

## Village Comparison Document

*Retirement Villages Act 1999 (Section 74)*

ABN: 86 504 771 740

This form is effective from 1 February 2019

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](http://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](http://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 1 September 2024 and applies to prospective residents.**

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

### Part 1 - Operator and management details

#### 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**); and
- 3 independent living units are owned by Pine Lake Management Services Pty Ltd and licensed to residents (**Licence 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 Licence 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 Licence ILUs):

Australian Company Number: 005 838 415

Address: Level 18, 9 Castlereagh Street

Suburb: Sydney State: NSW Postcode: 2000

	<p>Details for Pine Lake Village Pty Ltd (owner of Lot 1 on RP180124):</p> <p>Australian Company Number: 005 763 379</p> <p>Address: 11 Araucaria Way</p> <p>Suburb: Elanora State: QLD Postcode: 4221</p>
<b>1.3 Village operator</b>	<p>Name of entity that operates the retirement village (scheme operator):</p> <p>Pine Lake Management Services Pty Ltd</p> <p>Australian Company Number: 005 838 415</p> <p>Address: Level 18, 9 Castlereagh Street</p> <p>Suburb: Sydney State: NSW Postcode: 2000</p> <p>Date entity became operator: 01/07/2000</p>
<b>1.4 Village management and onsite availability</b>	<p>Name of village management entity and contact details:</p> <p>Pine Lake Management Services Pty Ltd</p> <p>Australian Company Number: 005 838 415</p> <p>Phone: (07) 5534 5945 Email pinelake@levande.com.au</p> <p>An onsite manager (or representative) is available to residents:</p> <p><input checked="" type="checkbox"/> Full time</p> <p><input type="checkbox"/> Part time</p> <p><input type="checkbox"/> By appointment only</p> <p><input type="checkbox"/> None available</p> <p><input type="checkbox"/> Other</p> <p>Onsite availability includes:</p> <p>Weekdays: Monday to Friday from 8.30am to 4.30pm</p> <p>Weekends: N/A</p>
<b>1.5 Approved closure plan or transition plan for the retirement village</b>	<p>Is there an approved plan for the village?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>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.</i></p> <p>Is there an approved closure plan for the village?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>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.</i></p>

<b>1.6 Statutory Charge over retirement village land</b>	<p>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.</p> <p>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.</p> <p>Is a statutory charge registered on the certificate of title for the retirement village land?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
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## Part 2 - Age limits

<b>2.1 What age limits apply to residents in this village?</b>	<p>Single occupants must be at least 65 or over. For multiple occupants, both must be at least 65.</p>
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## ACCOMMODATION, FACILITIES AND SERVICES

### Part 3 - Accommodation units: Nature of ownership or tenure

<b>3.1 Resident ownership or tenure of the units in the village is:</b>	<p><input checked="" type="checkbox"/> Freehold (owner resident) (Freehold ILUs)</p> <p><input type="checkbox"/> Lease (non-owner resident)</p> <p><input checked="" type="checkbox"/> Licence (non-owner resident) (Licence ILUs, and Licence ILAs when constructed)</p> <p><input type="checkbox"/> Share in company title entity (non-owner resident)</p> <p><input type="checkbox"/> Unit in unit trust (non-owner resident)</p> <p><input type="checkbox"/> Rental (non-owner resident)</p> <p><input type="checkbox"/> Other</p>
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### Accommodation types

<b>3.2 Number of units by accommodation type and tenure</b>	<p>There are currently 147 single storey independent living units (being the Freehold ILUs and the Licence ILUs).</p> <p>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.</p>
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Accommodation Unit	Freehold	Leasehold	Licence (under construction)	Other
Independent living units				
- 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 operator:** The above accommodation units include the existing Freehold ILUs and Licence ILUs, and the new Licence ILAs which are under construction. Please see Part 5 for an outline of the redevelopment.

## Access and design

### 3.3 What disability access and design features do the units and the village contain?

- ☒ 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  
**Note from the scheme operator:** ILUs have one external step. Ground floor ILAs will have level access from the street.
- ☒ Alternatively, a ramp, elevator or lift allows entry into ☐ all ☒ some units  
**Note from the scheme operator:** All ILAs will be accessible by lift, either from the ground floor of the apartment building or from the basement car park.
- ☐ Step free (hobless) shower in ☐ all ☒ some units
- ☐ Width of doorways allow for wheelchair access in ☐ all ☒ some units
- ☐ Toilet is accessible in a wheelchair in ☐ all ☒ some units
- ☐ Other key features in the units or village that cater for people with disability or assist residents to age in place
- ☐ None

## Part 4 - Parking for residents and visitors

### 4.1 What car parking in the village is available for residents?

- ☒ All 2 bedroom independent living units (ILUs) with own garage or carport attached or adjacent to the unit
  - ☒ 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 village available for visitors?

If yes, parking restrictions include:

- ☒ Yes ☐ No
- Visitors must park in designated visitor parking.

## Part 5 - Planning and development

### 5.1 Is construction or development of the village complete?

Year village construction started: 1982

- ☐ Fully developed / completed
- ☒ Partially developed / completed
- ☐ 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.

<p><b>5.2 Construction, development applications and development approvals</b></p> <p>Provide details and timeframe of development or proposed development, including the final number and types of units and any new facilities.</p>	<p>Provide details and timeframe of development or proposed development, including the final number and types of units and any new facilities.</p> <p><b>Notes from the scheme operator:</b></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>* new outdoor entertaining space including landscaping;</li> <li>* pedestrian pathway with access to lakefront; and</li> <li>* additional visitor parking.</li> </ul> <p>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.</p>
<p><b>5.3 Redevelopment plan under the Retirement Villages Act 1999</b></p>	<p>Is there an approved redevelopment plan for the village under the Retirement Villages Act?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Short description of the redevelopment plan: See summary of proposed improvements provided at Item 5.2.</p> <p>Declaration date for the redevelopment plan: 28 July 2021</p> <p><i>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.</i></p> <p><b>Note:</b> see notice at the end of document regarding inspection of the development approval documents.</p>

## Part 6 - Facilities onsite at the village

### 6.1 The following facilities are currently available to residents:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Activities or games room                                    | <input type="checkbox"/> Medical consultation room                             |
| <input checked="" type="checkbox"/> Arts and crafts room  | <input type="checkbox"/> Restaurant  |
| <input type="checkbox"/> Auditorium   | <input type="checkbox"/> Shop  |
| <input checked="" type="checkbox"/> BBQ area outdoors   | <input checked="" type="checkbox"/> Swimming pool                              |
| <input checked="" type="checkbox"/> Billiards room  | <input type="checkbox"/> indoor <input checked="" type="checkbox"/> outdoor    |
| <input type="checkbox"/> Bowling green  | <input checked="" type="checkbox"/> heated <input type="checkbox"/> not heated |
| <input type="checkbox"/> indoor <input type="checkbox"/> outdoor                                | <input checked="" type="checkbox"/> Separate lounge in community centre        |
| <input checked="" type="checkbox"/> Business centre (e.g. computers, printers, internet access) | <input checked="" type="checkbox"/> Spa  |
| <input type="checkbox"/> Chapel/prayer room   | <input type="checkbox"/> indoor <input checked="" type="checkbox"/> outdoor    |
| <input type="checkbox"/> Communal laundries   | <input checked="" type="checkbox"/> heated <input type="checkbox"/> not heated |
| <input checked="" type="checkbox"/> Community room or centre                                    | <input type="checkbox"/> Storage area for boats/caravans                       |
| <input type="checkbox"/> Dining room  | <input type="checkbox"/> Tennis court  |
| <input checked="" type="checkbox"/> Gardens   | <input type="checkbox"/> full <input type="checkbox"/> half                    |
| <input checked="" type="checkbox"/> Gym   | <input checked="" type="checkbox"/> Village bus or transport                   |
| <input checked="" type="checkbox"/> Hairdressing or beauty room                                 | <input type="checkbox"/> Workshop  |
| <input checked="" type="checkbox"/> Library   | <input checked="" type="checkbox"/> Other: Bar, Consulting m room              |

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).

Not applicable

### 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 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).
- Engaging necessary staff and contractors, which may include a village manager, cleaning and maintenance personnel, security personnel and/or relief personnel.
- Arranging for administrative, secretarial, book-keeping, accounting and legal services.
- Maintaining licences required in relation to the retirement village.
- Paying operating costs for the village.
- Maintaining insurances relating to the 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 to provide relevant services to the body corporate 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?

☐ Yes ☒ No

<b>7.3 Does the retirement village operator provide government funded home care services under the <i>Aged Care Act 1997</i> (Cwth)?</b>	<input type="checkbox"/> 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]) <input checked="" type="checkbox"/> Yes, home care is provided in association with an Approved Provider Five Good Friends / myHomeCare <input type="checkbox"/> No, the operator does not provide home care services, residents can arrange their own home care services
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**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 emergency systems

<b>8.1 Does the village have a security system?</b>  If yes: <ul style="list-style-type: none"> <li>the security system details are:</li> <li>the security system is monitored between:</li> </ul>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No   CCTV in community centre and at village front entrance.  CCTV will be on 24 hours per day, 7 days per week.
<b>8.2 Does the village have an emergency help system?</b>  If yes or optional: <ul style="list-style-type: none"> <li>the emergency help system details are:</li> <li>the emergency help system is monitored between:</li> </ul>	<input checked="" type="checkbox"/> Yes – all residents <input type="checkbox"/> Optional <input type="checkbox"/> No  The service provider is I.N.S Lifeguard. The costs of the system are included in the General Services Charge (subject to the residence contract).  24 hours per day, 7 days per week.

<b>8.3 Does the village have equipment that provides for the safety or medical emergency of residents?</b>  If yes, list or provide details e.g. first aid kit, defibrillator:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No          Fire, first aid and emergency equipment (including defibrillator).
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## 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 purchase price or ingoing contribution
	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	\$1,085,000 to \$1,245,000
	- Three bedrooms	N/A
	<b>Full range of ingoing contributions for all unit types</b>	<b>\$327,600 to \$1,245,000</b>
	<b>Note from the scheme operator:</b> The above amounts exclude the Upfront Fee, which is payable in addition if you select the Pay Upfront option.	

**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 payment options available:

- *Pay Upfront*
- *Pay Later*

The key differences between the 2 payment options are set out below:

Payment option	Exit fee (refer Part 11)	Upfront Fee (refer Part 9.3)
<i>Pay Upfront</i>	Not applicable	20% of the purchase price or ingoing contribution
<i>Pay Later</i>	Maximum 30% of the purchase price or ingoing contribution over 5 years	Not applicable

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

**9.3 What other entry costs do residents need to pay?**

**Freehold ILUs**

- ☒ Transfer or stamp duty
- ☒ Costs related to your residence contract  
***Note from the scheme operator: The resident is responsible for his/her own costs incurred in connection with entering into and complying with the purchase contract for the resident's unit.***
- ☒ Costs related to any other contract e.g. any adjustments required under the purchase contract for the resident's unit.
- ☒ Advance payment of General Services Charge
- ☒ Other costs:
  - the Upfront Fee (if you select the *Pay Upfront* option)
  - Queensland Titles Registry registration fees on the transfer of title and the scheme operator's caveat.

**Licence ILUs & Licence ILAs**

- ☒ Transfer or stamp duty, and any other relevant duty (if you select the *Pay Upfront* option)
- ☐ Costs related to your residence contract
- ☐ Costs related to any other contract
- ☐ Advance payment of General Services Charge
- ☒ Other costs: The Upfront Fee (if you select the *Pay Upfront* 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 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	\$40.37	\$1.81
- Two bedrooms	\$80.75	\$3.63
- Three bedrooms	-	-
Serviced Units		
- Studio	-	-
- One bedroom	-	-
- Two bedrooms	-	-
- Three bedrooms	-	-
Other: Independent Living Apartments	-	-
- Studio	-	-
- One bedroom	\$169.63	\$40.72
- Two bedrooms	\$169.63	\$40.72
- Three bedrooms	-	-

All units pay a flat rate		-	-	
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	Overall % change from
2023/24	\$39.05 to \$78.10	14.99%	\$1.67 to \$3.34	37.85%
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

**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 and the Licence 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 ILUs and Licence ILUs, may also change as a result.				
10.2 What costs relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately)	<input checked="" type="checkbox"/> Contents insurance <input checked="" type="checkbox"/> Home insurance (Freehold ILUs only) <input checked="" type="checkbox"/> Electricity <input checked="" type="checkbox"/> Gas		<input checked="" type="checkbox"/> Water <input checked="" type="checkbox"/> Telephone <input checked="" type="checkbox"/> Internet <input checked="" type="checkbox"/> Pay TV <input checked="" type="checkbox"/> Other: Body corporate administrative and sinking fund levies (Freehold ILUs and Licence ILUs only)	

<p><b>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?</b></p>	<div> <input checked="" type="checkbox"/> Unit fixtures  <input checked="" type="checkbox"/> Unit fittings  <input checked="" type="checkbox"/> Unit appliances  <input checked="" type="checkbox"/> None </div> <p>Additional information</p> <p><b>Note from the scheme operator:</b></p> <p><i>For Freehold ILUs and Licence ILUs, residents are responsible for: keeping their unit clean and tidy; servicing, maintaining, repairing and replacing anything forming part of the unit (including where required due to fair wear and tear); having annual pest inspections and treatments in the unit; and taking care of their own property in the unit.</i></p> <p><i>For Licence ILAs, residents are responsible for: keeping their unit clean and tidy, fixing any damage or deterioration caused by the resident or their visitors (beyond fair wear and tear); having annual pest inspections and treatments in the unit; and taking care of their own property in the unit.</i></p>
<p><b>10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?</b></p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p><b>Part 11 - Exit fees- when you leave the village</b></p>	
<p><i>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).</i></p>	
<p><b>11.1 Do residents pay an exit fee when they permanently leave their unit?</b></p>	<p>If you select the <i>Pay Later</i> option:</p> <div> <input checked="" type="checkbox"/> Yes - all residents pay an exit fee calculated using the same formula  <input type="checkbox"/> Yes - all new residents pay an exit fee but the way this is worked out may vary depending on each resident's residence contract  <input type="checkbox"/> No exit fee  <input type="checkbox"/> Other </div> <p>If you select the <i>Pay Upfront</i> option:</p> <div> <input checked="" type="checkbox"/> No exit fee </div>
<p>If yes, list all exit fee options that may apply to new contracts:</p>	<p><b>Pay Later option</b></p> <p>6% of the purchase price or ingoing contribution per year of residence, up to a maximum of 5 years (30%).</p>



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
<b>Pay Later option</b>	
1 year	6% of your purchase price or ingoing contribution
2 years	12% of your purchase price or ingoing contribution
3 years	18% of your purchase price or ingoing contribution
4 years	24% of your purchase price or ingoing contribution
5 years	30% of your purchase price or ingoing contribution
10 years	30% of your purchase price or ingoing contribution
<p><b>Note:</b> if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.</p> <p>The maximum (or capped) exit fee is 30% of the purchase price or ingoing contribution after 5 years of residence. The minimum exit fee is: 6% of your purchase price or ingoing contribution x 1/365 (for 1 day of residence).</p>	
<b>Pay Upfront option</b> Not applicable.	
<b>11.2 What other exit costs do residents need to pay or contribute to?</b>	<p><b>Freehold ILUs</b></p> <p><input checked="" type="checkbox"/> Sale costs for the unit</p> <p><i><b>Note from the scheme operator:</b> 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.</i></p> <p><input type="checkbox"/> Legal costs</p> <p><input type="checkbox"/> Other costs</p> <p><b>Licence ILUs &amp; ILAs</b></p> <p>Not applicable.</p>

## Part 12 - Reinstatement and renovation of the unit

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

☒ Yes ☐ No

*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 the 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?**

### **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).

When the resident receives the resale price:

- the resident must pay the scheme operator:
  - if the resident has selected the *Pay Later* option, the exit fee (see Part 11, item 11.1);
  - 100% of the capital gain (if any); 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; and
- the scheme operator must pay the resident:
  - 100% of the capital loss (if any); and
  - if the resident has selected the *Pay Upfront* option, the relevant part of the *Upfront Fee* set out below (if applicable).

### **Licence ILUs**

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

- if the resident has 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 must also repay to the resident the relevant part of the Upfront Fee specified below (if applicable).

### **Licence ILAs**

The ingoing contribution (paid to Pine Lake Village Pty Ltd 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 or Pine Lake Village Pty Ltd.

If the resident selected the *Pay Upfront* option, Pine Lake Village Pty Ltd will also repay the relevant part of the Upfront Fee specified below (if applicable).

### **Upfront Fee repayment (all unit types)**

If the resident selected the *Pay Upfront* option, the relevant part of the Upfront Fee to be repaid to the resident is:

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

<p><b>14.2 When is the exit entitlement payable?</b></p>	<p>By law, the operator must pay the exit entitlement to a former resident on or before the <b>earliest</b> of the following days:</p> <p><b>Freehold ILUs</b></p> <ul style="list-style-type: none"> <li><del>• the day stated in the residence contract</del> <ul style="list-style-type: none"> <li><del>➤ which is ..... months after the termination of the residence contract</del></li> </ul> </li> <li><del>• 14 days after the settlement of the sale of the right to reside in the unit to the next resident or the operator</del></li> <li><del>• 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).</del></li> </ul> <p>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.</p> <p><b>Note from the scheme operator:</b> <i>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.</i></p> <p><i>However, if the resident has not sold their unit within <b>6 months</b>, 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.</i></p> <p><b>Licence ILUs &amp; Licence ILAs</b></p> <ul style="list-style-type: none"> <li>• the day stated in the residence contract <ul style="list-style-type: none"> <li>➤ which is 6 months after the termination of the residence contract</li> <li>➤ 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.</li> </ul> </li> <li>• 14 days after the settlement of the sale of the right to reside in the unit to the next resident or the operator</li> <li>• 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).</li> </ul> <p>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.</p>
<p><b>Freehold units only</b></p>	<p><i>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.</i></p>

<b>14.2 Operator buyback of freehold units</b>	<i>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.</i>
<b>14.3 What is the turnover of units for sale in the village?</b>	<p>5 accommodation units were vacant as at the end of the last financial year</p> <p>15 accommodation units were resold during the last financial year</p> <p>3 months was the average length of time to sell a unit over the last three financial years</p>

## 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%
	Balance of General Services Charges Fund for the last financial year OR last quarter if no full financial year is available			\$273,825
	Balance of Maintenance Reserve Fund for last financial year OR last quarter if no full financial year available			\$103,324
	Balance of Capital Replacement Fund for the last financial year OR last quarter if no full financial year available  Percentage of a resident ingoing contribution applied to the Capital Replacement Fund  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.			\$577,041  N/A (amounts are paid each year as recommended by the quantity surveyor's report)
	OR			
	<input type="checkbox"/> 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.

<b>15.2 What is the financial status of the Body Corporate funds in a freehold village?</b>	<b>Administrative Fund</b> 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)	\$499.30	(86.48%)
2020/21	\$9,475.64	\$3,694.22	163.90%
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			\$111,979.16
OR <input type="checkbox"/> the village is not yet 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:

☒ Yes ☒ No

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?

☒ Yes ☐ No

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

#### **Freehold ILUs**

Not applicable.

#### **Licence ILUs & Licence ILAs**

The resident will have the benefit of our 'Change of Mind Guarantee'. If the resident terminates their contract and vacates the unit within the first 6 months, the *Entry Payment* (and if applicable, the *Upfront Fee*) will be repaid in full within 45 days after vacant possession is provided. No *Exit Fee* will be payable (if applicable), and the service fees (and if applicable, body corporate fees) will stop on the vacant possession date, however, the fees accrued to that date remain payable and will not be refunded.

## **Pets**

### **17.2 Are residents allowed to keep pets?**

If yes, specify any restrictions or conditions on pet ownership:

☒ Yes ☐ No

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):

☒ Yes ☐ No

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?**

☒ Yes ☐ No

If yes: Rules may be made available on request.

**Note from the operator:** *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 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**

<b>18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?</b>	<input checked="" type="checkbox"/> No, village is not accredited <input type="checkbox"/> Yes, village is voluntarily accredited through:
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**Note:** Retirement village accreditation schemes are industry-based schemes. The *Retirement Villages Act 1999* does not establish an accreditation scheme or standards for retirement villages.

## Part 19 - Waiting list

<b>19.1 Does the village maintain a waiting list for entry?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, what is the fee to join the waiting list?	<input checked="" type="checkbox"/> No fee <input type="checkbox"/> Fee of \$..... which is <div style="margin-left: 20px;"> <input type="checkbox"/> refundable on entry to the village  <input type="checkbox"/> non-refundable         </div>



## 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).**

- ☒ Certificate of registration for the retirement village scheme
- ☒ Certificate of title or current title search for the retirement village land
- ☒ Village site plan
- ☒ Plans showing the location, floor plan or dimensions of accommodation units 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
- ☒ 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
- ☒ Examples of contracts that residents may have to enter into
- ☒ Village dispute resolution process
- ☒ Village by-laws
- ☒ 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.*

## 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](http://www.chde.qld.gov.au)

### General Information

General information and fact sheets on retirement villages: [www.qld.gov.au/retirementvillages](http://www.qld.gov.au/retirementvillages)

For more information on retirement villages and other seniors living options:  
[www.qld.gov.au/seniorsliving](http://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 3012 2666

Email: [regulatoryservices@chde.qld.gov.au](mailto:regulatoryservices@chde.qld.gov.au)

Website: [www.chde.qld.gov.au/regulatoryservices](http://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](mailto:caxton@caxton.org.au)

Website: [www.caxton.org.au](http://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](http://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](mailto: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](mailto:info@qls.com.au)  
Website: [www.qls.com.au](http://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](mailto:enquiries@qcat.qld.gov.au)  
Website: [www.qcat.qld.gov.au](http://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](http://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](http://www.livablehousingaustralia.org.au)