

## Annexure for inclusion to Lease Terms & Conditions

### House Rules & By-Laws – With Effect From 7<sup>th</sup> May 2024

#### Office Hours

Monday – Thursday	9.00am to 5.00pm – All correspondence via email
Friday	9.00am to 4.00pm
Weekend & Public Holidays	CLOSED
Pool Hours:	7.00am – 9.00pm
Gym Hours:	6.00am – 9.00pm
BBQ Hours:	7.00am – 9.00pm

**Noise Curfew from 10.30pm daily**  
**After Hours Night Watch Mobile: 0415 149 243**

**NOTE: HOUSE RULES ARE SUBJECT TO CHANGE AS REQUIRED**

#### 1. IN CASE OF FIRE

If you see smoke or flames, Ring 000 (triple zero) Fire Brigade immediately. **DO NOT USE LIFTS**, use fire stairs at designated EXITS. It is your responsibility to ensure your guests and/or visitors know where the fire exits are situated. Smoke alarms in apartments and/or passageways must NOT be covered for any reason. Any tenant, or tenant's guest that causes the Fire Brigade to attend H2O Broadwater due to vandalism/misbehaviour/mistake etc, will be responsible for paying a fee of approx. \$1,500.00 for a Fire Brigade call out or any cost from a Fire Services Company because of the event.

#### 2. WASHING & LAUNDRY

Washing is NOT to be hung over the balcony railings. Clothes lines are not permitted - A stand-alone clothes airer (drying rack) is allowed on the balcony but must NOT BE VISIBLE from the street.

#### 3. APARTMENTS

Please regularly ventilate your apartment by opening doors and windows to allow fresh air to circulate. Walls – Should be kept clean and free of dust and marks (however no abrasive cleaners to be used). If there is any damage to wall areas, you will be charged for the repair and re-paint of the wall. Showers – Should be regularly cleaned and maintained to avoid mould and a build-up of soap scum.

#### 4. USE OF COMMON AREAS

Tenants using common areas must ensure they are left in a clean and tidy condition after use. BBQs must be cleaned after use and all rubbish associated with tenants' use of the BBQ is to be disposed of in the bins/chutes provided. Personal items such as shoes, bikes etc are NOT permitted to be left in common hallways. You are responsible to clean up any food, drink or articles on your apartment level or in common areas. Visitor numbers of private functions are limited to 10 people.

#### 5. COMMON AREA ETIQUETTE

H2O Broadwater expects a certain level of decorum and respect while you are in shared spaces. All residents and visitors are requested to wear appropriate attire in common areas at all times with clothing and footwear to be worn when entering & exiting the Reception foyer and all common areas. Eg The wearing of bathing costumes without suitable cover including shirtless/topless or nudity is not acceptable or permitted in lifts and common areas.

#### 6. NO SMOKING & VAPING RULES APPLY AT H2O BROADWATER wef 07.5.2024

H2O Broadwater is now a **NON SMOKING AND NON VAPING** building complex with smoking or vaping no longer permitted within all apartments, balconies and ALL common areas – including hallways, stairwells, lifts, recreation on Level 2, all driveways, all car park areas and the Visitor Parking area. Note the area on Level 2 previously a designated smoking area is no longer available.



**7. MOVE IN, MOVE OUTS, REMOVAL OF PIECES OF FURNITURE OR ONE-OFF LARGE ITEMS**

The tenant acknowledges that moving in, moving out OR the removal of any pieces of furniture or large items it NOT permitted during weekends and public holidays. The tenant acknowledges that the lift must be pre-booked with Management. Any restricting of the natural closure of the lift doors will result in an alarm alert direct to the lift company and any costs associated with misuse of the lifts will become the cost of the tenant (this will also apply if the tenant engages the services of a moving company). Minimum cost is \$600. It will be the tenant's responsibility to recover the costs from the moving company if any damage is caused to H2O Broadwater property. Any attempt to move outside the relevant times will result in a Breach Notice being served to the tenant.

**8. FURNITURE IN APARTMENTS & ON BALCONIES**

No furniture is to be removed from furnished apartments or common areas unless written authority is given by Management. We recommend using felt tip pads on the underside of your furniture legs to lower sound of furniture being moved and this will also protect damage to the tiles. Pot plants on balcony are allowed, however plants must not grow on walls or balcony balustrading and all pots MUST sit on trays to hold water and prevent dirt from staining tiles. Umbrellas are not allowed to be put up on balconies. Balconies are for outdoor furniture only and not to be used as a storage area. Do not lean against balcony glass panels.

**9. BALCONY GLASS BALUSTRADES**

Under NO circumstances is anything to be hung, attached or lean against the glass panels on the balconies.

**10. ALCOHOL & DRUGS**

Alcohol in moderation may be consumed only in designated areas of the premises and on the condition that it does not cause a nuisance to other residents, staff, owners, or managers at the facility. However, all are reminded that if alcoholic excess leads to unacceptable behaviour, its use is no excuse for the breach of House Rules. There is no alcohol or drinks of any kind in glass to be consumed in or around the swimming pool area. The possession and/or use of illegal drugs or the abuse of prescription drugs will not be tolerated and may result in Police involvement.

**11. CLEANLINESS OF UNITS & VACATING CONDITIONS**

Residents must maintain their apartments in a clean, safe, and hygienic manner. An inspection of apartments will take place approx. every 3 months. Tenants will receive notification from the Management of scheduled dates. Tenants are responsible for the cleaning of the filters in the air conditioner, washing machine (if supplied) & clothes dryer. This must be done on a regular basis.

Upon vacating the apartment, the apartment must be inspected and cleaned to professional standards. Not all cleaning companies provide a professional standard. If the company you choose does not do a satisfactory job, then H2O Broadwater will arrange our own cleaner at the tenants' cost. Any cleaning / maintenance / repairs will be paid for by the tenant. Inspections will not take place until the tenant has vacated the apartment and all belongings removed. Bond refunds will be in accordance with the Residential Tenancies Authority guidelines.

**12. ACCESS TO RESIDENTS' APARTMENTS**

Managers and their staff reserve the right to access apartments as prescribed in the terms of the Residential Tenancies Authority guidelines.

**13. DAMAGE & REPAIRS**

Wilful damage or damage caused through unacceptable behaviour will be repaired or replaced at the expense of the tenant or tenants involved. Damage to, or breakdown of any facility, fixture, item of furniture, furnishing, or equipment provided must be reported to the Manager within 24 hours of the damage or breakdown occurring.

**14. DISPOSAL OF RUBBISH**

All tenants are responsible for the disposal of rubbish from their units or from common areas used by them. There are rubbish chutes on each level. **NO GLASS items are to be placed into the rubbish chutes.** Each apartment will be provided with a Recycle Bin which is the responsibility of the tenant to empty into the recycle bins located in the B1 basement car park (refer to your Tenancy E-Book for information about recycling). Recycle bins must be returned in a **clean condition** upon vacating or a replacement fee of \$25 will apply. Please dispose of rubbish that cannot be placed in the chutes in a responsible manner. This is not the responsibility of the Management. Unwanted furniture **is not to be dumped in or near the rubbish bins** and must be removed off site by the tenant.



15. **DISPUTES**

Tenants are responsible for co-operating with one another and reaching an agreement between parties. Unresolved issues/disputes will be referred to the Manager/s for resolution/mediation.

16. **DISRUPTIVE BEHAVIOUR AND/OR EXCESSIVE NOISE**

All residents shall ensure that their behaviour does not interfere with the peaceful and quiet enjoyment of the other tenants. **All noise must cease by 10.30pm.** Behaviour such as abusive language, the creation of excessive noise, engaging in physical violence, bullying, harassment, or other acts of violence against people or property will not be tolerated and may result in Police involvement. Noise of all kinds is to be always kept to a minimum. The playing of radios, televisions, audio systems, computer games and musical instruments is to be kept at a level which does not interfere with the peace and quiet enjoyment of all other Tenants.

17. **PROHIBITED ACTIVITIES**

No form of business is to be conducted on or from the premises or apartments. As previously advised, the possession and/or use of illegal drugs or abuse of prescription drugs will not be tolerated and may result in Police involvement. Throwing or tossing of any items from apartment balconies is STRICTLY PROHIBITED and will result in immediate termination of your lease.

18. **TAKE-AWAY FOOD DELIVERIES**

For security reasons, when ordering deliveries of take-away food (eg Uber-Eats, Menu Log, etc) tenants are requested to come down to the entry foyer to accept your food delivery. Delivery drivers are not permitted to be given access above the Ground Level reception area.

19. **AIR BnB OR OTHER ACCOMMODATION BOOKING SITES**

Rental of entire apartment or individual rooms through Air BnB or any other accommodation booking site is strictly prohibited. Any tenants found to be advertising their apartment/rooms for rent will be given a Breach Notice and possible Notice to Leave.

20. **PROHIBITED ITEMS**

The following items are strictly forbidden to be brought into or near the premises by either residents or their visitors: No dangerous, lethal, or offensive weapon or firearm (whether registered or not), is allowed on the premises. Noxious, explosive, or other dangerous substances, illegal substances, materials, and goods (including the storage of stolen goods), and Supermarket shopping trolleys. No scooters, skateboards, bikes, or motorized equipment to be ridden on any common areas of H2O Broadwater complex.

21. **STEALING**

Residents caught stealing within the premises will result in Police involvement.

22. **SECURITY OF APARTMENTS**

Tenants are responsible for the security of their apartments. Access doors to the premises are to be kept always closed. Entry fobs and/or keys to any part of the premises are not to be given or lent to non-tenants without prior approval from Management.

23. **PERSONAL PROPERTY & POSSESSIONS**

All tenants are responsible for the safety and security of their personal property & possessions, including insurance if required. This includes any items left in/on any part of the complex or storage areas.

24. **ABANDONED GOODS**

The tenant is responsible for taking all their belongings from the premises at the end of the tenancy. The Lessor may not treat belongings left behind as the Lessors' property but must deal with them in accordance with the Residential Tenancies Act.

25. **ANIMALS**

**PLEASE NOTE: Tenants' guests or visitors are NOT PERMITTED to bring animals into apartments or onto the H2O Broadwater premises at any time.**

Tenants are **NOT** permitted to keep animals in apartments or on the premises at any time without the written authorisation from the Building Manager; wherein a formal Pet Application has been lodged and approved. If an animal is approved, any damage to the apartment & furnishings (if applicable) caused by the animal will be charged to the tenant for the replacement cost. H2O Broadwater policy is a strictly one (1) pet per household.



Should your apartment have an approved pet, it must not be on any common area except in exiting/entering your apartment and when doing so must be always suitably restrained. Any accidental soiling within common areas such as lobby's, lifts etc. must be immediately cleaned up and disposed of by the tenant responsible for the animal.

The tenant is to restrain or remove the animal from the premises for the duration of inspections arranged by the agent with the required notice given.

Note: H2O Broadwater Maintenance are not required to and may not be able to retrieve your pet if there is a fall incident. In the event of a fall incident, H2O Broadwater or the tenant may need to employ the services of a company immediately for the removal of the pet which may have fallen, and this will be at the cost to the tenant (pet owner).

26. **INCENSE STICKS / CANDLES AND SIMILAR**

Burning of incense sticks and/or candles or similar within an apartment is strictly prohibited as the smoke can cause false alarms with the Fire System which incurs fees from Qld Fire & Rescue Service. The costs associated with activation of the fire system caused by smoke or odours from these items will be the Tenants' responsibility.

27. **BBQs NOT PERMITTED ON BALCONIES**

Due to smoke emanating from BBQs affecting surrounding apartments and staining painted walls, BBQs are not allowed on apartment balconies or in the apartments. Anyone having a BBQ on their balcony will be responsible for any costs associated with repairing or repainting of all the surrounding walls and will be asked to remove the BBQ from the premises. Any walls that need to be repaired and painted must be completed by the authorised Dulux painter providing the warranty for the complex.

28. **FOBS POLICY**

Fobs which are either lost or stolen must be reported to the Manager's office as soon as possible after the discovery of the loss or theft. The fob will be deactivated, and a new fob is to be purchased at a cost of \$150.00. If a tenant locks themselves out of their apartment **during business hours**, they can be let in by Management. The first time this happens during business hours there is no charge. Thereafter a \$150.00 lockout fee will be charged during business hours. If a tenant is locked **out after hours** a lock out charge of \$150.00 will be charged whether it is the first time. Tenants have a duty of care to ensure the safety of all fobs and letterbox keys. If fobs and keys are not returned upon exit, you will be charged for replacement of these.

29. **VISITORS**

Residents may allow their own visitors only, except for the Police or other lawful authorities, into the complex. Residents are to ensure that their visitors are aware of the House Rules and abide by them. All residents are responsible for the cost of any repair or damage caused by their visitors. **No visitor is allowed to hold, keep or use a fob to any part of the premises.** If visitors cause problems, residents should immediately notify the Management. **NO VISITOR/GUESTS OF THE TENANTS ARE ALLOWED INTO PREMISES TO USE FACILITIES UNLESS ACCOMPANIED BY THE TENANT WHO IS OVER THE AGE OF 18. Visitor groups in apartments and in common areas are limited to a maximum of 10 people.**  
**Visitors are NOT permitted to bring their animals into the H2O Broadwater at any time.**

30. **WALLS & WINDOWS**

Residents are not permitted to affix any items to the walls or windows; this includes Blu-Tac, picture hooks/nails/glue or any similar substance. Any marks or damage will be the responsibility of the tenant and if there is any damage to the walls on vacating, the cost of repair/repaint is the tenant's responsibility.

31. **CARPET & UPHOLSTERY & UNIT CLEANING**

Final cleaning of the apartment must be done by professional cleaners. Management can recommend Bond Cleaners and carpet cleaners whose cleaning is to the required standard. Prices will vary according to the condition of the apartment and carpets after vacating.

32. **PARCEL LOCKER SYSTEM**

H2O Broadwater engage Last K Ventures to provide their Groundfloor automated parcel management services to tenants. For Groundfloor to deliver this service to you, H2O Broadwater shares your name, address, mobile number & email address. Last K Ventures does not share these details with any other entity and details are not shared for marketing purposes. Your details are used to receive and notify you of incoming parcels and deliveries. By accepting this tenancy agreement, you consent for H2O Broadwater to share these details with Last K adventures under the terms of their privacy policy.



33. **CAR PARKING**

Car bays **CANNOT BE SUBLET TO OTHERS**. Basement allocated car parking for residents is provided for the residents' vehicle only and vehicles must be parked in their allocated basement car space. Resident's cars are **NOT PERMITTED** to park in the Visitors Car Park at any time; the alternative for tenants with two cars is to utilise street parking. If your vehicle leaks oil, it is your responsibility to ensure that an oil drip tray be placed under vehicle. Any clean-up of oil damage to concrete will be charged to the tenant allocated to the car space, the starting figure of \$90 will apply. Car parking spaces are not to be used for storage of furniture or miscellaneous items; they are only for vehicle parking. Car parking onsite is at the vehicle owners' risk. Please drive **SLOWLY** through the car park – Note: Maximum speed with the car park area is 5 kms per hour.

34. **VISITOR CAR PARK & MAIN ENTRY PARKING SPACES** is only for visitors or restaurant patrons for parking on level one only **FOR UP TO 4 CONSECUTIVE HOURS PER DAY**. Tenant's visitors are permitted a maximum of four (4) night's stay in the Visitor Parking. Tenants must advise the apartment number and vehicle details (make, colour & registration number) to the After-Hours Nightwatchman Mobile. **Be aware that the car park is monitored regularly and vehicles overstaying the limit could be towed**, cost for retrieval is \$250 payable to the towing company. Car Parking Rules apply as displayed around the car parking areas. Car parking onsite is at the vehicle owners' risk. Please drive **SLOWLY** through the car park areas – Maximum speed is 5 kms per hours.

Note: Tenants' cars are **NOT PERMITTED** to park in the Visitor Car Park or Main Entry Parking spaces at any time.

35. **STORAGE UNITS**

If a tenant is renting a storage unit or storage cage, the tenant will not store any flammable liquid or any other product or substance that may cause harm or danger if combusted. The Landlord is not liable for goods stored within these units or cages.

36. **LIGHTS ON BALCONIES**

Party/string lights are not permitted to be strung anywhere on balcony railings or ceilings except for specified dates during the festive Christmas period, dates to be advised annually by Building Management.

37. **MAXIMUM NUMBER OF PERSONS ALLOWED ON BALCONIES**

The maximum number of persons allowed at any one time on balconies is 10.

38. **WRITTEN CONSENT FOR RECORDING DEVICES**

The Resident/s must not install and operate CCTV Cameras or any surveillance equipment including audio recording devices, within their apartment or courtyard/balcony without the lessor's written consent.

39. **LIME HIRE BIKES**

Lime bikes are not to be bought on the H2o Broadwater premises. Lime bikes are being left at the main entrance of Tower 1 and Tower 2. They are a trip hazard. In the event of an evacuation Lime bikes are obstructing a fast and safe evacuation. For safety reasons a breach notice will be issued if bikes are found to be on the H2o Broadwater grounds.

40. **RESPECTFUL BEHAVIOUR**

Please treat the H2O Broadwater Management and Team with respect. Threatening or aggressive behaviour will not be tolerated under any circumstances. Tenants visitors coming to H2o Broadwater , not acting respectfully of staff and others may be asked to leave .

40. **SCHEDULE OF FEES:**

Lock out fee - during business hours - \$150.00 [first time offence is free]  
Lock out fee - after business hours - \$150.00  
Access fobs (replacement if lost) \$150.00  
Letterbox key (replacement) - \$30.00

