

WALU CARAVAN PARK RULES

January 2023.

PARK RULES.

These park rules are provided in conjunction with the provisions of the residential Parks Act 1998 and are further to the clauses of the Residential Site Agreement. These rules replace all the previous Park Rules.

1. GENERAL

All residents and visitors must be considerate of others in the park. Any disturbance or problems caused by residents will not be tolerated by management and management reserves the right to remove any resident breaking the park rules and causing a disturbance to other park members.

All rents are to be paid in advance and utilities accounts have a 14-day period to be paid unless you have a poor payment record and then it can be reduced to 7 days at the owner's discretion.

Any resident departing must give 14 days written notice.

Police will be called without hesitation if problems arise with residents or their guest's behaviour.

Residents, visitors and all goods and service providers must use the pathways and roadways within the Park to gain access to residential sites and must not walk between dwellings or trespass onto the sites of other Residents unless prior permission has been given to the resident or service provider. The exception to this ruling is when the Park Owner or their employees require access according to s23 Park Owners access to residential premises including direct access to read meters on the site, manage repairs and for general maintenance.

Any previous resident who has either been evicted or asked to leave the park is not permitted to re-enter the park.

Parking is only permitted in allocated spaces. Vehicles must not be parked on the grass in front of cabins as it is dangerous and inconsiderate to fellow residents.

Any illegal drug use or repeated excessive alcohol use will result in termination of your lease and loss of part of your bond.

These rules will be amended as required.

2. ALTERATIONS TO ANY STRUCTURE

a) Any proposed alterations to any building within the park must have permission from the park owner before any work commences.

b) Wall stickers, hooks or fixtures are not to be attached to any walls of park owner cabins.

3. VISITORS

a) Residents are to notify the Park Owner/Manager at the office of the names of all overnight visitors to the residential site and the intended duration of their stay.

b) A Resident must not permit a visitor to stay for more than 14 days in any year unless Park Owner agrees in writing

c) The Resident shall be always responsible for the behavior of his/her visitor.

d) Any visitor who does not adhere to park rules, causes a disturbance, or breaks any rules/laws will be expelled from the Park immediately.

e) Any person not on the lease for the property will be deemed a visitor.

4. BIKES, SKATEBOARDS, ROLLERBLADES ETC.

a) Residents may ride bicycles within the Park but must always ensure that they do so in a manner that does not endanger themselves, other people, or any property. It is a requirement that all riders comply with all RTA rules that apply to road safety.

b) The riding of skateboards, roller blades, scooters and roller skates is not permitted in the Residential Park.

c) Bicycles may only be ridden on the roads.

d) Bicycle riders must not exceed the park speed limit that applies to motor vehicles.

e) Bicycles may only be ridden after sunset if they are fitted with appropriate reflectors and lights.

f) When not in use bicycles must be stored safely and neatly and must not be left to obstruct the roadways or pathways of the Park.

5. CAR PARKING AND VEHICLES

a) Residents' vehicles, boats or trailers can only be parked on residents allocated parking space, which is the hard surface driveways of their site and should have a minimum of 1 meter clearance of any road where the driveway joins the road.

b) No unregistered vehicles, bikes or trailers can be driven on the park roads without permission from the Park Owner. No unregistered vehicles are to be stored inside the park.

c) Parking of vehicles is not permitted on internal roadways, other resident's sites without their permission or the grassed area beside the internal roads.

d) Medical staff, emergency service vehicles and tradespersons may be parked in the immediate vicinity of the residential site if there is no room for them to park on the residential site provided, they do not unduly obstruct other traffic, hazard lights must be on.

- e) All visitors, guests and contractor's vehicles may be parked on the hard surface driveway of the site if there is room to do so. If there is not room, visitors and guests must park in the designated visitor parking area.
- f) **The Resident must ensure that no vehicle within his/ her control or deemed control exceeds 10kph within the Park.**
- g) To avoid damage to park roadways, heavy vehicles are generally not permitted in the Park.
- h) A resident cannot park in a designated visitors parking area unless a resident has first obtained written permission from the Park Owner to park there for a limited time.
- j) If the Resident wishes to wash a vehicle, and they do not have enough area on their site they may contact the management for permission to use a suitable grassed area. They must **ONLY USE HAND- HELD BUCKETS** – no hoses and always abide by the water restrictions imposed by law.

6.NOISE

- a) Noise at any time must not constitute a nuisance to other residents. Noise must be kept to a minimum after 10pm and prior to 8am. Parties and gatherings must cease at 10pm
- b) Intrusive prolonged noise that disturbs the peace and quiet of other residents will not be tolerated at any time.
- c) Noise volume from radios, stereos, televisions, parties, conversations etc. must be at a level so as not to interfere with the quiet enjoyment of other residents in the park.
- d) ***Abusive and profane (swearing) language, intimidation and disorderly behaviour will not be tolerated.***
- e) ***Excessive noise or abuse will result in police being called and eviction may follow.***

7.GARBAGE

- a) ***Household domestic garbage, re-cycle materials and/or green waste MUST be placed in the appropriate bins.***
- b) The Resident is responsible for separating garbage to enable recycling. **RESIDENTS SHOULD ADHERE TO THE GENERAL RULES OF RECYCLING.** Bottles, cans, and paper should be placed in YELLOW bins provided.
- c) Any large domestic items such as cardboard boxes, excess glass bottles etc. that will not fit into the wheelie bin may be placed neatly beside the wheelie bin. Other large items such as branches are best tied together to assist with ease of collection.
- d) Disposable nappies, cooking fat, tea leaves etc. cannot be flushed down the toilet or poured down the sink but should be disposed of together with other domestic garbage. **They must be in tied bags and disposed of in the red bin. They are not recyclable.**
- e) Large unwanted items (ie furniture and electrical goods) disposal is the responsibility of the Resident. If the removal of these items is done by management, the resident will be charged for all costs associated with the removal and disposal.

8.LAUNDRY

- a) **RESIDENTS MUST ONLY USE LIQUID DETERGENT, NOT WASHING POWDER** as machines get blocked by powder.
- b) Soiled nappies and other contaminated clothing must be thoroughly pre-rinsed in a tub prior to washing in a machine.
- c) Bathing of infants or young children is not permitted in the laundry tubs.
- d) Be considerate of the next user and always leave the laundry tubs, washing machines, and dryers in a clean and tidy condition after use.
- e) Clothes should be removed from the clothes lines/ dryers as soon as practical after they have dried.
- f) Blankets, bedding, or clothing used for animals must not be washed in the communal laundries.
- g) The hanging of washing/clothing from vans and or trees is not permitted, unless on approved cloths lines attached to residence. Residents are requested to use washing facilities and clothes lines provided.
- h) Children must not use or be in the laundry of the Park unless always supervised by a responsible adult.

9.MAIL

- a) Mail is delivered to the office by Australia Post and will be delivered to residents via their letter box as soon as practicable.

10. PETS

- a) Cats are not permitted in any area of the park and **feeding of neighborhood cats is strictly prohibited.**
- b) Dogs are not permitted in any park owner cabins. **Owners must ensure that dogs are always kept on a leash in the park.** Permission must be sought for any dog to reside in an owner-occupied cabin. Dog rules will be provided to those owners.
- c) Caged birds (maximum of two (2) may be kept provided they are kept in cage/cages that have been approved by the Park Owner. Cages must be kept clean.
- d) Unpleasant odors from pets that affect the living conditions of other residents will not be tolerated, and pets will need to be re-homed. It is the responsibility of dog owners to dispose of any dog droppings within the park.
- e) Permission to keep a pet will be withdrawn if the Park Owner has evidence that the pet persistently causes a nuisance or unreasonably disturbs other residents and guests of the park.
- f) ***Wildlife and stray animals must not be fed or encouraged through-out residential areas,*** however feeding of native birds and animals may occur in the precincts of the property that are designated by Wildlife Authorities with foodstuffs that are approved by the Wildlife Authorities.

11. BBQ

The BBQ can only be operated by an adult and must be left clean and tidy after use. The key is available from the office during office hours. A \$20 security deposit is to be given to the office and this will be returned if the BBQ and surrounding area is left clean and tidy at the conclusion of the BBQ.

12. OFFICE HOURS.

Business hours at reception for administrative transactions such as paying accounts are between the minimum times of **11.30am to 12.30am** and **2.30pm to 5.30pm** daily. All residential transactions and enquiries should be made between these hours.

13. RESTRICTED AREAS

- a)** For the safety of persons and property in the park (Clause 30b of the Residential Parks Regulation 2006) Residents must comply with any reasonable directions of the Park Owner as an employer and controller of premises in relation to compliance with the health and safety provisions of the Occupational Health and Safety Act 2000 and Occupational Health and Safety regulation 2001.
- b)** In order to facilitate smooth operations of the park and to isolate specific potential danger areas, the Park Owner may declare access to some areas of the park as restricted.

14. SECURITY

- a)** For security reasons, and for your own benefit please advise park management when you will be absent from your home for any length of time.
- b)** To enhance personal safety in the park, it is recommended that all residents provide park management with the names of two (2) contacts (neighbours/friends) who are willing to "watch out" for them in the park. Contact names and numbers should be updated every 12 months or sooner if circumstances change.

15. SMOKING

- a)** Smoking is not permitted within park cabins. Smoking is only permitted on cabin verandahs and areas bounded by individual cabin sites.
- b)** Any person smoking inside a park owned cabin will be responsible for cleaning and repairs to remove any cigarette smell and stains. Any resident who continues to smoke inside their cabin will risk eviction as well as the costs of removing all odours caused by the smoking.
- c)** Smoking is not permitted within any public building or facility in the park including the laundry, or any area where Residents, their visitors or guests may gather, reception areas, BBQ, picnic/eating areas etc.
- d)** Cigarette butts must be disposed of responsibly. It is an offence to discard these on the ground anywhere in the park grounds.

16. VANDALISM and/or THEFT

- a)** Vandalism is any action involving deliberate destruction of or damage to public or private property. No vandalism will be tolerated within the village.
- b)** The Park Owner reserves the right to report any act of vandalism to the Police. Vandalism will result in expulsion/eviction from the park.
- c)** In the event that any person, other than a Resident or occupant, is reasonably suspected of committing or about to commit an act of vandalism, the Park Owner/Manager may immediately expel that person from the Park.
- d)** Any theft within the park will put the perpetrators' lease and continued occupancy in the park at risk – regardless of whether they occupy a park van or their own van. Police will be notified of any theft if the victim wishes. The park management can insist on the police being notified of any incident they consider serious or dangerous.

16. MAINTENANCE OF MOVEABLE DWELLINGS

- a)** The Resident's dwelling and any associated structure or annex or site that it occupies, must have a clean and tidy appearance, and must be reasonably maintained.
- b)** The storage of goods under and around the cabins is not permitted. Occupants must not store any flammable liquids or chemicals in or under the cabins.
- c)** Tarpaulins can only be used to cover goods for a limited time with written permission from the manager of the park unless in an emergency. Vehicle covers designed for that purpose may be used.
- d)** Outdoor furniture is acceptable so long as it is in a clean and tidy condition on the verandah or on the site and not blocking access. Surplus belongings and white goods are not to be stored on the verandah, under or outside the dwelling.
- e)** Occupants must ensure that no goods of any type remain outside the dwelling when the occupant is not in residence in the park.

f) Occupants must ensure that any goods left on the site while the occupant is in residence, such as bikes, barbecues, are locked or secured.

17. LEASES AND TENANCY AGREEMENTS

- a)** Assignment or transferring of lease or tenancy agreement is prohibited.
- b)** Occupancy within the cabins is limited to individuals whose names appear on the lease.
- c)** All visitors/guests must be signed into the front office before visiting or staying.
- d)** No owners of permanent vans may sub- lease their vans under any circumstances.

18. ILLEGAL ACTIVITIES

Any illegal activities may result in the lease being cancelled and the owner being evicted. These activities include but are not limited to:

- a)** Must not carry any firearm or any other weapon at the park.
- b)** Must not use, distribute, sell or be under the influence of, any unlawful drugs or substances
- c)** Must not undertake, participate or be involved in any antisocial behaviour, disturbing the peace and quiet of the park.
- d)** Must not be jailed or charged with any offences including handling stolen goods, fraud, arson, extortion, bribery or corruption, harbouring criminals, money laundering or dealing in proceeds of crime, dealing in firearms, any sexual offences including rape or children under 16yo (including an offence against Part IIIA of the Crimes Act 1914) or any immigration offences or breaches of the peace.
- e)** Management reserves the right to ask any tenant at any time during their lease to provide a "Police Check" to ensure the tenant is of good character. If there has been any incidents involving the police or criminal court cases this report will become mandatory. If any tenant has regular friends visiting during the day on repeated occurrences the park reserves the right to ask them to provide a "Police Check" document.

19. LANDSCAPING

- a)** Any landscaping must not block any direct access to services such as reading electricity, gas, or water meters.
- b)** Residents must ensure that the growth of any plants, shrubs or flowers does not encroach on park sites.
- c)** Gardens may be established on the site, provided permission must be sought to plant trees or shrubs that grow over 3 meters. This must be sought in writing from Park Owner and permission will not be unreasonably withheld.
- d)** Vegetable and Herb Gardens may be established on resident's sites if they are maintained and free of weeds.
- f)** The Resident may use fixed hoses for watering lawns and gardens provided that, at the time of use, there is no general ban on such use imposed by the relevant water authority. It is expected that water will be used conservatively and never wasted.
- g)** No hoses are to be left on at the tap and turned off with hose fittings on the end. Taps must be turned off when watering is completed.
- h)** Any green waste is to be disposed of in the green recycling bins provided.

20. FIRES.

NO OPEN FIRES PERMITTED IN WALU CARAVAN PARK.

- a)** Due to the danger of bushfires and the proximity to other cabins, no burning of rubbish is permitted.
- b)** Under the Tenancy Agreement it is the responsibility of the park to provide a safe and secure environment.
- c)** Anyone lighting fires or allowing fires on their site may have their Tenancy Agreement terminated immediately.

21. SELLING PRIVATELY OWNED VANS

Any resident selling their van must notify the office of an impending sale and collect the Selling Rules and Guidelines document and other legally required documents prior to advertising. These documents cover the processes for a sale within the park. The office must approve the sale and the purchaser must be over 55 years of age. Any contracts used in the sale must be provided to the office. A police check is required for any purchaser, unless waived by the management.

NEW PARK RULES January 2023:

I _____ of Site Number _____ have read and agree with the Park Rules and conditions for long term occupancy as set out in Walu Caravan Park Rules. I will endeavor to assist the park owner/manager in obtaining a peaceful and relaxed environment for all who live and stay at Walu Caravan Park

Signed ----- Date -----