#### **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: North Lakes Resort

#### 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
  - o 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 <a href="https://levande.com.au/community/north-lakes/for-sale/">https://levande.com.au/community/north-lakes/for-sale/</a>
- 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 Parks Advice Service (QRVPAS) which provides free information and legal assistance for residents and prospective residents of retirement villages. 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.qls.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 January 2025 and applies to prospective residents.

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

Part 1 - Operator and r	nanageme	nt details					
1.1 Retirement	Retirement Village Name: North Lakes Resort Street address: 60 Endeavour Boulevard						
village location							
	Suburb:	North Lakes	S	state:	QLD	Postcode:	4509
1.2 Owner of the land on which the retirement village		land owner: odation units: owr	ned by Austra	alian F	?etirement	Services No	· 1
scheme is located	Pty Ltd.	saation anno. ow	iod by ridotic	allair i	totii oii ioi i	. 001 11000 140	· ·
	Common property: owned by the owners of the accommodation unit lots, as tenants in common, in shares proportionate to the interest schedule lot entitlements of their respective lots (at the date of this document, all accommodation unit lots are owned by Australian Retirement Services No. 1 Pty Ltd).						
		Details for Australian Retirement Services No. 1 Pty Ltd (owned of the accommodation unit lots):					
	Australian Company Number: 068 408 051						
	Address:	Address: Level 18, 9 Castlereagh Street					
	Suburb:	Sydney	S	state:	NSW	Postcode:	2000
1.3 Village operator	Name of entity that operates the retirement village (scheme operator): Australian Retirement Services No.1 Pty Ltd			r):			
	Australia	II Kelilellielli Sel	vices ino. i P	ty Ltu			
		n Company Numb		•			
	Australia		per: 068 408	051			
	Australia	n Company Numb	oer: 068 408 Iereagh Stree	051	NSW	Postcode:	2000
	Australian Address: Suburb:	n Company Numb Level 18, 9 Cast	oer: 068 408 Iereagh Stree S	051 et		Postcode:	2000
1.4 Village management and	Australian Address: Suburb: Date enti	n Company Numb Level 18, 9 Cast Sydney	oer: 068 408 lereagh Stree S or: Marcl	051 et state: h 2007 d conta	7		2000
_	Australian Address: Suburb: Date enti Name of Australia	n Company Numb Level 18, 9 Cast Sydney ty became operat village manageme	oer: 068 408 lereagh Stree S or: Marcl ent entity and vices No.1 P	051 et State: h 2007 d conta	7		2000
management and	Australian Address: Suburb: Date enti Name of Australia	n Company Numb Level 18, 9 Cast Sydney ty became operat village management n Retirement Ser	per: 068 408 lereagh Stree Sor: Marcle ent entity and vices No.1 Proper: 068 408	051 et State: h 2007 d conta ty Ltd	7	:	2000
management and	Australian Address: Suburb: Date enti Name of Australian Australian Phone:	n Company Numb Level 18, 9 Cast Sydney ty became operat village management n Retirement Serv n Company Numb	per: 068 408 lereagh Stree Sor: Marclent entity and vices No.1 Proper: 068 408 Email: n	051 et state: h 2007 d conta ty Ltd 051 lrr@le	act details vande.con	n.au	2000

	<ul> <li>□ Part time</li> <li>□ By appointment only</li> <li>□ None available</li> <li>□ Other</li> <li>Onsite availability includes:</li> </ul>
	Weekdays: Monday to Friday, between the hours of 8am to 4pm Weekends: N/A
1.5 Approved closure plan or transition plan for the retirement village	Is there an approved plan for the village?  ☐ Yes ☒ No  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	Tenure in a leasehold or freehold scheme is secured by the registration of your interest on the certificate of title for the property. There is no statutory charge registered over leasehold schemes and freehold schemes.
	In relation to licence schemes, a statutory charge over the land is normally registered on the certificate of title by the chief executive of the department administering the Act. If there is no statutory charge registered on a licence scheme, which may be the case for some religious, charitable or community purpose organisations, you should check if the security of tenure offered meets your requirements.
	Is a statutory charge registered on the certificate of title for the retirement village land?
	⊠ Yes □ No
Part 2 - Age limits	
2.1 What age limits apply to residents in this village?	Single occupants must be at least 65. For multiple occupants, both must be at least 65.

ACCOMMODATION, FACILITIES AND SERVICES				
Part 3 - Accommodation units: Nature of ownership or tenure				
3.1 Resident ownership or tenure of the units in the village is:	<ul> <li>□ Freehold (owner resident)</li> <li>□ Lease (non-owner resident)</li> <li>□ Licence (non-owner resident)</li> <li>□ Share in company title entity (non-owner resident)</li> <li>□ Unit in unit trust (non-owner resident)</li> <li>□ Rental (non-owner resident)</li> <li>□ Other</li> </ul>			
Accommodation types				
3.2 Number of units by accommodation type and tenure	There are 356 units in the village, comprising 270 single storey units; 86 units in a multi-storey building with 4 levels			
Accommodation Unit	Freehold	Leasehold	Licence	Other
Independent living units				
- Studio	-	-	-	-
- One bedroom	-	-	-	-
- Two bedrooms	-	208	-	-
- Three bedrooms	-	14	-	-
Serviced units				
- Studio	-	-	-	-
- One bedroom	-	27	-	-
- Two bedrooms	-	-	-	-
- Three bedrooms	-	-	-	-
Other:  One bedroom plus study	-	106	-	-
<ul><li>Courtesy Serviced Apartment</li></ul>	-	1	-	-
Total number of units	-	356	-	-
Access and design				
3.3 What disability access and design features do the units and the village contain?	<ul> <li>☑ Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in ☐ all ☒ some units</li> <li>☑ Alternatively, a ramp, elevator or lift allows entry into ☐ all ☒ some units</li> <li>☐ Step free (hobless) shower in ☐ all ☐ some units</li> <li>☒ Width of doorways allow for wheelchair access in ☒ all ☐ some units</li> </ul>			
	$\square$ Toilet is accessible in a wheelchair in $\square$ all $\square$ some units			

	☐ Other key features in the units or village that cater for people with		
	disability or assist residents to age in place  None		
	THORE		
Part 4 - Parking for res	idents and visitors		
4.1 What car parking in the village is	oxtimes Some units (villas) with own garage or carport attached or adjacent to the unit		
available for residents?	☐ All/some units with own garage or carport separate from the unit		
roomonto.	☐ All/some units with own car park space adjacent to the unit		
	$\ensuremath{\boxtimes}$ some units (condominiums) with own car park space separate from the unit		
	☐ General car parking for residents in the village		
	☑ Other parking e.g. boat and caravan or: Recreational vehicle (RV) parking		
	☑ Some units (serviced apartments) with no car parking for residents		
	☐ No car parking for residents in the village		
	Restrictions on resident's car parking include: Residents must not park on common property.		
4.2 Is parking in the village available for visitors?	⊠ Yes □ No		
If yes, parking restrictions include:	Visitors must only park in designated parking bays or as otherwise designated by scheme operator.		
Part 5 - Planning and d	evelopment		
5.1 Is construction or	Year village construction started: 2003		
development of the	⊠ Fully developed / completed		
village complete?	☐ Partially developed / completed		
	□ Construction yet to commence		
5.2 Construction, development applications and development approvals	Provide detail of any construction, development or redevelopment relating to the retirement village land, including details of any related development approval or development applications in accordance with Planning Act 2016		
Provide details and timeframe of	N/A		
development or proposed			
development, including the final number and types of units and any new facilities.			
new lacillies.			

5.3 Redevelopment
plan under the
<b>Retirement Villages</b>
Act 1999

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

☐ Yes ☒ No

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.

 $\times$ 

#### Part 6 - Facilities onsite at the village

6.1 The following
facilities are
currently available to
residents:

- □ Activities or games room

- - ☐ indoor ⊠ outdoor
- ☐ Business centre (e.g. computers, printers, internet access)
- ☐ Chapel/prayer room

- □ Dining room
- ⊠ Gym

- Medical consultation room with visiting General Practitioner and Lifestyle Wellbeing Coordinator
- ☐ Restaurant
- Shop
- Swimming pool
   Swi
  - $\boxtimes$  indoor  $\square$  outdoor
  - $\boxtimes$  heated  $\square$  not heated
- Separate lounge in community centre
- ⊠ Spa

  - $\boxtimes$  heated  $\square$  not heated
- □ Tennis court □ full □ half

- - utility room
  - nurses office
  - putt-putt golf
  - croquet
  - cafe
  - bar
  - hobby garden
  - hothouse

Details about any facility that is not funded from the General Services Charge paid by residents or if there are any restrictions on access or sharing of facilities (e.g. with an aged care facility).

#### Serviced apartments

The serviced apartment complex is available to residents of serviced apartments only and includes the following facilities:

- day lounge on each level;
- lift access to all floors
- assisted bathroom
- fully equipped residents' laundry
- · access to dining room with full table service
- tiled terraces to all apartments.

6.2 Does the village
have an onsite,
attached, adjacent or
co-located
residential aged care
facility?

Yes 🛛 No

**Note**: Aged care facilities are not covered by the *Retirement Villages Act 1999* (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 *Aged Care Act 1997* (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 fund paid by residents)?

'General Services' provided to all residents are:

- Operating the village for the benefit and enjoyment of residents.
- Providing, operating and managing the communal areas and facilities.
- · Gardening and landscaping.
- Managing security at the 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 village.
- Cleaning, maintenance, repairs and replacements for the communal areas and facilities.
- Maintenance, repairs and replacements for units (except where this is a resident's responsibility).
- Monitoring and eradicating pests (except where this is a resident's responsibility).

	<ul> <li>Engaging necessary staff and contractors, which may include a village manager, cleaning and maintenance personnel, security personnel and/or relief personnel.</li> </ul>
	<ul> <li>Arranging for administrative, secretarial, book-keeping, accounting and legal services.</li> </ul>
	<ul> <li>Maintaining licences required in relation to the village.</li> </ul>
	<ul> <li>Paying operating costs for the village.</li> </ul>
	<ul> <li>Maintaining insurances relating to the village that are required by the Retirement Villages Act 1999 (the Act), contemplated by a residence contract or that the scheme operator otherwise deems appropriate.</li> </ul>
	Complying with the Act.
	<ul> <li>Any other general service funded via a general services charges budget for a financial year.</li> </ul>
7.2 Are optional	⊠ Yes □ No
personal services	The following personal services may be available on a user pays basis:
provided or made available to residents	meal delivery to unit;
on a user-pays	private maintenance/handyman;
basis?	private garden maintenance;
	parking of a recreational vehicle;
	charge electric scooters in common areas.
	For details of fees, please contact the scheme operator.
	<b>Note from the scheme operator:</b> Residents of serviced apartments must pay a Serviced Apartments Fee for additional services provided to them. Details of that charge are available from the scheme operator on request or in a Form 4 Prospective Costs Document provided to you by the scheme operator.
7.3 Does the retirement village operator provide	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)
government funded home care services under the <i>Aged Care</i>	Yes, home care is provided in association with an Approved Provider: Five Good Friends / Enrich Living Services
Act 1997 (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 and e	mergency systems			
8.1 Does the village	□ Yes ⊠ No			
have a security system?	NOTE: Front gates close accessible via security fol	from 6:00pm to 6:00am each night and only		
8.2 Does the village have an emergency help system?				
If yes or optional:  • the emergency	The costs of the system are included in the General Services Charge,			
help system details are:	subject to the residence of	ontract.		
	Residents are provided w when emergency assistar	ith a pendant that can be worn and activated nce is required.		
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			
COSTS AND FINANCIA	L 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	Accommodation Unit	Range of ingoing contribution		
contribution (sale	Independent living units			
price) range for all types of units in the	- Studio	-		
village	- One bedroom			
	- Two bedrooms	\$550,000 to \$720,000		
	- Three bedrooms	\$870,000 to \$870,000		
	Serviced units			
	- Studio	M470 000 ( M000 000		
	- One bedroom	\$173,000 to \$220,000		

Tour be d			
	_		
	IS		
Independent livir  • One bedro	oom \$429.00	0 to \$550,000	
	ψ000,00	0 to \$771,000	
Three bedroom study	plus \$890,00	0 to \$890,000	
		0 to \$890,000	
	_		
There are 2 payr  • Pay Upfro  • Pay Later	ment options availa ont		ns are set out below:
Payment option	Exit fee (refer Part 11)		Upfront Fee (refer Part 9.3)
Pay Upfront	Not applicable		20% of the ingoing contribution
Pay Later	Maximum 30% of contribution over  For a Serviced A Maximum 30% of	the ingoing 5 years partment: the ingoing	Not applicable
	Other: Independent livin One bedroplus study Two bedroplus study Three bedroom study Full range of ing contributions founit types Note from the supfront Fee, who option.  Yes  There are 2 payr Pay Upfrod Pay Later The key difference  Payment Option	Other: Independent living units  One bedroom plus study  Two bedroom plus study  Three bedroom plus study  Three bedroom plus study  Full range of ingoing contributions for all unit types  Note from the scheme operator: Upfront Fee, which is payable in acoption.  Yes □ No  There are 2 payment options availa Pay Upfront Pay Later  The key differences between the 2  Payment option  Exit fee (refer Part 11)  Pay Upfront Not applicable  Pay Later  For an Independent Maximum 30% of contribution over For a Serviced Al Maximum 30% of contribution over For a Serviced Al Maximum 30% of contribution over	Other: Independent living units One bedroom plus study Two bedroom plus study Three bedroom plus study Three bedroom plus study Full range of ingoing contributions for all unit types  Note from the scheme operator: The above ame Upfront Fee, which is payable in addition if you se option.  Yes \( \) No  There are 2 payment options available: Pay Upfront Pay Later The key differences between the 2 payment option  Payment Option  Payment Option  Pay Upfront Not applicable

9.3 What other entry costs do residents		
need to pay?	☐ Costs related to your residence contract	
	☐ Costs related to any other contract e.g.	
	☐ Advance payment of General Services Charge	
	☑ Other costs: The Upfront Fee (if you select the <i>Pay Upfront</i> option)	

#### 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 Charge 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	-	-
- Two bedrooms	-	-
- Three bedrooms	-	-
Serviced Units		
- Studio	-	-
- One bedroom	-	-
- Two bedrooms	-	-
- Three bedrooms	-	-
Other:  • One bedroom plus study	-	-
Two bedroom plus study	-	-
All units pay a flat rate	\$106.29	Nil

Note from the scheme operator: The village comprises a community titles scheme registered under the Body Corporate and Community Management Act 1997 (Qld). Most buildings and structures located in the village (excluding the inside of accommodation units which is owned by the scheme operator) and plant machinery and equipment used in the operation of the village form part of the village common property and/or are owned by the body corporate. Some of the other capital items used in the operation of the village are, or may be, owned by the scheme operator from time to time.

A Maintenance Reserve Fund has been established for the village under the Act, however as the Act prohibits the use of this fund for the maintenance and repair of body corporate property, the fund is currently maintained with a nominal or \$0 balance at all times and there are no contributions residents are required to make to it by way of Maintenance Reserve Fund Contribution.

A Body Corporate Sinking Fund operates for maintaining, repairing and replacing the body corporate property capital items. Residents are responsible only for contributing towards the maintenance and repair of body corporate property capital items. The scheme operator is obliged to make contributions to fund the replacement of body corporate property capital items – refer below for information relating to Body Corporate Sinking Fund contributions.

#### Last three years of General Services Charge and Maintenance Reserve Fund contribution

Financial year	General Services Charge (range) (weekly)	Overall % change from previous year	Maintenance Reserve Fund contribution (range) (weekly)	Overall % change from previous year (+ or -)
2023/24	\$95.61	9.48%	\$0	No change
2022/23	\$87.33	0.48%	\$0	No change
2021/22	\$83.34	0.88%	\$0	No change

#### 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.

**Note from the scheme operator**: The below sets out only the contribution payable by residents. 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	-	-
- One bedroom	-	-
- Two bedrooms	\$0	\$33.00
- Three bedrooms	\$0	\$33.00
Serviced Units		
- Studio	-	
- One bedroom	\$0	\$33.00
- Two bedrooms	-	-
- Three bedrooms	-	-

Other (specify):  • One bedroom plus study	\$0	\$33.00
Two bedroom plus study	\$0	\$33.00
All units pay a flat rate	-	-

**Note from the scheme operator**: The scheme operator is the sole member of Body Corporate and the Body Corporate has appointed the scheme operator as its manager and caretaking service contractor.

The charges payable by residents under the residence contract with the scheme operator include a contribution to the Body Corporate Sinking Fund and the Body Corporate Administration Fund, in addition to the General Services Charge and the Maintenance Reserve Fund Contribution.

#### 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 -)
2023/24	\$nil	0%	\$33.00	0.00%
2022/23	\$nil	0%	\$33.00	0.00%
2021/22	\$nil	0%	\$33.00	0.00%

# 10.2 What costs relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately)

- ⊠ Contents insurance□ Home insurance□ (freehold units only)⊠ Electricity⊠ Gas
- □ Water⊠ Telephone⊠ Internet⊠ Pay TV
- ☑ Other: Contribution to the BodyCorporate Sinking Fund (see 10.1 above)
- Other: Serviced apartments

  The Serviced Apartments Fee (see 7.3 above)

A fair and reasonable proportion for the cost of providing hot water to the serviced apartments and the condominiums, including but not limited to, maintenance and provisions for renewal and replacement of the plant and equipment used in or about the production of hot water and its reticulation. The scheme operator can provide particulars about the current approximate cost on request.

10.3 What other ongoing or occasional costs for repair, maintenance and replacement of items in, on or attached to the units are residents responsible for and pay for while residing in the unit?	<ul> <li>☑ Unit fixtures</li> <li>☑ Unit appliances</li> <li>☑ None</li> <li>Additional information</li> <li>Note from the scheme operator: Residents are responsible for:         <ul> <li>keeping the inside and outside of their unit clean and tidy (including window cleaning, cob-webbing and sweeping of verandas and paths);</li> </ul> </li> <li>servicing, maintaining, repairing and replacing as and when required (including where required due to fair wear and tear):         <ul> <li>anything forming part of the unit;</li> <li>all wires on the common property in connection with television or wireless reception which exclusively serve the unit;</li> <li>all drains, tubes, pipes, sewers and wires which are on, terminate in and serve the unit; and</li> <li>any television antenna or wire aerial on the common property which exclusively serves the unit;</li> <li>having annual pest inspections and treatments in the unit; and</li> <li>taking care of their own property in the unit.</li> </ul> </li> </ul>
10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?  If yes, provide details, including any charges	<ul> <li>✓ Yes □ No</li> <li>Maintenance services are provided on a user pays basis.</li> <li>Details of charges are available from the scheme operator on request.</li> </ul>

for this service:

#### Part 11 - Exit fees- when you leave the village

A resident may have to pay an exit fee to the operator when they leave their unit or when the right to reside in their unit is sold. This is also referred to as a 'deferred management fee' (DMF).

11.1 Do residents pay an exit fee when they permanently leave their unit?	<ul> <li>If you select the Pay Later option:</li> <li>☑ Yes - all residents pay an exit fee calculated using the same formula</li> <li>☐ Yes - all new residents pay an exit fee but the way this is worked out may vary depending on each resident's residence contract</li> <li>☐ No exit fee</li> <li>☐ Other</li> <li>If you select the Pay Upfront option:</li> <li>☒ No exit fee</li> </ul>
If yes, list all exit fee options that may apply to new contracts:	Pay Later option – Independent living units 6% of the ingoing contribution per year of residence, up to a maximum of 5 years (30%).  Pay Later option – Serviced apartments 10% of the ingoing contribution per year of residence, up to a maximum of 3 years (30%).
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 ingoing contribution you paid
Pay Later option - Inde	pendent living units
1 year	6% of the ingoing contribution
2 years	12% of the ingoing contribution
3 years	18% of the ingoing contribution
4 years	24% of the ingoing contribution
5 years	30% of the ingoing contribution
10 years	30% of the ingoing contribution
a daily basis. The maximum (or cappe residence.	cupation is not a whole number of years, the exit fee will be worked out on d) exit fee is 30% of the ingoing contribution after 5 years of 6% of the ingoing contribution x 1/365 (for 1 day of
Pay Later option – Ser	viced apartments

10% of the ingoing contribution

1 year

2 years	20% of the ingoing contribution
3 years	30% of the ingoing contribution
5 years	30% of the ingoing contribution
10 years	30% of the 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 30% of the ingoing contribution after 3 years of residence.

The minimum exit fee is: 10% of the ingoing contribution x 1/365 (for 1 day of residence).

#### Pay Upfront option

Not applicable

11.2 What other exit costs do residents need to pay or contribute to?

Not applicable.

#### Part 12 - Reinstatement and renovation of the unit

# 12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?

Reinstatement work means replacements or repairs that are reasonably necessary to return the unit to the same condition it was in when the resident 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.

Fair wear and tear includes a reasonable amount of wear and tear associated with the use of items commonly used in a retirement village. However, a resident is responsible for the cost of replacing a capital item of the retirement village if the resident deliberately damages the item or causes accelerated wear.

Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the unit.

## 12.2 Is the resident responsible for renovation of the unit when they leave the unit?

⊠ No

Renovation means replacements or repairs other than reinstatement work.

By law, the operator is responsible for the cost of any renovation work on a former resident's unit, unless the residence contract provides for the resident to share in the capital gain on the sale of the resident's interest in the unit. Renovation costs are shared between the former resident and operator in the same proportion as any capital gain is to be shared under the residence contract.

#### Part 13 - Capital gain or losses

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 capital *loss* on the resale of their unit?

⊠ 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?

The ingoing contribution (paid to the scheme operator on entry) is repaid to the resident, less:

- if the resident selected the Pay Later option, the exit fee (see Part 11, item 11.1); and
- any other amounts (for example, outstanding General Services Charges) the resident is liable to pay under the residence contract or any other agreement with the scheme operator.

If the resident selected the *Pay Upfront* option, the scheme operator will also repay the relevant part of the Upfront Fee specified below (if applicable):

Your length of residence	Refund calculation based on: your ingoing contribution
1 year or less	10% of your ingoing contribution
2 years or less, but more than 1 year	3% of your ingoing contribution
More than 2 years	Nil

#### 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:

- the day stated in the residence contract
  - > which is 6 months after the termination of the residence contract
  - ➤ If the residence contract is terminated under the **Change of Mind Guarantee** provisions, 45 days after the resident terminates their residence contract and vacates the unit.
- 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.

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

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

27 accommodation units were resold during the last financial year For independent living units, 6 months was the average length of time to sell a unit over the last three financial years.

For serviced apartments, 21 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
2023/24			
Independent living units	(\$75,370)	\$1,718,286	-
Serviced apartments	(\$201,055)	\$245,199	-
2022/23			
Independent living units	\$59,958	\$1,560,804	-
Serviced apartments	(\$145,177)	\$235,099	-
2021/22			,
Independent living units	\$62,584	\$1,362,360	-5.98%
Serviced apartments	(\$74,078)	\$229,785	-9.70%
Note the section of t			

**Note from the scheme operator**: The scheme operator pays a contribution towards the General Services Charges to make up the deficit. The scheme operator contributes towards the payment of the

General Services Charge for vacant units.	
Balance of <b>General Services Charges Fund</b> for the last financial year OR last quarter if no full financial year available	\$
Balance of <b>Maintenance Reserve Fund</b> for last financial year OR last quarter if no full financial year available	\$0.00
Balance of <b>Capital Replacement Fund</b> for the last financial year OR last quarter if no full financial year available	(\$398,870)
Percentage of a resident ingoing contribution applied to the Capital Replacement Fund	Nil
The operator pays a percentage of a resident's ingoing contribution, as determined by a quantity surveyor's report, to the Capital Replacement Fund. This fund is used for replacing the village's capital items.	

#### Note from the scheme operator:

A Maintenance Reserve Fund has been established for the village under the Act. However as the Act prohibits the use of this fund for the maintenance and repairs of body corporate property, the fund is currently maintained is a nominal or \$0 balance and there are no contributions residents are required to make to it by way of Maintenance Reserve Fund Contribution; and

A Capital Replacement Fund has been established for the village under the Act. However as the Act prohibits the use of this fund for the replacement of body corporate property, the fund is maintained with a nominal of \$0 balance and there are no contributions made to it.

OR

☐ the village is not yet operating

#### Part 15 - Financial management of the Body Corporate

**Note**: All freehold community title scheme residents who own their unit are members of the body corporate.

15.2 What is the financial status of 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
	2023/24	(\$4167)	\$1,307	-76.13%
	2022/23	(\$2,586)	\$5,475	-32.07%
	2021/22	(\$2,711)	\$8,060	-25.17%
	2020/21	(\$2,690)	\$10,771	-20.04%
	Balance of <b>Sinking Fund</b> to cover spending of a capital or non-recurrent nature for the last financial year OR last quarter if no full financial year available		\$1,206,220	

	OR  ☐ the village is not yet operating				
Part 16 - Insurance					
The village operator mus village, including for:	The village operator must take out general insurance, to full replacement value, for the retirement village, including for:				
<ul> <li>communal facilities</li> </ul>					
	on units, other than accommodation units owned by residents.  vards the cost of this insurance as part of the General Services Charge.				
16.1 Is the resident responsible for arranging any insurance cover?	□ Yes ⊠ No				
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)				
Part 17 - Living in the v	rillage				
Trial or settling in perio	od in the village				
17.1 Does the village offer prospective residents a trial period or a settling in period in the village?	⊠ Yes □ No				
If yes, provide details including length of period, relevant time frames and any costs or conditions:	The resident will have the benefit of our 'Change of Mind Guarantee'. If the resident terminates their contract and vacate the unit within the first 6 months, the <i>Entry Payment</i> (and if applicable, the <i>Upfront Fee</i> ) will be repaid in full within 45 days after vacant possession is provided. No <i>Exit Fee</i> will be payable (if applicable), and the service fees, <i>Serviced Apartments Fee</i> (if applicable) and body corporate sinking fund contribution will stop on the vacant possession date, however, the fees and contributions accrued to that date remain payable and will not be refunded.				
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?					

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	⊠ Yes □ No	
operator have other rules for the village?	If yes: Rules may be made available on request.	
Tanada and and a	<b>Note from the operator:</b> Under the terms of your residence contract, you and your visitors will not be permitted to smoke or vape anywhere in the village, including in your unit.	
Resident input		
17.6 Does the village	⊠ Yes □ No	
have a residents committee established under the Retirement	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.	
Villages Act 1999?	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	No, village is not accredited	
voluntarily accredited through	☐ Yes, village is voluntarily accredited through:	
an industry-based		
accreditation scheme?		
	accreditation schemes are industry-based schemes. The <i>Retirement</i>	
	not establish an accreditation scheme or standards for retirement villages.	
Part 19 - Waiting list		
19.1 Does the village	⊠ Yes □ No	
maintain a waiting list for entry?		
If yes,	No fee     ■     No fee     No	
<ul> <li>what is the fee to join the waiting list?</li> </ul>	☐ Fee of: \$ which is:	
	☐ refundable on entry to the village	
	☐ 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 available in the village
	Plans of any units or facilities under construction
	Development or planning approvals for any further development of the village
	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
$\boxtimes$	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)

An example request form containing all the necessary information you must include in your request is available on the Department of Communities, Housing and Digital Economy website.

Retirement Villages Act 1999 • Section 74 • Form 3 • V9 • December ME\_232528228\_1

#### **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 <a href="https://www.hpw.qld.gov.au">www.hpw.qld.gov.au</a>

#### **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.qld.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.qld.gov.au

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

#### Queensland Retirement Village and Parks 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: <a href="mailto:caxton@caxton.org.au">caxton@caxton.org.au</a>
Website: <a href="mailto:www.caxton.org.au">www.caxton.org.au</a>

#### **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: <a href="mailto:caxton@caxton.org.au">caxton@caxton.org.au</a>
Website: <a href="https://caxton.org.au">https://caxton.org.au</a>

#### **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: <a href="mailto:enquiries@qcat.qld.gov.au">enquiries@qcat.qld.gov.au</a>
Website: <a href="mailto:www.qcat.qld.gov.au">www.qcat.qld.gov.au</a>

#### **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 more cost effective to adapt when life's circumstances change.

Website: www.livablehousingaustralia.org.au