Retirement Villages

Form 3



Village Comparison Document

Retirement Villages Act 1999 (Section 74)

This form is effective from 1 February 2019

ABN: 86 504 771 740

Name of village: Pine Lake Village

Important information for the prospective resident

- The Village Comparison Document gives general information about the retirement village accommodation, facilities and services, including the general costs of moving into, living in and leaving the retirement village. This makes it easier for you to compare retirement villages.
- The Retirement Villages Act 1999 requires a retirement village scheme operator to:
 - provide a copy of the Village Comparison Document to a prospective resident of the retirement village within seven days of receiving a request
 - include a copy of the Village Comparison Document with any promotional material given to a person, other than through a general distribution (e.g. mail-out)
 - publish the Village Comparison Document on the village's website so that the document, or a link to it appears prominently on each page of the website that contains, or has a link to, marketing material for the village
- You can access a copy of this Village Comparison Document on the village website at
 - https://levande.com.au/community/pine-lake/for-sale/
- All amounts in this document are GST-inclusive, unless stated otherwise where that is permitted by law.

Notice for prospective residents

Before you decide whether to live in a retirement village, you should:

- Seek independent legal advice about the retirement village contract there are different types
 of contracts and they can be complex
- Find out the financial commitments involved in particular, you should understand and consider ingoing costs, ongoing fees and charges (which can increase) and how much it will cost you when you leave the village permanently
- Consider any impacts to any pensions, rate subsidies and rebates you currently receive
- Consider what questions to ask the village manager before signing a contract
- Consider whether retirement village living provides the lifestyle that is right for you. Moving into a retirement village is very different to moving into a new house. It involves buying into a village with communal facilities where usually some of the costs of this lifestyle are deferred until you leave the village. These deferred costs when you leave your unit may be significant.
- Seek further information and advice to help with making a decision that is right for you. Some
 useful contacts are listed at the end of this document, including:
 - Queensland Retirement Village and Park Advice Service (QRVPAS) which provides free information and legal assistance for residents and prospective residents of retirement village. See www.caxton.org.au or phone 07 3214 6333.
 - The Queensland Law Society which can provide a list of lawyers who practice retirement village law. See www.gls.com.au or phone: 1300 367 757.

More information

- If you decide to move into a retirement village, the operator will provide you with a Prospective Costs Document for your selected unit, a residence contract and other legal documents.
- By law, you must have a copy of the Village Comparison Document, the Prospective Costs
 Document, the village by-laws, your residence contract and all attachments to your residence
 contract for at least 21 days before you and the operator enter into the residence contract. This
 is to give you time to read these documents carefully and seek professional advice about your
 legal and financial interests. You have the right to waive the 21-day period if you get legal
 advice from a Queensland lawyer about your contract.

The information in this Village Comparison Document is correct as at 15 March 2024 and applies to prospective residents.

Some of the information in this document may not apply to existing residence contracts.

Part 1 - 0	perator and	l manageme	ent details
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1.1 Retirement village location

Retirement Village Name: Pine Lake Village

Street address: 11 Araucaria Way

Suburb: Elanora State: QLD Postcode: 4221

1.2 Owner of the land on which the retirement village scheme is located Name of land owner:

Accommodation units:

- 144 independent living units are owned by residents (Freehold ILUs);
- 3 independent living units are owned by Pine Lake Management Services Pty Ltd and leased to residents (*Leasehold ILUs*).

Community Facilities: The community centre, maintenance building and pool are located on Lot 1 on RP180124 which is owned by Pine Lake Village Pty Ltd.

Common property: Owned by the owners of the Freehold ILUs, the Leasehold ILUs and Lot 1 on RP180124 as tenants in common in shares proportionate to the interest schedule lot entitlements of their respective lots in the community titles scheme.

Note from the scheme operator: Currently, Lot 1 on RP180124 (owned by Pine Lake Village Pty Ltd) is being redeveloped by constructing on that lot:

- 51 new independent living apartments which will be licensed to residents (Licence ILAs); and
- new community facilities.

Please see Part 5 of this document for details of the redevelopment.

Details for Pine Lake Management Services Pty Ltd (owner of the Leasehold ILUs):

Australian Company Number: 005 838 415 Address: Level 18, 9 Castlereagh Street

Suburb: Sydney State: NSW Postcode: 2000

	Details for Pine Lake Village Pty Ltd (owner of Lot 1 on RP180124):
	Australian Company Number: 005 763 379
	Address: 11 Araucaria Way
	Suburb: Elanora State: QLD Postcode: 4221
1.3 Village operator	Name of entity that operates the retirement village (scheme operator):
	Pine Lake Management Services Pty Ltd
	Australian Company Number: 005 838 415
	Address: Level 18, 9 Castlereagh Street
	Suburb: Sydney State: NSW Postcode: 2000
	Date entity became operator: 01/07/2000
1.4 Village	Name of village management entity and contact details:
management and onsite availability	Pine Lake Management Services Pty Ltd
	Australian Company Number: 005 838 415
	Phone: (07) 5534 5945 Email pinelake@levande.com.au
	An onsite manager (or representative) is available to residents:
	□ Full time
	□ Part time
	☐ By appointment only
	□ None available
	□ Other
	Onsite availability includes:
	Weekdays: Monday to Friday from 8.30am to 4.30pm
	Weekends: N/A
1.5 Approved closure plan or transition plan for the	Is there an approved plan for the village? ☐ Yes ☒ No
retirement village	A written transition plan approved by the Department of Communities, Housing and Digital Economy is required when an existing operator is transitioning control of the retirement village scheme's operation to a new operator.
	Is there an approved closure plan for the village? ☐ Yes ☒ No
	A written closure plan approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Communities, Housing and Digital Economy is required if an operator is closing a retirement village scheme. This includes winding down or stopping to operate the village, even temporarily.

1.6 Statutory Charge over retirement village land.	your interest on th	ne certificate of title	cheme is secured by the e for the property. There chemes and freehold sch	is no statutory
	normally registere department admir registered on a lic religious, charitab	ed on the certificate histering the Act. It sence scheme, wh le or community p	atutory charge over the late of title by the chief exect there is no statutory chief may be the case for surpose organisations, your requirements.	ecutive of the arge some ou should
	village land?	ge registered on t	he certificate of title for t	he retirement
	⊠ Yes □ No			
	However, once the residence contrac	e redevelopment of ts are granted for ect. It will then be r	Currently, no statutory clof the village is complete the Licence ILAs, a state of the certificate of the cer	ed and utory charge
Part 2 - Age limits				
2.1 What age limits apply to residents in this village?	Single occupants must be at least 55 or over. For multiple occupants, both must be at least 55.			
ACCOMMODATION, FA	ACILITIES AND SE	RVICES		
Part 3 - Accommodation	n units: Nature of	ownership or te	nure	
3.1 Resident ownership or tenure of the units in the village is:	☑ Lease (non-o☑ Licence (non☐ Share in com☐ Unit in unit tr	n-owner resident) (easehold ILUs only) (Licence ILAs only) (whe non-owner resident)	n constructed)
Accommodation types				
3.2 Number of units by accommodation type and tenure	There are currently 147 single storey independent living units (being the Freehold ILUs and the Leasehold ILUs). When the Licence ILAs are constructed, there will be an additional 51 units in a multi-storey building with 3 levels, bringing the total number of units in the village to 198.			
Accommodation Unit	Freehold	Leasehold	Licence (under construction)	Other
Independent living units			(under construction)	
- Studio	53	1		
- One bedroom				

- Two bedrooms	91		2		
- Three bedrooms					
Serviced units					
- Studio					
- One bedroom					
- Two bedrooms					
- Three bedrooms					
Other: Independent Living Apartments					
- Studio					
- One bedroom				12	
- Two bedrooms				39	
- Three bedrooms					
Total number of units	144		3	51	
Note from the scheme Freehold ILUs and Leas Please see Part 5 for an Access and design	ehold	ILUs, and the	e new Licence ILA		•
3.3 What disability access and design features do the units and the village contain?		(i.e. no exter Note from the Ground floor Alternatively units Note from the either from the basement can Step free (how Width of door units). Toilet is accessory for the context of the c	the scheme operator. ILAs will have level, a ramp, elevator. The scheme operathe ground floor of ar park. Tobless) shower in a wheeled essible in a wheeled.	nto and between all area ps or stairs) in \square all \boxtimes sator: ILUs have one extended access from the street or lift allows entry into \square ator: All ILAs will be acceptate apartment building and \square all \boxtimes some units the elchair access in \square all \square some units or village that cater for page in place	some units ernal step. et. all \(\sime\) some essible by lift, or from the

Part 4 - Parking for res	sidents and visitors
4.1 What car parking in the village is	All 2 bedroom independent living units (ILUs) with own garage or carport attached or adjacent to the unit
available for residents?	Some studio independent living units (ILUs) with own garage or carport separate from the unit
	☐ All/some units with own car park space adjacent to the unit
	Some units with own car park space separate from the unit
	(independent living apartments (ILAs) only – when constructed)
	☐ General car parking for residents in the village
	☐ Other parking e.g. caravan or boat
	Some studio independent living units (ILUs) with no car parking for residents
	□ No car parking for residents in the village
	Restrictions on resident's car parking include: Nil
4.2 Is parking in the	⊠ Yes □ No
village available for visitors?	Visitors must park in designated visitor parking.
If yes, parking restrictions include:	
Part 5 - Planning and	development
5.1 Is construction	Year village construction started: 1982
or development of	☐ Fully developed / completed
the village complete?	□ Partially developed / completed
complete:	☐ Construction yet to commence
	Note from the scheme operator: The village is currently under redevelopment as set out in section 5.2 below. It is anticipated that the redevelopment of the village, including construction of the Licence ILAs, will be completed around September 2024. Please see 'Note from scheme operator' at Item 5.2 below.

5.2 Construction, development applications and development approvals

Provide details and timeframe of development or proposed development, including the final number and types of units and any new facilities.

Provide details and timeframe of development or proposed development, including the final number and types of units and any new facilities.

Notes from the scheme operator:

The scheme operator was granted a development approval (Council reference PN245155/01/DA1) on 12 Feb 2019, which was updated by a decision notice on 15 December 2021.

Building works on the community centre were completed on the 9th January 2023 permitting full access for residents' use. Construction on the apartment project commenced in February 2023 and is currently forecast for completion in late September 2024.

The development comprises: New apartments - A 3 storey unit complex with 51 new apartments, comprised of a mix of one bedroom and two bedroom apartments.

The complex has been designed to integrate with, and complement, the existing village and includes communal open space and landscaping. The community facilities will be upgraded to include:

- * new outdoor entertaining space including landscaping;
- * pedestrian pathway with access to lakefront; and
- * additional visitor parking.

Due to global market conditions and unforeseen weather events, timing for completion of construction is subject to change and is dependent on availability of resources, trade supply and environmental conditions.

5.3 Redevelopment plan under the Retirement Villages Act 1999

Is there an approved redevelopment plan for the village under the Retirement Villages Act?

Short description of the redevelopment plan: See summary of proposed improvements provided at Item 5.2.

Declaration date for the redevelopment plan: 28 July 2021

The Retirement Villages Act may require a written redevelopment plan for certain types of redevelopment of the village and this is different to a development approval. A redevelopment plan must be approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Communities, Housing and Digital Economy.

Note: see notice at the end of document regarding inspection of the development approval documents.

Part 6 - Facilities onsi	te at	the village	
Part 6 - Facilities onsite 6.1 The following facilities are currently available to residents:	te at	Activities or games room Arts and crafts room Auditorium BBQ area outdoors Billiards room Bowling green indoor outdoor Business centre (e.g. computers, printers, internet access) Chapel/prayer room Communal laundries Community room or centre Dining room Gardens Gym Hairdressing or beauty room Library	Medical consultation room Restaurant Shop Swimming pool □ indoor ☒ outdoor ☒ heated □ not heated Separate lounge in community centre Spa □ indoor ☒ outdoor ☒ heated □ not heated Storage area for boats/caravans Tennis court □ full □ half
			Village bus or transport Workshop Other: Bar, Consulting m
,	•	t is not funded from the General Service access or sharing of facilities (e.g. with	• •
6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?	Y	′es ⊠ No	
Note : Aged care facilities are not covered by the <i>Retirement Villages Act 1999</i> (Qld). The retirement village operator cannot keep places free or guarantee places in aged care for residents of the retirement village. To enter a residential aged care facility, you must be assessed as eligible by an Aged Care Assessment Team (ACAT) in accordance with the <i>Aged Care Act 1997</i> (Cwth). Exit fees may apply when you move from your retirement village unit to other accommodation and may involve entering a new contract.			

Part 7 - Services

7.1 What services are provided to all village residents (funded from the General Services Charge paid by residents)?

'General Services' provided to all residents are:

- Operating the retirement village for the benefit and enjoyment of residents.
- Providing, operating and managing the community areas and facilities.
- · Gardening and landscaping.
- Managing security at the retirement village.
- Maintaining the security system, emergency help system and/or safety equipment (if any).
- Maintaining fire-fighting and protection equipment.
- Maintaining and updating safety and emergency procedures for the retirement village.
- Cleaning, maintaining and repairing the community areas and facilities.
- Maintaining, repairing and replacing units and items in, on or attached to units (proposed independent living apartments only).
- Monitoring and eradicating pests.
- Engaging staff and contractors necessary for the operation of the retirement village, which may include a village manager, cleaning and maintenance personnel, security personnel, personal care and nursing personnel and/or relief personnel.
- Arranging for administrative, secretarial, book-keeping, accounting and legal services necessary for the operation of the retirement village.
- Maintaining any licences required in relation to the retirement village.
- Paying operating costs in connection with the ownership and operation of the retirement village.
- Maintaining insurances relating to the retirement village that are required by the Retirement Villages Act 1999 (the Act) or contemplated by a residence contract or that the scheme operator otherwise deems appropriate.
- Complying with the Act.
- Any other general service funded via a general services charges budget for a financial year.

The General Services are provided subject to the scheme operator or its related party remaining appointed as the caretaker for the community titles scheme for the village from time to time.

7.2 Are optional
personal
services
provided or
made available
to residents on a
user-pays
basis?

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П	Y es	X	Nο

7.3 Does the retirement village operator provide government	Yes, the operator is an Approved Provider of home care under the <i>Aged Care Act 1997</i> (Registered Accredited Care Supplier - RACS ID number [insert] Yes, home care is provided in association with an Approved Provider Five Good Friends / myHomeCare
funded home care services under the <i>Aged Care Act 1997</i> (Cwth)?	No, the operator does not provide home care services, residents can arrange their own home care services

Note: Some residents may be eligible to receive a Home Care Package, or a Commonwealth Home Support Program subsidised by the Commonwealth Government if assessed as eligible by an aged care assessment team (ACAT) under the *Aged Care Act 1997* (Cwth). These home care services are not covered by the *Retirement Villages Act 1999* (Qld).

Residents can choose their own approved Home Care Provider and are not obliged to use the retirement village provider, if one is offered.

Part 8 - Security a	nd emergency systems
8.1 Does the village have a security system?	⊠ Yes □ No
If yes:	
 the security system details are: 	CCTV in community centre and at village front entrance.
 the security system is monitored between: 	CCTV will be on 24 hours per day, 7 days per week.
8.2 Does the village have an emergency help system?	
If yes or optional:	The service provider is I.N.S Lifeguard.
the emergency help system details are:	The costs of the system are included in the General Services Charge (subject to the residence contract).
the emergency help system is monitored between:	24 hours per day, 7 days per week.

8.3 Does the village have equipment that provides for the safety or medical emergency of residents?	Yes □ No
If yes, list or provide details e.g. first aid kit, defibrillator:	Fire, first aid and emergency equipment (including defibrillator).

COSTS AND FINANCIAL MANAGEMENT

Part 9 - Ingoing contribution - entry costs to live in the village

An ingoing contribution is the amount a prospective resident must pay under a residence contract to secure a right to reside in the retirement village. The ingoing contribution is also referred to as the sale price or purchase price. It does not include ongoing charges such as rent or other recurring fees.

9.1 What is the
estimated ingoing
contribution (sale
price) range for
all types of units
in the village

	Accommodation Unit	Range of ingoing contribution
3	Independent living units	
•	- Studio	\$327,600 to \$349,650
	- One bedroom	\$409,500 to \$420,000
	- Two bedrooms	\$666,360 to \$774,360
	- Three bedrooms	N/A
	Serviced units	N/A
	- Studio	
	- One bedroom	
	- Two bedrooms	
	- Three bedrooms	
	Other: Independent Living Apartments	
	- Studio	N/A
	- One bedroom	\$745,000 to \$790,000
	- Two bedrooms	\$775,000 to \$1,085,000
	- Three bedrooms	N/A
	Full range of ingoing contributions for all unit types	\$327,600 to \$1,085,000

9.2 Are there different financial options available for paying the ingoing contribution and exit fee or other fees and charges under a residence contract?

If yes, specify or set out in a table how the contract options work e.g. pay a higher ingoing contribution and less or no exit fee: ⊠ Yes □ No.

There are 2 contract options available:

- Peace of Mind
- Capital Share

The key differences between the 2 contract options are the way capital gain and capital loss (if any) are shared, and the exit fee that is payable, as follows:

Contract option	Capital gain and loss shares (refer 13.1)	Exit fee (refer Part 11)	Early payment date after vacating the village (refer 14.2)
Peace of Mind	Resident: 0% Scheme operator: 100%	5% of the purchase price or ingoing contribution per year, on a pro-rata daily basis, up to a maximum of 5 years (25%)	6 months
Capital Share	Resident: 50% Scheme operator: 50%	5% of the purchase price or ingoing contribution per year, on a pro-rata daily basis, up to a maximum of 7 years (35%)	18 months

The above contract options are available for all types of unit (ie Freehold ILUs, Leasehold ILUs and Licence ILAs).

9.3 What other entry costs do residents need to pay?

Freehold ILUs

Note from the scheme operator: The resident is responsible for his/her own costs incurred in connection with entering into and complying with the residence contract.

- Costs related to any other contract e.g. any adjustments required under the purchase contract for the resident's unit.

Note from scheme operator. The General Services Charge is paid in advance on the first day of each quarter.

Other costs: Queensland Titles Registry registration fees on the transfer of title and the scheme operator's caveat.

Leasehold ILUs & Licence ILAs

- ☐ Transfer or stamp duty

Note from the scheme operator: The resident is responsible for his/her own costs incurred in connection with entering into and complying with the residence contract.

- ☐ Costs related to any other contract
- ☐ Advance payment of General Services Charge

Other costs: The resident is responsible for Land Titles Office registration fees to register the lease (Leasehold ILUs only).

Part 10 - Ongoing Costs - costs while living in the retirement village

General Services Charge: Residents pay this charge for the general services supplied or made available to residents in the village, which may include management and administration, gardening and general maintenance and other services or facilities for recreation and entertainment described at 7.1.

Maintenance Reserve Fund contribution: Residents pay this charge for maintaining and repairing (but not replacing) the village's capital items e.g. communal facilities, swimming pool. This fund may or may not cover maintaining or repairing items in your unit, depending on the terms of your residence contract.

The budgets for the General Services Charges Fund and the Maintenance Reserve Fund are set each financial year and these amounts can increase each year. The amount to be held in the Maintenance Reserve Fund is determined by the operator using a quantity surveyor's report.

Note: The following ongoing costs are all stated as weekly amounts to help you compare the costs of different villages. However, the billing period for these amounts may not be weekly.

10.1 Current weekly rates of General Services Charge and Maintenance Reserve Fund contribution

Type of Unit	General Services Charge (weekly)	Maintenance Reserve Fund contribution (weekly)
Independent Living Units		
- Studio	-	-
- One bedroom	\$39.05	\$1.67
- Two bedrooms	\$78.10	\$3.34
- Three bedrooms	-	-
Serviced Units		
- Studio	-	-
- One bedroom	-	-
- Two bedrooms	-	-
- Three bedrooms	-	-
Other: Independent Living Apartments	-	-
- Studio	-	-
- One bedroom	\$166.45	\$37.63
- Two bedrooms	\$166.45	\$37.63
- Three bedrooms	-	-
All units pay a flat rate	-	-

Overall %

previous

change from

(range)

(weekly)

General Services Charge

Financial year

Overall %

change

from

Maintenance

Reserve Fund

		year		
2022/23	\$33.96 to \$67.92	No change	\$2.69 to \$5.38	No change
2021/22	\$33.96 to \$67.92	No change	\$2.69 to \$5.38	No change
2020/21	\$33.96 to \$67.92	1.01%	\$2.69 to \$5.38	1.81% to
				1.84%

Note from the scheme operator: As construction of the Licence ILAs is to be completed in the 2023/24 financial year, the above information is not available for Licence ILAs for previous years.

Units within a community title scheme only

Body Corporate fees and contributions are payable by residents in units that are within a community title scheme only. Where the resident owns the freehold unit, the body corporate fees are payable by the resident to the body corporate. For leasehold units, the body corporate fees may be passed on under the terms of the lease with the operator.

Current weekly rates of Body Corporate fees and sinking fund

Type of Unit	Body Corporate Administrative Fund fee (weekly)	Body Corporate Sinking Fund contribution (weekly)
Independent Living Units		
- Studio	\$4.38	\$5.40 to \$5.68
- One bedroom		
- Two bedrooms	\$8.76	\$10.80 to \$11.36
- Three bedrooms	-	-
Serviced Units		
- Studio	-	-
- One bedroom	-	-
- Two bedrooms	-	-
- Three bedrooms	-	-
Other (specify): Independent Living Apartments	-	-
- Studio	-	-
- One bedroom	-	-
- Two bedrooms	-	-
- Three bedrooms	-	-
All units pay a flat rate	-	-

Last three years of Body Corporate Administrative Fund Fee and Sinking Fund contribution				
Financial year	Body Corporate Administrative Fund fee (weekly)	Overall % change from previous year (+ or -)	Sinking Fund contribution (weekly)	Overall % change from previous year (+ or -)
October 2022 to Sept 2023	\$6.27 to \$12.55	49.05%	\$2.75 to \$5.50	38.13%
October 2021 to Sept 2022	\$4.21 to \$8.42	(15.2%)	\$4.44 to \$8.89	4.34%
October 2020 to Sept 2021	\$4.52 to \$9.70	1.15%	\$4.26 to \$8.52	(14.8%)

Notes from the scheme operator:

- 1. Only residents of the Freehold ILUs pay body corporate fees and contributions for their units.
- 2. All residents contribute to the body corporate fees and contributions payable by Pine Lake Village Pty Ltd as the owner of Lot 1 on RP180124 (which lot contains the community facilities for the village, and will also contain the proposed Licence ILAs which are under construction). Residents contribute to these fees via the General Services Charge. The body corporate fees and contributions payable by Pine Lake Village Pty Ltd for that lot are determined based on the 'lot entitlements' allocated to that lot under the community titles scheme from time to time. If these 'lot entitlements' are changed at any time, then the body corporate fees and contributions for that lot (funded by the General Services Charges paid by all residents), or for the Freehold Units, may also change as a result.

10.2 What costs	\boxtimes	Contents insurance	\boxtimes	Water
relating to the units are not	\boxtimes	Home insurance	\boxtimes	Telephone
covered by the		(Freehold ILUs	\boxtimes	Internet
General Services		only)	\boxtimes	Pay TV
Charge? (residents will	\boxtimes	Electricity	\boxtimes	Other: Body corporate
need to pay these	\boxtimes	Gas		administrative and sinking fund
costs separately)				levies (Freehold ILUs only)

10.3 What other	□ Unit fixtures
ongoing or	□ Unit fittings
occasional costs	□ Unit appliances
for repair,	
maintenance and replacement of	⊠ None
items in, on or	Additional information
attached to the	
units are residents	Note from the scheme operator:
responsible for	For Freehold ILUs, except for repairs, maintenance or replacement
and pay for while	that are the responsibility of the body corporate, residents are
residing in the	responsible for:
unit?	 servicing of appliances, equipment, fixtures and fittings forming part of their Unit;
	repairing appliances, equipment, fixtures and fittings forming part of their Unit when broken;
	replacing appliances, equipment, fixtures and fittings forming part of their Unit if they are worn out or cannot be reasonably repaired;
	maintaining, repairing and replacing any items they own or bring into their Unit;
	maintaining, repairing and replacing any alterations they make to their Unit; and
	repairing damage or replacing any part of their Unit that is deliberately damaged or is not a result of fair wear and tear.
	For Leasehold ILUs and Licence ILAs, residents are responsible for items they own or bring into their units, alterations they make to their unit, deliberate damage and accelerated wear to their unit, and servicing of appliances, equipment, fixtures and fittings provided in their unit. The scheme operator will be responsible for all other repair, maintenance and replacement of items in the unit.
10.4 Does the operator offer a maintenance	☐ Yes ⊠ No
service or help	
residents arrange	
repairs and	
maintenance for	
their unit?	
Part 11 Exit foos y	when you leave the village
Part 11 - Exit lees- v	when you leave the village
_	to pay an exit fee to the operator when they leave their unit or when the unit is sold. This is also referred to as a 'deferred management fee' (DMF).
11.1 Do residents pay an exit fee	☐ Yes - all residents pay an exit fee calculated using the same formula
when they permanently leave	Yes - all new residents pay an exit fee but the way this is worked out may vary depending on each resident's residence contract
their unit?	□ No exit fee
	□ Other

If yes, list all exit fee options that may apply to new contracts:	Peace of Mind 5% of the purchase price or ingoing contribution per year of residence, up to a maximum of 5 years (25%). Capital Share 5% of the purchase price or ingoing contribution per year of residence, up to a maximum of 7 years (35%). Daily basis The exit fee is calculated on a pro-rata daily basis for partial years of residence.
Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on: the purchase price or ingoing contribution you paid

Peace of Mind	Peace of Mind		
1 year	5% of your purchase price or ingoing contribution		
2 years	10% of your purchase price or ingoing contribution		
3 years	15% of your purchase price or ingoing contribution		
4 years	20% of your purchase price or ingoing contribution		
5 years	25% of your purchase price or ingoing contribution		
10 years	25% of your purchase price or ingoing contribution		

Note: if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.

The maximum (or capped) exit fee is 25% of the purchase price or ingoing contribution after 5 years of residence. The minimum exit fee is: 5% of your purchase price or ingoing contribution x 1/365.

Note from the scheme operator: The minimum exit fee is for 1 day of residence.

Capital Share	Capital Share		
1 year 5% of your purchase price or ingoing contribution			
2 years	10% of your purchase price or ingoing contribution		
3 years	15% of your purchase price or ingoing contribution		
4 years	20% of your purchase price or ingoing contribution		
5 years	25% of your purchase price or ingoing contribution		
6 years	30% of your purchase price or ingoing contribution		
7 years	35% of your purchase price or ingoing contribution		
10 years 35% of your purchase price or ingoing contribution			

Note: if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.

The maximum (or capped) exit fee is 35% of the purchase price or ingoing contribution after 7 years of residence. The minimum exit fee is: 5% of your purchase price or ingoing contribution x 1/365.

Note from the scheme operator: The minimum exit fee is for 1 day of residence.

11.2 What other	\boxtimes	Sale costs for the unit
exit costs do residents need to pay or contribute to?		Note from the scheme operator . The scheme operator will pay all costs that the scheme operator incurs in finding a new resident, however if the resident appoints a real estate agent, the resident must pay that agent's commission and costs.
		Legal costs
	\boxtimes	Other costs: The resident is responsible for Queensland Titles Registry
		registration fees to surrender the lease (Leasehold ILUs only).
Part 12 - Reinstatem	ent an	nd renovation of the unit
12.1 Is the resident	⊠ Ye	s □ No
responsible for reinstatement of the unit when they leave the unit?	neces reside	statement work means replacements or repairs that are reasonably ssary to return the unit to the same condition it was in when the ent started occupation, apart from:
	•	fair wear and tear; and
	•	renovations and other changes to the condition of the unit carried out with agreement of the resident and operator.
	assoc Howe of the	vear and tear includes a reasonable amount of wear and tear ciated with the use of items commonly used in a retirement village. ever, a resident is responsible for the cost of replacing a capital item or retirement village if the resident deliberately damages the item or es accelerated wear.
	•	and exit inspections and reports are undertaken by the operator and ent to assess the condition of the unit.
12.2 Is the resident responsible for renovation of the		Yes, all residents pay% of any renovation costs (in same proportion as the share of the capital gain on the sale of their unit)
unit when they leave the unit?	\boxtimes	Optional, only applies to residents who share in the capital gain on the sale of their unit, and the resident pays 50% of any renovation costs
		Note from the scheme operator: Residents who sign a 'Capital Share Contract' obtain 50% of any capital gain and therefore pay 50% of any renovation costs. Residents who sign a 'Peace of Mind Contract' do not receive a share of any capital gain and therefore are not required to pay any renovation costs.
		No
	Reno work.	vation means replacements or repairs other than reinstatement
	a form reside the un opera	w, the operator is responsible for the cost of any renovation work on her resident's unit, unless the residence contract provides for the ent to share in the capital gain on the sale of the resident's interest in hit. Renovation costs are shared between the former resident and ator in the same proportion as any capital gain is to be shared under esidence contract.

Part 13 - Capital gain or losses

П

13.1 When the resident's interest or right to reside in the unit is sold, does the resident share in the capital *gain* or the capital *loss* on the resale of their unit?

Yes, the resident's share of the capital gain is% th
resident's share of the capital loss is%
OR is based on a formula (specify)

Optional - residents can elect to share in a capital gain or loss option

the resident's share of the **capital gain** is 50% the resident's share of the **capital loss** is 50%

Note from the scheme operator: Residents can elect to share in capital gain and capital loss by signing a 'Capital Share Contract'

No

Part 14 - Exit entitlement or buyback of freehold units

An exit entitlement is the amount the operator may be required to pay the former resident under a residence contract after the right to reside is terminated and the former resident has left the unit.

14.1 How is the exit entitlement which the operator will pay the resident worked out?

Freehold ILUs

When the resident sells the unit, the resident receives the resale price (i.e. the price paid to the resident by the purchaser of their unit).

For a 'Peace of Mind Contract', when the resident receives the resale price:

- the resident must pay the scheme operator:
 - o the exit fee (see Part 11, item 11.1);
 - 100% of the capital gain (if any);
 - 100% of the costs of the reinstatement work (if any) (see Part 12);
 and
 - any other costs (for example, outstanding general services charges) the resident is liable to pay under the residence contract or any other agreement with the scheme operator; and
- the scheme operator must pay the resident 100% of the capital loss (if any).

In this way, the resident effectively receives the amount of their original purchase price (regardless of the amount of the resale price). See item 13.1.

For a 'Capital Share Contract', when the resident receives the resale price:

- the resident must pay the scheme operator:
 - o the exit fee (see Part 11, item 11.1);
 - 50% of the capital gain (if any) (see Part 13);
 - 100% of the costs of the reinstatement work (if any) (see Part 12);
 - o 50% of the costs of the renovation work (if any) (see Part 12); and
 - any other costs (for example, outstanding general services charges) the resident is liable to pay under the residence contract or any other agreement with the scheme operator; and
- the scheme operator must pay the resident 50% of the capital loss (if any) (see Part 13).

In this way, the resident effectively receives the amount of their original

purchase price, plus 50% of any capital gain and less 50% of any capital loss. See item 13.1.

Leasehold ILUs

The ingoing contribution (paid to the scheme operator on entry) is repaid to the resident.

For a 'Peace of Mind Contract', when the ingoing contribution is repaid to the resident, the resident must pay the scheme operator:

- the exit fee (see Part 11, item 11.1);
- 100% of the registration costs (see Part 11, item 11.2);
- 100% of the costs of the reinstatement work (if any) (see Part 12); and
- any other costs (for example, outstanding general services charges) the resident is liable to pay under the residence contract or any other agreement with the scheme operator.

For a 'Capital Share Contract', when the ingoing contribution is repaid to the resident:

- the scheme operator must also pay the resident 50% of the capital gain (if any) (see Part 13); and
- the resident must pay the scheme operator:
 - the exit fee (see Part 11, item 11.1);
 - o 100% of the registration costs (see Part 11, item 11.2);
 - o 100% of the costs of the reinstatement work (if any) (see Part 12);
 - o 50% of the costs of the renovation work (if any) (see Part 12);
 - o 50% of the capital loss (if any) (see Part 13); and
 - any other costs (for example, outstanding general services charges) the resident is liable to pay under the residence contract or any other agreement with the scheme operator.

Licence ILAs

The ingoing contribution (paid to Pine Lake Village Pty Ltd on entry) is repaid to the resident.

For a 'Peace of Mind Contract', when the ingoing contribution is repaid to the resident, the resident must pay:

- to Pine Lake Village Pty Ltd:
 - the exit fee (see Part 11, item 11.1);
 - 100% of the costs of the reinstatement work (if any) (see Part 12); and
 - any other costs the resident is liable to pay to Pine Lake Village
 Pty Ltd under the residence contract or any other agreement with
 Pine Lake Village Pty Ltd; and
- to the scheme operator:
 - any costs (for example, outstanding general services charges) the resident is liable to pay to the scheme operator under the residence contract or any other agreement with the scheme operator.

For a 'Capital Share Contract', when the ingoing contribution is repaid to the resident:

- Pine Lake Village Pty Ltd must also pay the resident 50% of the capital gain (if any) (see Part 13);
- the resident must pay to Pine Lake Village Pty Ltd 50% of the capital loss

(if any) (see Part 13);

- the resident must pay to Pine Lake Village Pty Ltd:
 - the exit fee (see Part 11, item 11.1);
 - 100% of the costs of the reinstatement work (if any) (see Part 12);
 - 50% of the costs of the renovation work (if any) (see Part 12); and
 - any other costs the resident is liable to pay to Pine Lake Village
 Pty Ltd under the residence contract or any other agreement with
 Pine Lake Village Pty Ltd; and
- the resident must pay to the scheme operator:
 - any costs (for example, outstanding general services charges) the resident is liable to pay to the scheme operator under the residence contract or any other agreement with the scheme operator.

14.2 When is the exit entitlement payable?

By law, the operator must pay the exit entitlement to a former resident on or before the **earliest** of the following days:

Freehold ILUs

- the day stated in the residence contract
 - > which is months after the termination of the residence contract
- 14 days after the settlement of the sale of the right to reside in the unit to the next resident or the operator
- 18 months after the termination date of the resident's right to reside under the residence contract, even if the unit has not been resold, unless the operator has been granted an extension for payment by the Queensland Civil and Administrative Tribunal (QCAT).

In addition, an operator is entitled to see probate or letters of administration before paying the exit entitlement of a former resident who has died.

Note from the scheme operator: Not applicable. The resident receives the resale price from the person who purchases their unit after they leave the village, at the time the unit is re-sold.

However, if the resident has not sold their unit within **6 months** (for a Peace of Mind contract) or **18 months** (for a Capital Share Contract), and the resident meets certain conditions, then the scheme operator may be obliged to pay the resident the amount they would be entitled to receive if their unit were to sell at that time, less the relevant deductions. In exchange for that payment, the resident will be required to transfer ownership of their unit to the scheme operator or alternatively, at the scheme operator's election, when the unit is ultimately re-sold, the resident must then direct the purchaser to make payment of the resale price to the scheme operator instead of to the resident. Please contact the scheme operator if further details are required.

If within the first 6 months of entering the village the resident exercises their rights under the **Change of Mind Money Back Guarantee** to require the scheme operator to buy back their unit, then payment will be made 45 days after the resident exercises those rights. See item 17.1.

Leasehold ILUs & Licence ILAs

- the day stated in the residence contract
 - which is 6 months after the termination of the residence contract

Note from the scheme operator: This applies to 'Peace of Mind' contracts only.

- ➤ If the residence contract is terminated under the Change of Mind Money Back Guarantee provisions, an earlier date as described in 17.1.
- 14 days after the settlement of the sale of the right to reside in the unit to the next resident or the operator
- 18 months after the termination date of the resident's right to reside under the residence contract, even if the unit has not been resold, unless the operator has been granted an extension for payment by the Queensland Civil and Administrative Tribunal (QCAT).

In addition, an operator is entitled to see probate or letters of administration before paying the exit entitlement of a former resident who has died.

Freehold units only

When a resident sells a freehold unit, the resident is entitled to receive the resale price from the person who purchases the unit. At that time the resident must pay any exit fee to the operator.

14.2 Operator buyback of freehold units

By law, the operator must purchase the freehold unit from the former resident if it has not sold to a new resident within 18 months after the termination of the residence contract, unless the operator has been granted an extension for payment by QCAT

14.3 What is the turnover of units for sale in the village?

5 accommodation units were vacant as at the end of the last financial year

15 accommodation units were resold during the last financial year 3 months was the average length of time to sell a unit over the last three financial years

Part 15 - Financial management of the village

15.1 What is the
financial status for
the funds that the
operator is
required to
maintain under the
Retirement Villages
Act 1999?

General Services Charges Fund for the last 3 years			
Financial Year	Deficit/Surplus	Balance	Change from previous year
2022/23	\$4,554	\$273,825	-16.96%
2021/22	\$44,048	\$329,743	-13.28%
2020/21	\$32,565	\$380,226.00	-0.21%

financial status of	Financial Year	Deficit/Surplus	Balance		Change in
15.2 What is the	Administrative Fund for the last 3 years				
	nmunity title scheme reside	•	ir unit are r	memb	ers of the body
Part 15 - Financial m	anagement of the Body C	Corporate			
	OR	operating			
	year available Balance of Capital Repla last financial year OR last financial year available Percentage of a resident i applied to the Capital Rep The operator pays a perce ingoing contribution, as de surveyor's report, to the C Fund. This fund is used fo capital items.	quarter if no full ngoing contribution placement Fund entage of a resid etermined by a q capital Replacem	on for the second secon	paid ear	mounts are ach year as mended by the ty surveyor's
	Balance of Maintenance financial year OR last qua			\$103,3	324
	Balance of General Servi the last financial year OR financial year is available	_		\$273,8	325

the Body Corporate funds in

a freehold village?

Administrative Fund for the last 3 years				
Financial Year	Deficit/Surplus	Balance		Change in balance from previous year
2022/23	(\$14,513.11)	(\$14	,013.81)	(2,907%)
2021/22	(\$3,194.92)	\$49	9.30	(86.48%)
2020/21	\$9,475.64	\$3,6	94.22	163.90%
Balance of Sinking Fund to cover spending of a capital or non-recurrent nature for the last financial year OR last quarter if no full financial year available		\$111,979	.16	
OR ☐ the village is not ye	t operating			

Part 16 - Insurance

The village operator must take out general insurance, to full replacement value, for the retirement village, including for:

- communal facilities; and
- the accommodation units, other than accommodation units owned by residents.

Residents contribute towards the cost of this insurance as part of the General Services Charge.

16.1 Is the resident
responsible for
arranging any
insurance cover?

If yes, the resident is responsible for these insurance policies:

If yes, the resident is responsible for these insurance policies:

- Contents insurance (for the resident's property in the unit);
- Public liability insurance (for incidents occurring in the resident's unit);
- Workers' compensation insurance (for the resident's employees or contractors); and
- Third-party insurance (for the resident's motor vehicles or mobility devices).

Part 17 - Living in the village

Trial or settling in period in the village

17.1 Does the village offer prospective residents a trial period or a settling in period in the village?

If yes, provide details including length of period, relevant time frames and any costs or conditions:

Freehold ILUs

With the *Change of Mind Money Back Guarantee*, if the resident changes their mind and decides to leave the village, they may within the first 6 months of entering the village give the scheme operator a notice requiring the scheme operator to purchase their unit from them. If they do so, then 45 days after the notice is given, the scheme operator will buy the resident's unit for the same price the resident paid for it. No exit fee or capital gain/loss will be payable, and the service fees will cease from the date the notice is given. All amounts paid by the resident under their residence contract with the scheme operator (including service fees) will be refunded, except for local government rates and taxes, body corporate levies, legal and registration costs, moving costs, utilities charges, and amounts paid to other parties.

Leasehold ILUs and Licence ILAs

With the *Change of Mind Money Back Guarantee*, if the resident changes their mind and decides to leave the village, they may within the first 6 months of entering the village give the scheme operator a notice of termination of their residence contract. If they do so, then the residence contract will terminate 1 month later and the exit entitlement will be paid within a further 45 days. No exit fee or capital gain/loss will be payable, and the service fees will cease from the date the notice is given. All amounts paid by the resident under their residence contract (including service fees) will be refunded, except for legal and registration costs, moving costs, utilities charges, and amounts paid to other parties.

Pets	
17.2 Are residents allowed to keep pets?	⊠ Yes □ No
If yes, specify any restrictions or conditions on pet ownership:	Pets are welcome, if the scheme operator's prior consent is obtained.
Visitors	
17.3 Are there restrictions on visitors staying with residents or visiting?	⊠ Yes □ No
If yes, specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager):	Visitors may stay with a resident for up to 1 month (in total) in any 12 month period. Longer stays are allowed with the scheme operator's prior consent. The resident must stay in the unit at the same time as their visitor.
Village by-laws and	village rules
17.4 Does the village have village by-laws?	☐ Yes ☒ No By law, residents may, by special resolution at a residents meeting and with the agreement of the operator, make, change or revoke by-laws for the village. Note: See notice at end of document regarding inspection of village by-
	laws
17.5 Does the operator have other rules for the village?	
Resident input	
17.6 Does the village have a residents committee established under the Retirement Villages Act 1999?	⊠ Yes □ No By law, residents are entitled to elect and form a residents committee to deal with the operator on behalf of residents about the day-to-day running of the village and any complaints or proposals raised by residents. You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.

Part 18 - Accreditation

18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?	No, village is not accredited☐ Yes, village is voluntarily accredited through:
	age accreditation schemes are industry-based schemes. The <i>Retirement</i> es not establish an accreditation scheme or standards for retirement
Part 19 - Waiting list	
19.1 Does the village maintain a waiting list for entry? If yes, what is the fee to join the waiting list?	 ✓ Yes □ No ✓ No fee □ Fee of \$ which is □ refundable on entry to the village
Ì	│ □ non-refundable

Access to documents

The following operational documents are held by the retirement village scheme operator and a prospective resident or resident may make a written request to the operator to inspect or take a copy of these documents free of charge. The operator must comply with the request by the date stated by the prospective resident or resident (which must be at least seven days after the request is given).

\boxtimes	Certificate of registration for the retirement village scheme
\boxtimes	Certificate of title or current title search for the retirement village land
\boxtimes	Village site plan
\boxtimes	Plans showing the location, floor plan or dimensions of accommodation units in the village
\boxtimes	Plans of any units or facilities under construction
\boxtimes	Development or planning approvals for any further development of the village
\boxtimes	An approved redevelopment plan for the village under the Retirement Villages Act
	An approved transition plan for the village
	An approved closure plan for the village
\boxtimes	The annual financial statements and report presented to the previous annual meeting of the retirement village
	Statements of the balance of the capital replacement fund or maintenance reserve fund or general services charge fund (or income and expenditure for general services) at the end of the previous three financial years of the retirement village
	Statements of the balance of any Body Corporate administrative fund or sinking fund at the end of the previous three years of the retirement village
\boxtimes	Examples of contracts that residents may have to enter into
\boxtimes	Village dispute resolution process
	Village by-laws
\boxtimes	Village insurance policies and certificates of currency
	A current public information document (PID) continued in effect under section 237I of the Act (this applies to existing residence contracts)
	kample request form containing all the necessary information you must include in your request ailable on the Department of Communities, Housing and Digital Economy website.

Further information

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

General Information

General information and fact sheets on retirement villages: www.qld.gov.au/retirementvillages

For more information on retirement villages and other seniors living options: www.gld.gov.au/seniorsliving

Regulatory Services, Department of Communities, Housing and Digital Economy

Regulatory Services administers the *Retirement Villages Act 1999*. This includes investigating complaints and alleged breaches of the Act.

Department of Communities, Housing and Digital Economy

GPO Box 690, Brisbane, QLD 4001

Phone: 07 3013 2666

Email: regulatoryservices@chde.gld.gov.au

Website: www.chde.qld.gov.au/regulatoryservices

Queensland Retirement Village and Park Advice Service (QRVPAS)

Specialist service providing free information and legal assistance for residents and prospective residents of retirement villages and manufactured home parks in Queensland.

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: caxton@caxton.org.au
Website: www.caxton.org.au

Department of Human Services (Australian Government)

Information on planning for retirement and how moving into a retirement village can affect your pension

Phone: 132 300

Website: www.humanservices.gov.au/individuals/subjects/age-pension-and-planning-your-

retirement

Seniors Legal and Support Service

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

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: caxton@caxton.org.au
Website: https://caxton.org.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

Queensland Civil and Administrative Tribunal (QCAT)

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

GPO Box 1639, Brisbane, QLD 4001

Phone: 1300 753 228

Email: enquiries@qcat.qld.gov.au
Website: www.qcat.qld.gov.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

Livable Housing Australia (LHA)

The Livable Housing Guidelines and standards have been developed by industry and the community to provide assurance that a home is easier to access, navigate and live in, as well as more cost effective to adapt when life's circumstances change.

Website: www.livablehousingaustralia.org.au