

H2O Broadwater

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Annexure "A" for inclusion to lease terms and conditions

House Rules & By-Laws

Office Hours

Monday to Friday 9.00am to 5.00pm Closed for lunch between 12.00pm - 1.00pm
Saturday By appointment only
Sunday & Public Holidays CLOSED

Pool Hours: 7.00am – 9.00pm
Gym Hours: 7.00am – 9.00pm
BBQ Hours: 7.00am – 9.00pm

Noise Curfew from 10.30pm daily

After Hours Nightwatch 0478 111 503

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; it is your responsibility to replace the batteries when required. Management will replace for a fee if desired. Any tenant, or tenant's guest that causes the Fire Brigade to be in attendance at H2O Apartments due to vandalism/misbehaviour/mistake etc, will be responsible for paying a fee of approx. \$1,211.70 for a fire brigade call out or any cost from Wormald as a result of the event.

2. WASHING & LAUNDRY

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

3. 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 is to be disposed of in the bins/chutes provided.

4. SMOKING

H2O Apartments has a NON SMOKING policy in the apartment and common areas. The area of your balcony is a permitted zone; however please dispose of cigarette butts & ash responsibly. Do not throw butts or ash over balconies or in the gardens. Always be mindful of your neighbours health and wellbeing.

5. FURNITURE

No furniture is to be removed from 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 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.

6. 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 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.

7. CLEANLINESS OF UNITS

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 these dates. Tenants are responsible for the cleaning of the filters in the air conditioner, washing machine & clothes dryer. This must be done on a regular basis. If you are unsure how this is done please ask at reception. 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.

8. 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.

9. DAMAGE & REPAIRS

Willful 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.

10. 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 folder for information about recycling). Recycle bins must be returned in a clean condition upon vacating or a replacement fee 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.

11. DISPUTES

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

12. 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 kept to a minimum at all times. The playing of radios, televisions, audio systems, and musical instruments is to be kept at a level which does not interfere with the peace and quiet enjoyment of all other Tenants.

13. PROHIBITED ACTIVITIES

No form of business is to be conducted on or from the premises. As previously mentioned, 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.

14. 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

15. STEALING

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

16. SECURITY OF APARTMENTS

Tenants are responsible for the security of their apartments. Access doors to the premises are to be kept locked at all times. 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.

17. 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.

18. ABANDONED GOODS

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

19. ANIMALS

Tenants nor their visitors are permitted to bring or keep animals on the premises.

20. INCENSE STICKS / CANDLES AND SIMILAR

Burning of incense sticks and/or candles or similar is strictly prohibited as the odour can cause false alarms with the Fire System which incur 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.

21. FOBS POLICY

Fobs which are either lost or stolen must be reported to the Managers 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 \$50. 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 \$75 lockout fee will be charged. If a tenant is locked **out after hours** a lock out charge of \$75 will be charged whether or not it is the first time. Tenants have a duty of care to ensure the safety of all fobs and letterbox keys.

22. VISITORS

Residents may allow their own visitors only, with the exception of 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.**

23. 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. **Command Hooks** are the only acceptable form of adhesive allowed to hang/affix anything to your walls and must be removed by following the instructions. These are available in a variety of sizes at supermarkets and hardware stores.

24. FURNISHED APARTMENTS REPLACEMENT COSTS WHEN VACATING

It is a compulsory requirement that mattress protectors are provided by H2O Broadwater for furnished apartments and tenants will be charged for replacements at the end of their tenancy. Replacement of these items will be undertaken by Management to ensure that the same quality of goods are supplied. Costs - Queen Mattress Protector \$35.00, King Single Mattress Protector \$30.00. The cost for cleaning of any mattresses found to be stained at the end of the tenancy will be charged to the tenant. Costs – Queen Mattress clean \$60, King Single Mattress clean \$50. These costs must be paid prior to Bond being refunded.

25. CARPET & UPHOLSTERY & UNIT CLEANING

Final cleaning of the apartment must be done by professional cleaners. Management can recommend a Bond cleaner and carpet cleaner who cleans to the required standard, prices will vary according to the condition of the apartment and carpets after vacating.

26. CAR PARKING

Car bays **CANNOT BE SUBLET TO OTHERS**. Basement car parking for residents is provided for the residents' vehicle only. Vehicles parked in their allocated basement car space **MUST** display their barcode on the dashboard or risk being towed. Residents cars are **NOT PERMITTED** to park in the Visitors Car Park, 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 person responsible the starting figure of \$75 will apply. Car parking spaces are not to be used for storage of furniture or miscellaneous items, they are only for vehicle parking.

27. **Visitor Car Park** is only for visitors or restaurant patrons for parking on level one only **FOR UP TO 4 CONSECUTIVE HOURS PER DAY**. If visitors need to stay longer, the resident must pick up a Visitor Parking Permit from reception and display it on the dashboard of their visitor's vehicle. **Be aware that the car park is monitored regularly and vehicles overstaying the limit could be wheel clamped.** Cost for removal of wheel clamp is **\$100**. Car Parking Rules apply as displayed around the car parking areas. Car parking onsite is at the vehicle owners' risk. Please drive **SLOWLY** through car park.

28. **SCHEDULE OF FEES:**

- After hours lock out fee \$75
- Wheel clamp removal \$100
- Car Park Permits (replacement) \$5.00
- Access fobs (replacement if lost) \$50.00
- Garage Remote Controls \$80.00
- Letterbox key (replacement) \$20.00
- Recycle bin \$25.00
- Welcome Book \$25.00
- Photocopying - single-sided \$0.20 per page.

HOUSE RULES ARE SUBJECT TO CHANGE AS REQUIRED

I/we acknowledge and agree to the terms and conditions of the H2O Broadwater House Rules and By-Laws

Signed by Tenant:

Date: / /

Print Name:.....

Signed by Tenant:

Date: / /

Print Name:.....