are not permitted to enter, access or use any Common Area or communal facility unless they are accompanied by the Resident Person whom they are visiting, subject to these Park Rules at all times.
 - 3.20. No Person is permitted to cause annoyance to other Persons or the Park Owner. For clarity, both Non-Resident Persons and Resident Persons must always treat Resident Persons with respect and courtesy.
 - 3.21. No Person is permitted to ride or play on or around Park thoroughfares.
 - 3.22. Aside from two or three-wheeled bicycles, the riding of skateboards, non-motorised scooters, roller blades and other similar conveyances at the Park is prohibited.
 - 3.23. All Persons must comply with lawful notices that are issued from time to time by either the Park Owner or any authority in relation to the Common Areas and communal facilities and the Park.
 - 3.24. Aside from wheelchairs, no Person is permitted to bring any conveyance or any transportation device onto any timber floors at the Common Areas and communal facilities.
4. **The making and abatement of noise** (as per Section 77(2)(b) of the Act):
- 4.1. No Person is permitted to make, or permit to be made, any objectionable noises, use bad language or cause interference in any way with the reasonable peace, comfort, privacy or quiet enjoyment of other Persons at the Park.
 - 4.2. All power tools, musical instruments, radios, stereos, television sets, barking dogs, birds and the like shall be controlled so that the sound from them is minimal and does not cause annoyance to anyone.
 - 4.3. No Person can hold, or permit to be held, any social gathering or meeting at the Park that produces any noise which interferes with the reasonable peace, comfort, privacy or quiet enjoyment of other Persons at the Park.

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- 4.4. Persons leaving or entering the Park late at night or in the early morning hours must do so quietly, so as not to disturb the reasonable peace, comfort, privacy or quiet enjoyment of other Persons at the Park.
 - 4.5. No Person is permitted to carry on, in or about the Park any annoying, noxious, offensive, illegal business, occupation or practice or otherwise that may grow to be an annoyance within the Park.
 - 4.6. No Person is permitted to operate any plant or equipment outside the hours designated by the local authority, and further that through noise, odour, vibrations or otherwise may or grow to be an annoyance within the Park.
5. **The carrying on of sporting and other recreational activities** (as per Section 77(2)(c) of the Act):

General Rules of Use of Communal Facilities

- 5.1. All Persons must always strictly adhere to the requirements and conditions of any liquor or food licenses that may be in place at the Park from time to time.
- 5.2. If there is a Common Area or communal facility booking diary in place for the use of a particular Common Area or communal facility, then Persons may only use that particular Common Area or communal facility after making a booking in the said diary, subject to these Park Rules at all times. Only Resident Persons are permitted to make diary bookings.
- 5.3. Common Area or communal facility booking diaries are to be maintained by the home owners committee (or like peak Home Owner body). In the event of double-bookings or booking diary conflict, the Park Manager will, at their absolute discretion, decide who can use the relevant Common Area or communal facility during any time-conflicting period.
- 5.4. To ensure fairness, the Park Owner, in its absolute discretion, may unilaterally cancel relevant Common Area or communal facility bookings if the home owners committee (or like peak Home Owner body) informs the Park Owner that a particular Person or group of particular Persons appear to be dominating any Common Area or communal facility to the exclusion of Resident Persons.
- 5.5. No food or beverages, other than water, are permitted to be taken into any Common Area or communal facility areas, excepting the kitchen, the bar area, the games room, the function room and alfresco area.
- 5.6. Persons must promptly report any breakages, damage, faults or leaks at the Common Areas or communal facilities to the Park Manager as soon as same are known.

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- 5.7. Pets, except for service animals, are not permitted inside of any Common Area or communal facility. This includes the surrounds of the swimming pool and spa, bowls green and alfresco area.
- 5.8. No Person is permitted to interfere with any circuitry, plumbing, motors or mechanical plants and equipment without first having permission from the Park Owner.

Country Club

- 5.9. Hours of access are as outlined in the *Community Facility Schedule* below.
- 5.10. If Resident Persons wish to use the Country Club outside of the abovementioned hours, then they need to seek permission from the Park Manager. The Park Manager will arrange for those Resident Persons to have access to the building. Those Resident Persons will then be responsible for securing the building after they have finished using it.
- 5.11. All Persons must keep in mind any noise regulations in place when using the Common Areas or communal facilities.
- 5.12. Any items used in the Country Club or surrounding Common Areas or communal facilities must be returned to their storage location (for example, bowls mats) after use. No equipment located in any part of the Country Club or surrounding Common Areas or communal facilities is to be removed from the Country Club or surrounding Common Areas or communal facilities.
- 5.13. Resident Persons who exit the Country Club at the end of the day must ensure all air conditioning, lights and other technological devices are switched off. The last Resident Person to exit the Country Club prior to the end of the day must ensure that all doors and windows are locked. Those organising a function in the Country Club are responsible for locking the building and activating the alarm system.

Function Room

- 5.14. Hours of access are as outlined in the *Community Facility Schedule* below.
- 5.15. Subject to the above Park Rules, Persons who wish to hold functions in the Country Club (including the Function Room or any other area in which functions are permitted) must ensure the function is concluded by no later than 10.30pm, excluding New Year's Eve - in which case the hours can be extended by mutual agreement between the home owners committee (or like peak Home Owner



body) and the Park Owner. The granting of such permission will be at the absolute discretion of the Park Owner and may be withheld or issued conditionally from time to time.

- 5.16. As detailed above, all Persons are to be mindful of other Persons when walking home from the Country Club insofar as noise and nuisance is concerned.
- 5.17. Persons who wish to use the Country Club for private functions must pay a cleaning bond to the Park Manager no later than 48 hours prior to the staging of their private function. The bond or any part thereof may be used by the Park Manager at their absolute discretion to clean the Common Areas or communal facilities following the conclusion of the private function. The quantum of the bond will be determined by the Park Owner from time to time. The Park Manager will refund any unused bond monies to the relevant Person as soon as practicably possible following the conclusion of the private function.
- 5.18. Except for those displaying a disability parking permit, a Non-Resident Person who is attending a function at the Park must park their vehicle outside of the Park. Non-Resident Persons displaying a disability parking permit may park their vehicle within the Park's designated disabled parking spaces, subject to such parking spaces being available.
- 5.19. Resident Persons who use the Function Room must ensure the Function Room is left clean and tidy at the end of each use.

Kitchen, Bar and BBQ Areas

- 5.20. Hours of access are as outlined in the *Community Facility Schedule* below.
- 5.21. A Food Safety Supervisor accredited person is always to be reasonably accessible in person or by phone when the Kitchen is in use. At least one (1) Resident Person must have a Basic Food Handling Certificate or the like when food is being prepared.
- 5.22. Persons who use the Kitchen, Bar, BBQs and associated Common Area or communal facility areas must ensure the said Common Area or communal facility areas are left clean after use. For clarity, this may include the cleaning of grease trays and surrounding spillage. All furniture in those areas must be returned to its usual location at the end of each use.
- 5.23. The Bar will be operated by the relevant home owners committee (or like peak Home Owner body) subcommittee or other Licensee on behalf of all Resident Persons. The Bar plus all tills and relevant refrigerators that are used to store beverages and food will remain locked when not in use.

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Bowls Green

- 5.24. Hours of access are as outlined in the *Community Facility Schedule* below.
- 5.25. Bowlers must follow the Bowls Queensland *Player Code of Conduct* or the like.
- 5.26. Bowlers must wear correct lawn bowls approved footwear, being flat soled shoes or bare feet.
- 5.27. Bowls can only be played in an east-west direction. To preserve the life of the Bowls Green, for practice or single games, bowlers must use the centre section of the Bowls Green.
- 5.28. Bowlers must not dump bowls on the Bowls Green. Bowlers must adhere to the height rules prescribed by Bowls Queensland, being a height no greater than ankle height.
- 5.29. Non-Resident Persons must be actively supervised by the Resident Person whom they are visiting.

Bus

- 5.30. Only Resident Persons living at the Park are permitted to use the communal Bus.
- 5.31. Resident Persons who use the Bus must ensure the Bus fuel tank is fully refuelled and that the Bus is left clean and tidy at the end of each use.
- 5.32. Notwithstanding anything else in these Park Rules, the Park Manager will be responsible for controlling the Bus booking diary, which will be kept at the Park Manager's office.
- 5.33. Resident Persons who wish to use the bus must agree to comply with the prevailing 'Bus Terms and Conditions of Use Policy' or the like.

Cinema

- 5.34. Hours of access are as outlined in the *Community Facility Schedule* below.
- 5.35. Persons are not permitted to operate or interfere with any of the Cinema equipment unless they have received the appropriate training and are competent to do so.
- 5.36. Food or drink (except water) are not permitted in the Cinema.

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- 5.37. Notwithstanding any other Park Rule, Resident Persons may advertise a movie showing by placing a notice on the notice boards in the Country Club and outside the Cinema.
- 5.38. Resident Persons who use the Cinema must ensure the Cinema is left clean and tidy and that all equipment is switched off at the end of each use.

Craft Room

- 5.39. Hours of access are as outlined in the *Community Facility Schedule* below.
- 5.40. Persons are not permitted to operate sewing machines and over lockers unless they have received the appropriate training and are competent to do so.
- 5.41. Persons are not permitted to store their own property in the Craft Room.
- 5.42. Persons must ensure that all equipment in the Craft Room is turned off at the switch after use.
- 5.43. Resident Persons who use the Craft Room must ensure the Craft Room is left clean and tidy at the end of each use.

Games Room

- 5.44. Hours of access are as outlined in the *Community Facility Schedule* below.
- 5.45. Persons must return all balls and cues to the racks, brush the felt pool table tops and cover the pool tables after use.
- 5.46. Persons must ensure darts are stored appropriately and that the dart board cabinet is closed at the end of each session.
- 5.47. The Games Room communal facility cannot be booked for a private function without the prior consent of the Park Owner.
- 5.48. No food or drink is permitted within 1 metre of the pool tables.
- 5.49. Resident Persons who use the Games Room must ensure the Games Room is left clean and tidy at the end of each use.

Golf Simulator

- 5.50. Hours of access are as outlined in the *Community Facility Schedule* below.
- 5.51. Non-Resident Persons are permitted to use the Golf Simulator, provided they are strictly supervised by the Resident Person whom they are visiting.

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- 5.52. Persons are not permitted to operate the Golf Simulator unless they have received the appropriate training and are competent to do so.
- 5.53. Only four (4) Persons are permitted in the Golf Simulator room at any one time.
- 5.54. Persons using the Golf Simulator must wear covered footwear.
- 5.55. Persons using the Golf Simulator must first sign the diary that is located outside of the Golf Simulator room.
- 5.56. Persons using the Golf Simulator may supply their own golf clubs and golf balls or use the community-supplied equipment. Only new or clean golf balls are to be used at any time.
- 5.57. Prior to leaving the Golf Simulator room, Persons must ensure the Golf Simulator equipment is properly shut down and that accessories are stored in the cabinet and all equipment is returned to its designated place.
- 5.58. The Golf Simulator communal facility cannot be booked for a private function without the prior consent of the Park Owner.
- 5.59. No Person is permitted to interfere with any of the equipment in the Golf Simulator facility.
- 5.60. Resident Persons who use the Golf Simulator must ensure the Golf Simulator room is left clean and tidy at the end of each use.

Gymnasium

- 5.61. Hours of access are as outlined in the *Community Facility Schedule* below.
- 5.62. Only adult Persons are permitted to use the Gymnasium.
- 5.63. Persons agree to use the Gymnasium at their own risk.
- 5.64. If Persons engage a qualified person to provide health and well-being services or guidance in the Gymnasium, pool areas and other recreational areas, then such persons must be appropriately qualified and insured.
- 5.65. Persons must always wear appropriate footwear.
- 5.66. Persons must place a towel on the working surface of any equipment they are using. Persons must also wipe down equipment with towels and cleaning agents after use.
- 5.67. Resident Persons who use the Gymnasium must ensure the Gymnasium is left clean and tidy at the end of each use.

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Workshop

- 5.68. Hours of access are as outlined in the *Community Facility Schedule* below.
- 5.69. Only Resident Persons are permitted to use the Workshop.
- 5.70. Resident Persons agree to use the Workshop at their own risk.
- 5.71. A minimum of two (2) Resident Persons must be in the Workshop at all times during use. For clarity, a Resident Person cannot use the Workshop alone.
- 5.72. Resident Persons who wish to use the Workshop must agree to comply with the prevailing '*Workshop Terms and Conditions of Use Policy*'.
- 5.73. Tools and other chattels within the Workshop are the property of the home owners committee (or like peak Home Owner body). By extension, the home owners committee (or like peak Home Owner body) is responsible for ensuring that all equipment in the Workshop is electrically tested, tagged as and when required and insured at its cost. Furthermore, Resident Persons using the Workshop must ensure that all items of equipment are used in accordance with the manufacturer's recommendations. The use of Personal Protection Equipment is mandatory.
- 5.74. Resident Persons must not wear loose clothing or jewellery whilst using the Workshop. Resident Persons must also take steps to ensure bodily hair or other items do not pose a safety risk whilst using the Workshop.
- 5.75. Resident Persons may only borrow equipment from the Workshop after signing the borrowing register in accordance with the rules of the Workshop.
- 5.76. Resident Persons must not store their personal property in the Workshop.
- 5.77. Resident Persons must be competent and familiar in the safe use of the plant and/or equipment involved.
- 5.78. Resident Persons must ensure any equipment used is returned in good order to its allocated storage area at the end of use. Prior to leaving the Workshop, Resident Persons must clean tools, switch power points off, release the air compressor, sweep the floor and secure the room.
- 5.79. Resident Persons who use the Workshop must ensure the Workshop is thoroughly cleaned at the end of each use.

Tennis Court/Pickleball Court

- 5.80. Hours of access are as outlined in the *Community Facility Schedule* below.

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- 5.81. Persons must wear non-marking shoes whilst using the Tennis Court/Pickleball Court.
- 5.82. Persons must ensure that no equipment is removed from the Tennis Court/Pickleball Court.
- 5.83. Persons must ensure the Tennis Court/Pickleball Court is used for its intended use only.
- 5.84. Persons must not adjust the net height.
- 5.85. Persons using the Tennis Court/Pickleball Court must ensure the Tennis Court/Pickleball Court is left clean and tidy at the end of each use.

Caravan Compound

- 5.86. Only Resident Persons are permitted to use the communal Caravan Compound.
- 5.87. Resident Persons who wish to use the caravan compound must agree to comply with the prevailing '*Vehicle Parking Permit and Conditions of Use Policy*'.

Swimming Pool and Spa

- 5.88. Hours of access are as outlined in the *Community Facility Schedule* below.
- 5.89. Non-Resident Persons must always be actively supervised by the Resident Person whom they are visiting whilst using the Swimming Pool and Spa.
- 5.90. Persons agree to use the Swimming Pool and Spa at their own risk.
- 5.91. Persons under the age of three (3) years who use the Swimming Pool and Spa must wear a swim nappy or the like.
- 5.92. There is to be no jumping, diving or running at the Swimming Pool and Spa area.
- 5.93. No glass/ceramic vessels of any description are permitted in the Swimming Pool and Spa area.
- 5.94. Persons are not permitted to use the Swimming Pool and Spa when the cleaning sign is displayed.
- 5.95. Persons must always ensure any safety gates at the Swimming Pool and Spa area remain closed.
- 5.96. Persons must ensure that furniture is not removed from within the Swimming Pool and Spa area.
- 5.97. Persons who use the Gymnasium or Sauna prior to using the Swimming Pool and Spa must shower prior to such use.

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5.98. Persons who use the Swimming Pool and Spa area must ensure the Swimming Pool and Spa area is clean and tidy at the end of each use.

Sauna

5.99. Hours of access are as outlined in the Community Facility Schedule below.

5.100. Only adult Persons are permitted to use the Sauna.

5.101. Persons must seek medical advice prior to using the Sauna.

5.102. Persons using the Sauna do so at their own risk.

5.103. Persons who use the Sauna must ensure the Sauna is left clean and tidy the end of each use.

Library

5.104. Hours of access are as outlined in the *Community Facility Schedule* below.

5.105. Persons using the Library must respect that it is a quiet zone.

5.106. All books, discs, CD's, DVD's and puzzles at the Library have been donated to the community and are available for free to all Resident Persons either in the Library or to take away.

5.107. Resident Persons who use the Library must ensure the Library is left clean and tidy at the end of each use.

5.108. Resident Persons who wish to use the computers and/or printer within the Library must ensure material they are accessing and/or printing is lawful.

5.109. Costs of consumables with respect to ink, toner, printing paper and the like will be borne by the home owners committee (or like peak Home Owner body).

Music Room

5.110. Hours of access are as outlined in the Community Facility Schedule below.

5.111. Persons must not borrow equipment from the Music Room.

5.112. Persons must not store their personal property in the Music Room.

6. **The speed limits for motor vehicles** (as per Section 77(2)(d) of the Act):

6.1. The speed limit at the Park is strictly 10 kilometres per hour.



7. **The parking of motor vehicles** (as per Section 77(2)(e) of the Act):
- 7.1. All motor vehicles and trailers kept at the Park on a permanent basis must be registered with the Park Owner.
 - 7.2. Only motor vehicles with current registration and compulsory third-party insurance may be driven and parked within the Park. Owners of motor vehicles with noisy or polluting exhausts will be required to remove such motor vehicles from the Park.
 - 7.3. Only two (2) vehicles are permitted to be parked at any Site, provided they are enclosed within the garage at that Site. Parking of more than two (2) motor vehicles is permissible at any Site, provided that such vehicles are also enclosed in the garage of the relevant Site.
 - 7.4. Non-Resident Persons are not permitted to bring into the Resort any vehicles, trailers, boats, motorhomes, motorbikes and or the like other than their motor vehicle. Non-Resident Persons who are visiting a Resident Person at the Park can park their motor vehicle in an allocated visitor car parking bay for a period that does not exceed more than 48 hours.
 - 7.5. Due to limited storage at the Park, Resident Persons must seek and obtain written permission from the Park Owner if they wish to store their caravans, motorhomes, boats and trailers in designated areas. If such permission is granted, then the relevant Resident Persons will receive an identification tag, which they must ensure is displayed on the item they intend storing on Park grounds.
 - 7.6. The issuance of the above-mentioned identification tags will be subject to additional terms and conditions as announced by the Park Owner from time to time. Parking fees may also be payable by current or prospective Resident Persons who have not already been issued with identification tags.
 - 7.7. Notwithstanding the above, no motor vehicle, caravan, boat, trailer or other vehicle is to be parked or stored at any site or any Common Area or communal facility in a manner which impedes the safe passage of other vehicles or people or otherwise causes the Park Owner to breach legislation relating to its health and safety obligations or the requirements of the Park Owner's town planning approvals or any requirements laid out by the Park Owner's insurers.
 - 7.8. Caravans and motorhomes can only be parked outside of a Site for a maximum period of 24 hours and for loading, unloading and vehicle cleaning purposes only.
 - 7.9. Resident Persons are not permitted to park their motor vehicles in guest parking bays throughout the Park unless consent is provided from the Park Owner.



- 7.10. Non-Resident Persons are not permitted to bring their recreational vehicles or any second vehicle into the Park at any time.
 - 7.11. Except for visiting delivery and courier vehicles, no trucks or large commercial type vehicles (even if they belong to a Resident Person) will be permitted access to the Park without the prior consent of the Park Owner. Such consent may be withheld or issued conditionally from time to time.
8. **The disposal of refuse** (as per Section 77(2)(f) of the Act):
- 8.1. The water closets, conveniences and other waste apparatus, including waste pipes and drains must not be used for any purpose other than those for which they were constructed, and no sweeping of rubbish or other unsuitable substance shall be deposited within.
 - 8.2. Carports, garages and Sites generally must be kept clean and free from all litter and weeds. All practical steps must be taken to prevent infestation by vermin and or insects.
 - 8.3. Resident Persons must place all their household rubbish into bins at their Sites or at bin collection points for periodic collection and disposal by the relevant service provider.
9. **The keeping of pets** (as per Section 77(2)(g) of the Act):
- 9.1. The allowable number, and the keeping of pets generally by Resident Persons must be in accordance with local authority requirements and Park Owner policy.
 - 9.2. Resident Persons must ensure their pets are securely confined within their Site unless their pets are being walked around the Park's thoroughfares.
 - 9.3. No pets, including those belonging to Non-Resident Persons 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.
 - 9.4. Pets are not permitted to roam the Park and are always to be kept on a short lead whilst they are not within either the confines of a manufactured home or Site or otherwise appropriately confined and secured.
 - 9.5. Resident Persons are not permitted to allow their pets to access the Site of another Resident Person without first obtaining permission from the relevant Resident Person.
 - 9.6. Pet owners are responsible for disposing of waste belonging to their pet in their own rubbish bin irrespective of where such waste may occur.
 - 9.7. Resident Persons must take measures to ensure their pets do not make any unreasonable noises such that might interfere with the reasonable peace,



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comfort, privacy or quiet enjoyment of other Persons within the Park.

- 9.8. Pets, except for service animals, are not permitted inside of any Common Area or communal facility.



COMMUNAL FACILITY SCHEDULE

FACILITY	HOURS OF OPERATION	PERMITTED PERSONS
Country Club	7.00am-9.00pm* 7 days a week* *The Park Manager may lock or arrange to have the building locked prior to 9.00pm if the Country Club is not being used.	Resident Persons Accompanied Non- Resident Persons
Kitchen and Bar	7.00am-9.00pm 7 days a week	Resident Persons Accompanied Non- Resident Persons
Function Room	7.00am-9.00pm 7 days a week	Resident Persons Accompanied Non- Resident Persons
Cinema	7.00am-9.00pm 7 days a week	Resident Persons Accompanied Non- Resident Persons
Games Room	7.00am-9.00pm 7 days a week	Resident Persons Accompanied Non- Resident Persons over the age of 14 years
Golf Simulator	7.00am-9.00pm 7 days a week	Resident Persons Accompanied Non- Resident Persons
Swimming Pool	7.00am-8.00pm* 7 days a week *Non-Resident Persons under 18 years are not permitted in the Swimming Pool and Spa area between the hours of 7.00am and 9.00am and 7.00pm and 8.00pm.	Resident Persons Accompanied Non- Resident Persons
Spa	7.00am-8.00pm 7 days a week	Resident Persons Accompanied Non- Resident Persons

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Bowls Green	7.00am-8.00pm 7 days a week	Resident Persons Non-Resident Persons over the age of 12 years
Sauna	7.00am-8.00pm 7 days a week	Resident Persons Non-Resident Persons over the age of 18 years
Workshop	8.00am-3.00pm Monday to Friday	Resident Persons
Tennis Court/Pickleball Court	7.00am-8.00pm 7 days a week	Resident Persons Non-Resident Persons over the age of 10 years
Library	7.00am-9.00pm 7 days a week	Resident Persons
Craft Room	7.00am-9.00pm 7 days a week	Resident Persons
Music Room	7.00am-9.00pm 7 days a week	Resident Persons Accompanied Non- Resident Persons
Gymnasium	7.00am-9.00pm 7 days a week	Resident Persons Non-Resident Persons over the age of 18 years
Caravan Compound	As applicable to individual Resident Persons	Resident Persons
BBQ Area and Alfresco	7.00am-9.00pm 7 days a week	Resident Persons Accompanied Non- Resident Persons
Conference Room	7.00am-9.00pm 7 days a week	Resident Persons Accompanied Non- Resident Persons
Consultation Room	7.00am-9.00pm 7 days a week	Resident Persons Accompanied Non- Resident Persons
Hairdresser Salon	7.00am-9.00pm 7 days a week	Resident Persons Accompanied Non- Resident Persons
Bus	Reservation required	Resident Persons



COMMUNAL BUS RULES

The Park Owner has provided Resident Persons with a Communal Bus ['Bus'] so that Resident Persons may transport themselves inside and outside of the Park for approved purposes. Resident Persons who use the Bus may do so subject to the following rules:

1. Only Resident Persons may use the Bus ['User/s'].
2. Only qualified and approved Resident Persons may drive the Bus ['Driver/s'].
3. The Park Manager is the ultimate controller of the Bus and will make decisions about where the Bus is permitted to travel.
4. Intending Users of the Bus must register their proposed travels in the booking diary at least 24 hours ahead of their proposed travel. Intending Users of the Bus must also nominate their Driver at the time of making their booking. The Bus booking diary and the Bus key will be stored at the Park Manager's office.
5. The Park Manager may modify or cancel Bus bookings at their absolute discretion in order to promote fair access to the Bus by all Resident Persons.
6. The Park Manager will, at its sole and absolute discretion, determine which Resident Persons are permitted to become a Driver.
7. Resident Persons who wish to become Drivers must -
 - 7.1. satisfy the Park Manager that they are fit to do so;
 - 7.2. demonstrate a driving history that is to the complete satisfaction of the Park Manager; and
 - 7.3. have a current unrestricted licence issued by the relevant local authority.
8. Drivers and Users of the Bus must comply with all laws of the road as prescribed by the relevant local authority. The Bus may only be used for lawful purposes.
9. Drivers and Users of the Bus must comply with any Bus-related directive that is issued by the Park Owner from time to time.
10. The Bus is limited to carry only a certain number of persons. Users and Drivers must ensure such limits are not exceeded at any time.
11. Only Drivers will be issued with a key to the Bus.
12. If a Driver wishes to drive the Bus in accordance with the abovementioned pre-arranged booking, then the following process will happen:
 - 12.1. The Driver will attend the Park Manager's office and sign out the Bus key from the relevant register.

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- 12.2. The Driver will sign a declaration to the effect that the Driver is fit to drive the Bus and that they agree to be bound by these Communal Bus Rules.
- 12.3. The Driver will then take the key and drive the Bus as scheduled.
13. Drivers are absolutely responsible for the Bus whilst they are in possession of the Bus key.
14. Drivers are responsible for completing a travel log (which will be stored in the Bus) at the end of every journey prior to returning the Bus key to the Park Manager.
15. After completing the travel log, Drivers must return the Bus key to the Park Manager immediately. The Driver will be required to sign the Bus key back in the above-mentioned register. Drivers will be considered to remain in control and personally responsible for the Bus until such key-return process is completed.
16. Drivers will be personally responsible for paying any out-of-pocket parking costs, toll costs, parking fines, infringement notices or any fine or other cost that is incurred from the moment the Driver signs out the Bus key until the Driver signs the Bus key back in. The Park Owner will not reimburse Users and Drivers for such expenses.
17. Drivers are responsible for and are required to conduct a visual inspection and verbal check to ensure that all Users are within the confines of the Bus prior to setting the Bus in motion.
18. Drivers will be personally responsible for ensuring the Bus is fully refuelled at the end of every trip prior to signing the Bus key back in. The Park Owner will not reimburse Users and Drivers for such expenses.
19. Drivers and Users must ensure they take care when entering, exiting, sitting and standing on the Bus and at all other times.
20. When travelling in the Bus, Drivers and Users must wear the seat belts supplied.
21. When travelling in the Bus, Drivers and Users must ensure they are completely inside of the Bus and that no part of their body or clothing is protruding outside of the Bus.
22. Reckless and irresponsible use of the Bus is prohibited at all times.
23. The Park Owner has a zero-tolerance approach with respect to driving under the influence of alcohol and/or any other illicit substance. The Driver must ensure they have zero alcohol and/or illicit substance in their system when using the Bus.
24. The Driver must not operate the Bus if they are on any medication that may impede their ability to operate the Bus or have a physical ailment that otherwise impedes their ability to operate the Bus.
25. The Bus must not be used to tow or pull any object.



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26. The Driver must immediately report safety-related incidents and/or accidents that involve the Bus to the Park Manager.
27. The Driver must immediately report any defects, breakages or damage that involve the Bus to the Park Manager.
28. The Driver must -
 - 28.1. ensure that all rubbish is removed from the Bus after use;
 - 28.2. that, in the reasonable opinion of the Park Manager, the Bus is suitably washed after use;
 - 28.3. return the Bus to the nominated parking area;
 - 28.4. ensure that the Bus is locked, and that the Bus key is properly returned; and
 - 28.5. generally ensure that the Bus is left ready for use by others.
29. Users and/or Drivers who fail to comply with these Bus Rules may be prohibited from using the Bus.
30. Drivers and Users release, indemnify and hold harmless the Park Owner, its servants and agents from and against all and any actions or claims which may be made by a Driver or a User or by others on behalf of a Driver or a User for or in respect of or arising out of any injury, loss, damage, or death caused to a Driver or User or their property whether, by negligence, breach of contract or in any way whatsoever.



WORKSHOP RULES

The following rules apply to Resident Persons who use the Park's Workshop and the equipment within ['Workshop']:

1. Tools and other chattels within the Workshop are the property of the home owners committee (or like peak Home Owner body). By extension, the home owners committee (or like peak Home Owner body) is responsible for ensuring that all equipment in the Workshop is electrically tested, tagged as and when required and insured at their cost. Furthermore, Resident Persons using the Workshop must ensure that all items of equipment are used in accordance with the manufacturer's recommendations. The use of Personal Protection Equipment is mandatory.
2. Tools, machines, equipment and consumable items in the Workshop are the property of the home owners committee (or like peak Home Owner body). To this end, the home owners committee (or like peak Home Owner body) is responsible for complying with all health and safety requirements that apply to such tools, machines, equipment and consumable items.
3. All fixtures in the workshop such as plumbing and electricity power points in walls, floors and ceilings are the property and responsibility of the Park Owner.
4. Only Resident Persons are permitted to use the Workshop and they do so at their own risk and are responsible for any injuries or accidents that may occur. However, from time to time, Non-Resident Persons with specialist knowledge may be invited by the workshop committee to demonstrate or train Resident Persons with the use of the Workshop equipment and techniques.
5. A minimum of two (2) Resident Persons must be in the Workshop at all times during use. For clarity, a single Resident Person cannot use the Workshop alone.
6. When using machinery or electric hand tools, a minimum of two (2) Resident Persons must be in attendance in the Workshop at any given time, with at least one
7. of the Resident Persons being competent and having completed the Workshop Induction process delivered by a Resident Person authorised by the Workshop Group.
8. Resident Persons accessing the Workshop must wear covered footwear. Resident Persons using Workshop equipment must also wear appropriate Personal Protective Equipment, which may include, protective eyewear and hearing protection. All protective personal equipment, including hearing protection, safety glasses and aprons are to be supplied by the Resident Person. Resident Persons should be mindful of personal safety and not wear loose fitting clothing or jewellery when using workshop equipment.

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9. Prior to using the Workshop, Resident Persons must first undergo a safety induction course that has been approved by the Park Owner that has been arranged and funded by the home owners committee (or like peak Home Owner body).
10. Resident Persons must not store their personal property in the Workshop.
11. No tools or equipment are permitted to be removed from the Workshop.
12. Resident Persons must be competent and familiar in the safe use of the plant and/or equipment involved.
13. Prior to leaving the Workshop, Resident Persons must clean tools, switch power points off, release the air compressor, sweep the floor and secure the room.
14. Resident Persons agree to comply with these rules and agree to follow any directions stated within them regarding safety.
15. Resident Persons shall at all times use manufacturers' recommended personal protective equipment for each piece of equipment that has been provided for use at the Workshop, or alternatively, shall supply and use their own compliant personal protective equipment.
16. Resident Persons shall use only tools and equipment in the Workshop that they are familiar with and competent to use/operate.
17. Resident Persons shall use all safety devices (for example, guards) on tools and equipment and will not remove or modify any safety devices.
18. Resident Persons shall, as soon as is reasonably practicable, report any safety concerns, near-hits or incidents to the Park Manager and shall assist with any investigation regarding those types of incidents.
19. Resident Persons shall not smoke or consume alcohol in the Workshop.
20. Resident Persons shall not enter the Workshop whilst under the influence of alcohol or any illicit substance.
21. Before using any Workshop tools or equipment, Resident Persons shall, to the extent reasonably necessary, undertake a physical inspection of the machine or tools to ensure they are safe for use. Should any damage or defect be identified, the Resident Person shall tag-out the equipment and immediately inform the Park Manager of the defect.
22. Resident Persons agree their access to the Workshop may be restricted, suspended or cancelled at any time if the Park Owner forms a view that any given Resident Person is failing to comply with these rules.
23. Resident Persons release, indemnify and hold harmless the Park Owner, its servants and agents from and against all and any actions or claims which may be made by a Resident



Persons or by others on behalf of the Resident Persons for or in respect of or arising out of any injury, loss, damage, or death caused to a Resident Persons or their property whether, by negligence, breach of contract or in any way whatsoever.

CARAVAN COMPOUND RULES

Resident Persons may make application to the Park Owner for approval to store their caravan, motorhome, boat, trailer or other vehicle **['Vehicle']** in the Park's Caravan Compound **['Compound']**. The Park Owner may, at its sole and absolute discretion and always subject to the availability of space, issue such approval to qualified Resident Persons **['User/s']** subject to the following rules:

1. Approved Users of the Compound will be issued with a parking permit **['Permit']** by the Park Owner which entitles the User to park their Vehicle in the Compound.
2. When a User park's and leaves their Vehicle in the Compound, the User does so at their own risk and the User remains responsible for their Vehicle and any property in or on it.
3. The User will use the Compound for the sole purpose of parking their Vehicle therein and for no other purpose whatsoever.
4. The User will park their Vehicle within the limits and spaces in the Compound as defined by the Park Manager from time to time and the User shall comply with all signs erected in the Compound.
5. The User will comply with any directions or instructions given to the User by the Park Owner or the Park Manager from time to time. If the User breaches any of these requirements, then their Permit and their right to use the Compound may be cancelled at the sole and absolute discretion of the Park Owner.
6. The Permit label must be displayed at all times on the Vehicle. Failure to do so will result in the Vehicle being towed at the User's expense. The Park Owner will not be liable for any damage to any Vehicle, persons or property occasioned or resulting from such removal. Users will immediately pay to the Park Owner any costs it incurs in connection with Vehicle removal.
7. Users will not park their Vehicle so as to obstruct or permit the obstruction of the free passage to, or the use of, the Compound. The Park Owner reserves the right to remove any obstructing Vehicle. The Park Owner will not be liable for any damage to any Vehicle, persons or property occasioned or resulting from such removal. Users will immediately pay to the Park Owner any costs it incurs in connection with Vehicle removal.

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8. Except to the extent required by law, the Park Owner will not be liable for -
 - 8.1. the safe custody of any Vehicle in the Compound; or
 - 8.2. the delivery of any Vehicle to any person, whether that person has authority to take it or not;
 - 8.3. any theft, loss or damage whatsoever to any Vehicle or its accessories or contents; or
 - 8.4. any damage to the User's property, injury to the User or their death whilst they, their Vehicle or the User's property is in the Compound or whilst the User is entering or leaving the Compound.
9. The User releases and indemnifies the Park Owner from any claim against the Park Owner or expense incurred by the Park Owner arising from the User's use of the Compound or from the Park Owner removing the User's Vehicle from it.
10. The User must ensure that their Vehicle is securely locked.
11. The User must not litter the Compound or allow their Vehicle to spill or leak oil in the Compound.
12. If at the User's request, the Park Owner provides any form of Vehicle assistance, then the User -
 - 12.1. accepts such assistance at the User's own risk in all respects; and
 - 12.2. if any damage is caused to a User's Vehicle, then the User releases and indemnifies the Park Owner from and against any claim which the User may otherwise have against the Park Owner in respect to that damage.
13. These Rules will only exclude the Park Owner from liability to the extent that the Park Owner is able to do so under any law, which restricts or forbids that exclusion of liability.
14. The Park Owner may, at its sole and absolute discretion, terminate a User's right to use the Compound for whatever reason.
15. A User's right to use the Compound will automatically terminate if the User is no longer party to a Site Agreement with the Park Owner.
16. If at any time whilst a User is party to a Site Agreement, the User chooses to sell, trade or replace their Vehicle, then the abovementioned benefit will transfer to a new vehicle ['Replacement Vehicle'] provided that.
 - 16.1. the Replacement Vehicle does not exceed the measurements of their current Vehicle. [Note: If the Replacement Vehicle is larger than their current Vehicle, then the User will need to make separate application to the Park Owner and seek a new approval to park the Replacement Vehicle. The Park Owner may, at its sole

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and absolute discretion, withhold or provide such approval on a conditional basis]; and

- 16.2. the Replacement Vehicle is acquired within sixty (60) days of being sold, traded or replaced. [Note: If the Replacement Vehicle is not acquired within the sixty (60) day period, then the User will need to make separate application to the Park Owner and seek a new approval to park the Replacement Vehicle. The Park Owner may, at its sole and absolute discretion, withhold or provide such approval on a conditional basis].
17. The User's entitlement to use the Compound pursuant to these Rules will automatically terminate if the User ceases to own the Vehicle subject to which the initial Permit was issued or if the User fails to obtain a Replacement Vehicle within the prescribed timeframe.
18. The User's entitlement to use the Compound pursuant to these Rules is non-transferable.
19. Spaces in the Compound are unallocated. Depending on circumstances and availability of space, the User may park their Vehicle in differing spaces from time to time.
20. Subject to the availability of space, the Park Owner may agree to permit the User to park additional vehicles in the Compound. In this case, the User will be required to accept additional conditions. The User will also be required to pay a weekly fee to the Park Owner equal to \$25.00 per week as at 10 December 2020. This amount is to be indexed annually in accordance with increases in the Consumer Price Index for the Brisbane Metropolitan Region. These additional fees can never be less than the fee payable in the immediately preceding year.
21. At all times, legal ownership of the Compound will vest in the Park Owner.
22. In the event of flooding, subsidence or natural disaster, the User will be responsible for ensuring their Vehicle is removed from the Compound in a timely fashion. The Park Owner bears no responsibility for any damage that might occur to the User's Vehicle in any circumstance.
23. The User will be issued a security Compound key by the Park Owner, which the User will use to access the Compound. Prior to receiving the Compound key, the User will be required to pay to the Park Owner a Compound key bond in the sum of \$50.00. The Compound key bond will be refunded to the User when the User's right to use the Compound is at an end for whatever reason and the Compound key has been returned to the Park Owner. If the Compound key is lost, misplaced or stolen, then the User will be required to bear the cost of a replacement Compound key.

