



BUILDING RULES

Build-to-Rent Community — Resident Rules

ARTE Living Caringbah

51 President Avenue, Caringbah NSW 2229

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Issued by	[Building Management Entity]
Governing legislation	Residential Tenancies Act 2010 (NSW)

This document is a draft prepared for internal review. The appendix at the end is for internal use and must be removed before issue to residents.

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HOW THESE RULES WORK

1. PURPOSE AND STANDING

These Building Rules help everyone at ARTE Living enjoy a safe, clean, secure and respectful home. They apply to residents, occupants, guests, visitors and any contractor a resident engages. These Rules form part of your obligations under your Residential Tenancy Agreement, to the extent permitted by law. You are responsible for making sure your occupants, guests and visitors follow them while they are in the building.

2. WHAT PREVAILS IF THERE IS A CONFLICT

Where these Rules conflict with the Residential Tenancies Act 2010 (NSW), the Residential Tenancies Regulation 2019 (NSW), any other legislation, or your Residential Tenancy Agreement, the legislation and the Agreement prevail. Any part of these Rules that is inconsistent with the Act or is a prohibited term has no effect. Nothing in these Rules limits any right or obligation you, the landlord or the building operator have under applicable legislation.

3. CHANGES TO THESE RULES

We may update these Rules from time to time to reflect changes to building operations, facilities, legislation or safety requirements. We will give residents at least 14 days' written notice of any change, other than a change required immediately for safety or legal compliance. Changes will be reasonable and will not reduce your rights under your Agreement.

4. HOW COSTS ARE HANDLED

Where these Rules refer to a resident being responsible for a cost, that means the reasonable, actual cost of the loss or damage — not a fixed penalty. Any claim is made under your Residential Tenancy Agreement and the Residential Tenancies Act 2010, through the rental bond or the NSW Civil and Administrative Tribunal (NCAT). Fair wear and tear are never charged. Indicative service costs are published in the Resident Portal, so you know what to expect. These are estimates of actual cost, updated as supplier pricing changes.

LIVING WELL TOGETHER

5. A RESPECTFUL COMMUNITY

Residents must treat other residents, staff, contractors and visitors with courtesy and respect.

Residents must not:

- engage in threatening, intimidating, abusive, discriminatory or antisocial behaviour;
- behave in a way that unreasonably interferes with another resident's quiet enjoyment of their home;
- damage, misuse or interfere with building property, facilities or equipment; or
- use language or behave in a manner likely to cause offence in common areas.

Residents are expected to follow reasonable directions from Building Management concerning safety, security and building operations.

Aggressive, threatening or abusive behaviour towards building staff, contractors or other residents will not be tolerated and may be reported to NSW Police.

6. NOISE AND QUIET ENJOYMENT

Sound travels between apartments, along corridors and across outdoor areas. Residents must not create excessive or unreasonable noise that interferes with another resident's peace, comfort or privacy.

Quiet hours

Sunday – Thursday	10:00pm – 7:00am
Friday – Saturday	11:00pm – 8:00am

During quiet hours, keep noise to a minimum inside apartments, on balconies and in all common areas.

Please give particular thought at any hour to:

- loud music or television, subwoofers and amplified equipment;
- gatherings and raised conversation on balconies;
- moving furniture;
- doors slamming;
- washing machines and dryers running late;
- children playing in corridors, lobbies or lift areas; and
- pets barking or causing repeated disturbance.

If noise is a problem

Where you feel comfortable doing so, speak with your neighbour first — most issues resolve at that point. If it continues, report it in writing through the Resident Portal with the date, time, location and as much detail as you can. For serious or urgent disturbance outside office hours, contact the after-hours number, then follow up in writing. Call NSW Police on 000 if there are safety concerns.

7. GATHERINGS AND GUESTS

You are welcome to have guests. Reasonable gatherings in your apartment are fine, provided they do not create unreasonable noise, damage, safety concerns or disturbance.

You are responsible for the conduct of your guests, including their use of common areas and parking.

Residents must not:

- allow unauthorised persons into secure areas of the building;
- share access cards, keys, fobs or credentials with unauthorised persons;
- allow guests to tailgate through secure access points; or
- permit guests to use resident-only facilities unaccompanied where access is restricted.

Where a gathering is likely to affect common areas, lift capacity, security or other residents, please discuss it with Building Management in advance. We may set reasonable conditions where necessary for safety or resident amenity. No gathering may obstruct corridors, lifts, fire exits or other common areas.

Where a guest will stay for an extended period, the occupancy limits in your Residential Tenancy Agreement apply. Talk to us if your household is changing.

8. PETS

ARTE Living is a pet-friendly community. We know pets are family, and Caringbah is a great neighbourhood for them.

Under NSW rental law, you need the landlord's written consent before keeping an animal at the premises. You do not need consent for an assistance animal.

How to apply

- Complete the approved NSW pet application form, available from the Resident Portal or Building Management. Where there is more than one tenant on the Agreement, the application must be made jointly by all of you.
- We will respond in writing, in the approved form, within 21 days. If we do not respond within 21 days, your application is taken to be approved without conditions.

1. Consent may be refused only for the limited reasons set out in the Residential Tenancies Act 2010 — for example, where the premises are unsuitable for the animal, where keeping the animal would breach another law, or where the total number of animals would be unreasonable. If we refuse, we will explain why in writing.

2. We may instead approve your pet subject to reasonable conditions.

Approval applies to the specific animal in your application. Please submit a new application for an additional or replacement animal.

Once given, consent continues for the lifetime of that animal while you continue to live here. It is not affected by a change of landlord, managing agent or Residential Tenancy Agreement, and you will not be asked to reapply at renewal.

Living here with a pet

- Keep your pet on a lead or contained at all times in common areas, the car park and the podium.
- Clean up after your pet immediately, everywhere on site.
- Prevent excessive barking or repeated disturbance to neighbours.
- Do not leave your pet unattended in common areas.
- Provide a discreet toileting arrangement on balconies, keep balconies free of droppings, and make sure nothing leaks or falls to the apartment below.
- Pets are not permitted in the pool enclosure, the gym, or on food preparation surfaces in shared kitchen or BBQ areas.
- Pet waste must be bagged and placed in general waste, not in recycling and not left in chutes or bin rooms.

You are responsible for the reasonable cost of repairing damage caused by your pet, subject to tenancy legislation and fair wear and tear. Note that pet urine on carpet often cannot be remedied by cleaning alone.

9. CHILDREN

Children are welcome throughout the building and its facilities. Parents and guardians are responsible for supervision and for making sure children follow the rules displayed at each facility.

Children must not play in car parks, driveways, loading zones, fire stairs, lifts or bin rooms.

Where a facility specifies a minimum age or a supervision requirement, that requirement applies.

SECURITY AND ACCESS

10. BUILDING SECURITY

Security is a shared responsibility. Residents must:

- keep apartment doors locked when leaving;
- keep access cards, keys and remotes secure and not lend them out;
- report lost or stolen keys, cards or remotes immediately;
- not prop open security or fire doors;
- not allow unknown persons to follow them into secure areas;
- not interfere with security systems, cameras, access control or intercoms; and
- report suspicious behaviour to Building Management, or to 000 where appropriate.

Do not copy, modify or reproduce building keys, access cards or remotes for common areas of the building.

Your apartment lock. You may alter, add or remove a lock or security device on your own apartment only if we agree, or where you have a reasonable excuse — for example, in an emergency, following an order of the Tribunal, after a co-tenant's tenancy ends, or where an apprehended violence order applies. If you do, please give us a copy of the new key or opening information within 7 days, as the Residential Tenancies Act 2010 requires. Tell us as soon as you can so our records and emergency access stay current.

Lost keys and access devices. Because the key system is security-restricted, only Building Management can order replacements. Your first set of keys and access devices is provided free of charge. Where you need a replacement or an additional copy, we may recover the reasonable actual cost of providing it, and indicative costs are published in the Resident Portal. Please report a loss straight away so we can consider whether any further security measure is needed.

Visitors access the building via the intercom at the main entrance. Please meet your guests at the entrance where building security procedures require it.

11. SECURITY CAMERAS AND PRIVACY

Cameras and security systems operate in common areas for safety, security and building management purposes, subject to applicable privacy laws and our Resident Privacy Notice. Cameras are not installed inside apartments or in any area where residents have a reasonable expectation of privacy.

Do not interfere with, cover, damage or tamper with security equipment.

Footage is retained and accessed only in accordance with our Privacy Notice.

12. ACCESS TO APARTMENTS

We will only enter your apartment in the circumstances and with the notice required by the Residential Tenancies Act 2010 and your Residential Tenancy Agreement. Notice will be given in writing except where the Act allows immediate entry — for example, in an emergency or to carry out urgent repairs.

Please provide access where it is required under the Act, and do not obstruct access that is being exercised in accordance with the Act by Building Management, the ARTE Repairs & Maintenance team, contractors or emergency services.

Routine inspections are carried out no more than four times in any 12 months, and we will give you at least 7 days' written notice each time. You are welcome to be present but do not need to be.

Where we are entitled to enter without your consent, we will do so between 8:00am and 8:00pm, and not on a Sunday or public holiday, except in an emergency, to carry out urgent repairs, where we reasonably believe the apartment has been abandoned, or under an order of the Tribunal. A contractor entering without your consent must hold our written authority and produce it to you on request.

COMMON AREAS AND FACILITIES

13. COMMON AREAS GENERALLY

Common areas must be kept clean, accessible and safe. Residents must not:

- store personal belongings — including shoes, prams, bicycles, furniture, plants or rubbish — in corridors, stairwells, lobbies, fire exits or outside apartment doors;
- block accessways, doors, lifts or emergency exits;
- damage walls, floors, doors, furniture or building property;
- interfere with building equipment; or
- use common areas for unsafe or unreasonable activities.

Personal items left in common areas may be moved where necessary for safety, access or building operations, and stored for you. We will attempt to contact you first where practical. We will not dispose of anything without following the process required by law.

Drones must not be flown from or within the building or its grounds.

14. RESIDENT FACILITIES

The building provides the following resident facilities: the swimming pool, the gym, the sauna and wellness centre, the courtyard and BBQ facility, the Business Centre, the Quiet Rooms, the ARTE Lobby and parcel lockers, and, for residents who lease them, a car space and a storage cage. Residents must comply with the rules displayed at each facility and any booking procedures in the Resident Portal.

Residents must:

- leave facilities clean and tidy;
- respect booking times and occupancy limits;
- use equipment for its intended purpose;
- report damage or hazards to Building Management; and
- respect other residents using the facility.

Please do not monopolise facilities or prevent other residents from reasonable access.

Facilities are provided for residents. Guests are welcome in the pool, the courtyard and the BBQ facility when accompanied by a resident, subject to occupancy limits. A guest must arrive with, remain with and leave with the resident hosting them. The gym, the sauna and wellness centre, the Business Centre and the Quiet Rooms are for residents only, and guests are not permitted in them.

Building Management may close a facility temporarily for maintenance, repair, safety or a scheduled community event. We will give notice where practical.

The ARTE Lobby and Concierge. The ARTE Lobby on the Ground Floor is staffed by the Concierge team during published hours. The Concierge can help with parcels, visitor queries, access devices and general building matters. Please treat the Lobby as a shared resident space and keep it clear, quiet and tidy — two of the Quiet Rooms open off it.

15. GYM AND FITNESS AREAS

- Wear appropriate closed footwear and clothing, and bring a towel.
- Use equipment only for its intended purpose, and return weights and equipment after use.
- Do not drop or throw weights.
- Wipe down equipment after use.
- Keep noise down, particularly early and late in the day.
- Please do not use the gym when unwell in a way that may expose others to illness.
- The gym is unstaffed and unmonitored. Residents use it at their own risk.
- Do not use the gym or equipment while affected by alcohol or drugs, or where a medical condition makes doing so unsafe.

Age restriction: [confirm — comparable operators set 16; consider 16 with supervision, 18 unaccompanied]

16. SAUNA AND WELLNESS CENTRE

The sauna and wellness centre is for residents only and is unstaffed. Heat exposure carries real health risks, so please use it sensibly.

- Residents aged 18 and over only. Children are not permitted in the sauna at any time, whether supervised or not.
- Do not use the sauna if you are pregnant, or have a heart condition, high or low blood pressure or any medical condition affected by heat, unless your doctor has told you it is safe.
- Do not use the sauna while affected by alcohol or drugs, or immediately after strenuous exercise without cooling down first.
- Limit each session to a maximum of 15 minutes, and drink water before and after.
- Leave immediately if you feel dizzy, faint or unwell.
- Shower before entering, sit on a towel, and wear appropriate attire.
- Do not place towels, clothing, water, oils, fragrances or any other object on or near the heater.
- Do not adjust, override or tamper with the temperature controls, timer or thermostat.
- No glassware, food or electronic devices in the sauna cabin.

The sauna and wellness centre is unstaffed and unmonitored. Residents use it at their own risk.

Report any fault with the heater, timer, door or ventilation immediately, and do not use the sauna until Building Management confirms it is safe. Wellness spaces are for personal use only — commercial services, including massage and personal training businesses, require written approval.

17. SWIMMING POOL

The rules displayed at the pool apply, along with these:

- No glassware in the pool area.
- No running, diving or unsafe behaviour.
- Children must be supervised by a responsible adult at all times.
- Shower before entering where required, and wear appropriate swimwear.
- Do not enter while affected by alcohol or drugs where doing so creates a safety risk.
- Keep noise at a level considerate of apartments overlooking the area.
- Dry off before re-entering the building.
- Do not prop, climb on or interfere with the pool gate or fencing. Report immediately if the gate does not self-close and self-latch.

18. COURTYARD AND BBQ FACILITY

The courtyard and the BBQ facility are shared outdoor spaces for all residents.

- Clean the BBQ after use — plate, grill and surrounds — and leave the area ready for the next resident.
- Dispose of rubbish properly. Do not leave food, oil or packaging behind.
- Comply with posted operating hours and occupancy limits.
- Do not move courtyard furniture between areas or remove it from the courtyard.
- Do not damage landscaping, planting or fixtures.
- Keep pets on a lead and supervise children.
- Keep noise at a level considerate of apartments overlooking the courtyard, particularly approaching quiet hours.

Amplified sound systems, live music and gatherings likely to affect other residents require prior discussion with Building Management under section 7.

Open flames. Open flames, fire pits, portable gas burners, fireworks and other ignition sources are prohibited in the courtyard and in all common areas, other than the building's own BBQ equipment used as intended.

Nothing is to be thrown or dropped from balconies or elevated areas at any time.

19. BUSINESS CENTRE AND QUIET ROOMS

The Business Centre and the Quiet Rooms — four in the Business Centre and two off the ARTE Lobby — are for residents only. Guests are not permitted.

- Use them for professional work, study and meetings.
- Quiet Rooms must be booked through the Resident Portal. Book only what you need, and cancel promptly if your plans change.
- Use headphones for calls in the open areas of the Business Centre.
- Do not occupy a shared desk or a Quiet Room as a permanent private office.
- Do not leave personal items, equipment or documents unattended, and clear your space when you finish.
- Keep conversation at a considerate level, particularly in the Quiet Rooms off the ARTE Lobby.
- Do not remove furniture, equipment or stationery from the Business Centre.

Repeated failure to attend a Quiet Room booking may result in reasonable, time-limited booking restrictions after notice. This affects the booking system only and does not restrict your general access to the facility.

Client or customer visits into the building require prior approval where they may affect security or resident amenity. The apartment and the facilities must not be used as a business premises — see section 36.

20. LIFTS

- Let passengers exit before entering.
- Do not overload lifts or interfere with lift controls or emergency equipment.
- Keep pets restrained.
- Keep rubbish, furniture and other items under control.
- Report faults or damage promptly.

Move-ins, move-outs and bulky deliveries require a lift booking under section 22.

Blocking lift doors or interfering with lift operation can disable the lift for the whole building and trigger a technician callout. The reasonable cost of any such callout, and of any damage, is recoverable from the resident responsible.

YOUR APARTMENT

21. BALCONIES AND WINDOWS

Balconies are part of your home — please use them safely and keep them presentable from outside. Residents must not:

- throw, drop or allow objects to fall from balconies or windows;
- hang or drape items over balustrades, including laundry, towels and bedding;
- use balconies for storage of boxes, bicycles or bulky items;
- store prohibited or dangerous materials on balconies;
- install fixtures, screens, awnings, shade sails or fencing without written approval;
- shake rugs or bedding over the edge;
- allow water — including from watering plants — to drain onto apartments or common areas below; or
- place items on or over air-conditioning units.

Portable clothes airers must be kept inside.

Gas BBQs: [confirm position. If permitted, restrict to one 9kg bottle per balcony and require compliance with fire safety requirements. If the building has an all-electric ESD position, prohibit and note that BBQ facilities are provided in the courtyard]

22. MOVING IN AND MOVING OUT

All move-ins, move-outs and bulky deliveries must be booked with Building Management in advance through the Resident Portal, and are subject to availability.

Booking gives you exclusive use of the protected service lift for your window, lets our team fit lift and corridor protection beforehand, and prevents two households moving at once.

- Permitted times: Monday to Saturday, [TIMES]. No move-ins or move-outs on Sundays or public holidays.
- Key collection cannot occur before your lease start date.
- Use the protective coverings provided and keep common areas clear.
- Remove all packaging from site. Do not put packaging in the building's bins or chutes.
- Make sure removalists and contractors you engage follow these Rules.

Unbooked moves may be delayed until a window is available. Reasonable repair costs for damage caused by a resident, their guests, removalists or contractors are recoverable under section 4.

23. ALTERATIONS AND MAKING IT HOME

We want the apartment to feel like yours. Reasonable requests are welcome — submit them in writing through the Resident Portal before any work starts.

Written approval is required before:

- installing fixtures, shelving or wall-mounted televisions;

- drilling into walls;
- painting;
- installing flooring, appliances, air-conditioning, security devices, satellite dishes or antennas; or
- altering plumbing, electrical systems or balconies.

Structural, electrical, plumbing and other significant alterations require approval and appropriately licensed trades in all cases. Approval may require you to make good at the end of your tenancy.

If you install a fixture at your own cost, you may remove it before you give vacant possession, provided you repair any damage removal causes or meet our reasonable cost of doing so. This does not apply to a fixture installed at our expense.

Where an alteration is one you are entitled to make under the Residential Tenancies Act 2010, we will not unreasonably refuse consent, and we will respond within the timeframe the Act requires.

24. MAINTENANCE AND DAMAGE

Report maintenance issues, leaks, damage, faults and safety concerns promptly through the Resident Portal. Requests are handled by the dedicated ARTE Repairs & Maintenance team, who are the tradespeople nominated under your Residential Tenancy Agreement.

Urgent repairs. Call the after-hours emergency number immediately for any of the following:

- a burst water service, or a serious water leak, flooding or serious flood damage;
- an appliance, fitting or fixture that uses or supplies water and is broken or not working properly, so a substantial amount of water is being wasted;
- a blocked or broken lavatory system;
- a serious roof leak;
- a dangerous electrical fault;
- serious storm or fire damage;
- a failure or breakdown of the electricity or water supply to your apartment;
- a failure or breakdown of an essential service for hot water, cooking, heating, cooling or laundering — including the supplied washer/dryer or cooktop; or
- any fault or damage that makes the apartment unsafe or insecure, including a failed lock.

These are the urgent repairs set out in the Residential Tenancies Act 2010. Contact us first and give us a reasonable opportunity to arrange the repair — we would almost always rather send our own team. If you cannot reach us, or we do not act within a reasonable time, the Act allows you to arrange the urgent repair yourself using a suitably licensed or qualified person and to be reimbursed up to the amount the Act prescribes. Give us written notice of the repair and the cost with receipts as soon as you can afterwards, and we will reimburse you within 14 days.

Other than an urgent repair arranged as described above, please do not attempt repairs involving electricity, plumbing, fire systems, security systems or building infrastructure unless you are appropriately qualified and authorised. Nothing in these Rules limits your rights in relation to urgent repairs under the Act.

Take reasonable steps to prevent further damage while you wait for us — for example, turning off a tap or isolation valve, and mopping up water.

Washing machines. Where you install your own machine, check the connection with a full load while you are at home. Incorrect connections are the single most common cause of apartment flooding. Clean dryer lint filters after every use.

Contractors you engage must comply with building access procedures, avoid obstructing common areas, protect building property, remove their rubbish, work only in approved areas and times, and follow reasonable directions from Building Management.

25. UTILITIES AND WATER

Use water, electricity and other utilities responsibly. Report leaks, running toilets and faulty taps promptly — they waste water and can cause damage. Do not interfere with meters, utility infrastructure or building services.

Water usage. Your apartment is separately metered for water. We may only charge you for water usage where the apartment is separately metered and contains the water efficiency measures prescribed under the Residential Tenancies Act 2010, and the charge will never exceed what we are billed for the water you used.

- We will give you a copy of the relevant part of the water bill, or other evidence of the cost.
- You will have at least 21 days to pay.
- We will request payment within 3 months of the bill being issued.
- You receive the benefit of any rebate we receive on water usage charged to you.

No gas is connected to apartments. Gas appliances must not be used or stored anywhere in the building (see section 21).

26. LAUNDRY

Each apartment has its own washing machine and dryer. Run them considerately, particularly during quiet hours. Do not overload machines, leave water running unnecessarily, or put prohibited items in dryers. Clean the lint filter after every use.

SAFETY

27. FIRE SAFETY AND EMERGENCIES

Fire safety requirements are strictly observed. Residents must not:

- obstruct fire exits or block emergency access;
- tamper with smoke alarms, sprinklers, extinguishers, hose reels or other fire equipment;
- prop open fire doors;
- store combustible materials in prohibited areas; or
- interfere with evacuation signage or emergency systems.

Notify us immediately if a smoke alarm fails or if fire equipment has been used so it can be replaced.

If the evacuation tone sounds, evacuate immediately by the nearest fire stair. Do not assume it is a false alarm or a drill. Do not use the lifts. Do not delay to collect belongings. Follow the evacuation procedure displayed on your floor and any instruction from emergency services or Building Management.

Cooking smoke. If your apartment fills with smoke and there is no fire, do not open your door to the corridor — this can trigger the building alarm and a full evacuation. Open balcony doors and windows and use your rangehood. Where Fire and Rescue NSW charges us for an avoidable callout caused by a resident's actions, we may recover the reasonable actual amount charged, in accordance with your Residential Tenancy Agreement and section 4.

Fire drills are held periodically and all residents are asked to participate.

28. ELECTRICAL SAFETY AND BATTERY CHARGING

Use only approved appliances in good working order. Do not overload power points or use unsafe devices or damaged leads.

Lithium batteries. E-bikes, e-scooters and their batteries must not be charged anywhere in the building, including inside apartments, on balconies, in corridors, in stairwells, in storage cages and in car spaces. [If a designated charging area is provided, replace this prohibition with a rule permitting charging in that area only, using the manufacturer's approved charger and never unattended.] Damaged, swollen, punctured or otherwise unsafe batteries must not be charged or stored anywhere in the building — report them to Building Management for safe disposal.

Test the safety switch on your distribution board every three months by pressing the TEST button. If it does not trip, contact Building Management.

29. SMOKING AND VAPING

ARTE Living is a non-smoking building. Smoking and vaping are prohibited inside apartments, on balconies, and in all common areas and facilities, including the car park.

[Confirm: whether a designated outdoor smoking area is provided. A whole-of-site ban is cleaner to enforce but pushes smoking to the President Avenue frontage]

Smoke must not be allowed to enter another apartment, a common area or the building's ventilation system. Cigarette butts must never be discarded from balconies or windows, or into gardens, drains or common areas.

Residents are responsible for the reasonable cost of damage, cleaning or remediation caused by smoking or vaping.

This clause is also recorded as an additional term of your Residential Tenancy Agreement.

30. PROHIBITED ACTIVITIES

The apartment and building must not be used for any unlawful activity.

Do not possess, store or use dangerous, hazardous or illegal materials in a way that creates a risk to people or property. Firearms, ammunition, explosives, fuel and similar materials must not be stored in apartments, on balconies, in storage cages or in car spaces.

Any activity creating a material safety, security, health or nuisance risk is prohibited.

BUILDING OPERATIONS

31. WASTE AND RECYCLING

All waste must go into the designated waste and recycling facilities.

- Bag and tie general waste before placing it in the chute. No loose glass or breakables.
- Do not force items into the chute — blockages are expensive to clear.
- Separate recycling as required and place it in the recycling room. Break down all cardboard, including furniture, appliance and delivery boxes.
- Do not put polystyrene, soft plastics, clothing, food waste or e-waste in recycling bins.
- Do not overfill bins or dispose of hazardous materials in general waste.
- Do not leave rubbish in corridors, lobbies, lifts, outside apartment doors or beside bins.
- Furniture, mattresses, appliances and other bulky items must not be put in bins or left in bin rooms. Arrange a Sutherland Shire Council bulky waste collection or take them to a Council facility.

Reasonable costs of clearing improperly disposed waste attributable to a resident or their guests are recoverable under section 4.

32. DELIVERIES AND PARCELS

Collect deliveries promptly. Couriers must not be given unrestricted access to secure areas of the building, and must not be authorised to leave parcels at building entrances.

Do not leave parcels or deliveries in corridors, lifts, fire exits or in front of apartment doors.

Parcel lockers. Parcel lockers are located in the ARTE Lobby on the Ground Floor. You will receive a notification and a collection code when a parcel is delivered. Please collect parcels **within 72 hours, and collect perishable or refrigerated items immediately. Oversized items that do not fit a locker are held**

by the Concierge — contact us in advance for large deliveries. Where locker capacity is needed, uncollected items may be moved to the Concierge desk and held for you.

The building, Building Management and Property Management are not responsible for lost, stolen or damaged parcels, except as required by law.

33. PARKING AND VEHICLES

Park only in your allocated space, and only a registered vehicle. Residents must not:

- park in another resident's space, or in visitor spaces contrary to the posted rules;
- block driveways, loading zones, fire exits or emergency access;
- store unregistered or inoperable vehicles without approval;
- carry out vehicle repairs in common parking areas unless authorised; or
- use a car space for storage of anything other than the vehicle.

Observe posted speed limits and traffic directions. Check your vehicle height against the car park clearance before entering. Oil stains in your space are your responsibility to remove.

Keep your vehicle details current with Building Management, and tell us if another resident is using your space. You are responsible for your guests' parking. Vehicles parked in unauthorised areas may be issued a notice or towed at the owner's expense.

34. BICYCLES, SCOOTERS AND MOBILITY DEVICES

Store bicycles, scooters and similar items inside your apartment, or in a storage cage you lease. They must not be left in corridors, stairwells, lifts, in front of fire exits, on balconies, or anywhere they create a hazard.

Charging of electric bicycles and scooters is governed by section 28.

The building is not responsible for theft of or damage to bicycles or scooters stored on site.

35. STORAGE CAGES

Storage cages are leased separately from the apartment and are limited in number. Where you lease a cage:

- store only dry, non-perishable household goods;
- do not store flammable liquids, gas cylinders, batteries, fuel, paint, chemicals or other hazardous materials;
- do not store food or anything else that may attract pests;
- keep everything inside the cage — nothing may protrude, overhang or lean against the mesh; and
- do not sleep, work or carry out any activity in the storage area.

Keep the access ways in the storage area clear at all times. The building is not responsible for loss of or damage to goods stored in a cage. Residents are encouraged to hold contents insurance.

36. COMMERCIAL ACTIVITY AND SHORT-TERM LETTING

The apartment must be used as a residence, not as a business premises. A home office that creates no nuisance and complies with Council requirements is fine.

Short-term letting is prohibited. You must not list, advertise or offer the apartment on Airbnb, Stayz or any similar platform, and you must not sub-let or assign your tenancy except with written consent in accordance with your Residential Tenancy Agreement and the Residential Tenancies Act 2010.

37. COMMUNITY EVENTS AND PHOTOGRAPHY

We run a resident events program and will use common areas for it from time to time, with notice.

Where we photograph or film at an event or for marketing, we will tell you in advance, offer you a practical way to opt out, and will not use images identifying you without your consent.

We will not publish any photograph or recording of the inside of your apartment in which your possessions are visible without your written consent.

38. REPORTING ISSUES

Please tell Building Management promptly about safety hazards, security concerns, damage to common property, water leaks, fire or smoke hazards, unauthorised access, serious noise or antisocial behaviour, and anything else needing urgent attention.

The Resident Portal is the preferred channel — it creates a record and routes your request to the right person. Use the after-hours emergency line for urgent matters. In an emergency, call 000.

39. FEEDBACK AND COMPLAINTS

Submit complaints in writing through the Resident Portal with the date, time, location and details. We will deal with them promptly and protect your confidentiality as far as practical.

If a matter is not resolved, either party may apply to NCAT. Nothing in these Rules limits your right to do so, or to contact NSW Fair Trading on 13 32 20.

40. BUILDING MANAGEMENT DIRECTIONS

Building Management may issue reasonable operational instructions from time to time to protect resident safety, maintain security, protect common property, manage facilities, address maintenance, coordinate contractors and inspections, manage emergencies, and keep the building running well. Residents are expected to comply with reasonable directions.

IF THINGS GO WRONG

41. BREACH OF THESE RULES

Where a resident breaches these Rules, we will respond proportionately to the circumstances. Depending on the nature and seriousness of the breach, that may include:

1. an informal conversation or reminder;
2. a written notice asking you to rectify the breach;
3. a formal written warning;
4. recovery of reasonable costs in accordance with section 4;
5. issuing a breach notice or termination notice under the Residential Tenancies Act 2010; or
6. other action available under applicable legislation.

We will raise concerns with you and give you a reasonable opportunity to respond and to fix the problem before escalating, except where safety requires immediate action.

Where it would help, we may offer a short written plan setting out the concern, what would resolve it, and a review date. Taking part is voluntary. It is not a step required by law, and declining does not affect your rights.

Access to facilities. Your access to resident facilities is part of what you are paying for and will not be withdrawn as a penalty. We may exclude a person from a facility only where there is a genuine and immediate safety risk, or where required by law, and only for as long as that risk continues. We will confirm any exclusion in writing with reasons.

Nothing in this section limits any right or obligation of the resident, landlord, property manager or building operator under applicable legislation.

ACKNOWLEDGEMENT

By signing the Residential Tenancy Agreement, the resident acknowledges having received, read and understood these Building Rules and agrees to comply with them, to the extent permitted by law.

The resident acknowledges responsibility for ensuring their occupants, guests and visitors comply with these Rules while attending the building.

Resident name	
Apartment	
Signature	
Date	

BUILDING CONTACT DETAILS

Building Management	[NAME / CONTACT]
Office hours	[HOURS]
Property Management	[NAME / CONTACT]
After-hours emergency	[NUMBER]
Maintenance requests	Resident Portal – [DETAILS]
Emergency	000
NSW Fair Trading	13 32 20
Sutherland Shire Council	9710 0333

APPENDIX — REVIEW NOTES

Internal use only. Not for issue to residents — remove this appendix before publication.

A. ITEMS REQUIRING LEGAL REVIEW BEFORE ISSUE

#	Clause	Issue
1	§8 Pets	Confirm the pet process against the current Fair Trading standard form and the pet-specific additional terms (carpet cleaning, fumigation). Those additional terms are only valid where reasonable for the animal and the premises. Do not restate a "no pets" default anywhere in marketing collateral.
2	§4 Costs	Confirm no clause reads as a liquidated penalty. Published figures must be evidenced as actual cost or they are unenforceable. Do not adopt a fixed lift-interference figure.
3	§29 Smoking	A building-wide smoking and vaping prohibition needs to sit in the RTA additional terms, not only in the Rules, to be enforceable against a tenant.
4	§36 Short-term letting	Same point — mirror as an additional term. Check against the sub-letting provisions in the standard form, which prevent unreasonable refusal of partial sub-letting.
5	§41 Breach	Drafted to avoid punitive amenity suspension. Any change here should be reviewed against quiet enjoyment obligations.
6	§12 / §24	Entry notice periods deliberately reference the Act rather than restating fixed hours, so the document does not go stale on the next amendment.
7	§14 Facilities	Facilities are an inclusion under the tenancy agreement. Draft the Agreement so that temporary closure for maintenance is contemplated, or a long closure may support a rent reduction claim.

B. PLACEHOLDERS TO RESOLVE

- Which areas guests may use, and the gym / sauna membership sign-up process (§14, §15, §16)
- Gym minimum age and supervision rule (§15)
- Gas BBQ position on balconies vs all-electric ESD strategy (§21)
- Move-in permitted hours and service lift identification (§22)
- Designated outdoor smoking area, or whole-of-site ban (§29)
- Designated lithium battery charging area, or confirm the building-wide prohibition (§28)
- Courtyard, BBQ and Quiet Room operating hours, capacity limits and booking limits (§18, §19)
- Resident Portal platform and after-hours contact (§38, contacts table)

C. DELIBERATE DEPARTURES FROM THE SOURCE DRAFT

Source draft	Change	Reason
37 sections, several duplicated	Consolidated to 37 numbered but non-overlapping sections; rubbish/recycling, quiet enjoyment and access merged	The source repeated §16/§17, §3/§33 and §7/§25
Pets deferred to "applicable building requirements"	Full NSW consent process, pet-friendly positioning	Post-19 May 2025 framework; also supports the Caringbah leasing proposition
Facility suspension as a sanction	Removed; safety-only exclusion	Amenity is a paid inclusion; punitive removal is an NCAT risk
No cost mechanism	§4 explains bond/NCAT and actual-cost basis	Removes the main source of resident disputes
No move-in procedure	§19 booking, lift protection, permitted days	Standard practice among Australian BTR operators; protects lifts and corridors in a 126-unit building
No lithium battery provisions	§25 designated charging, no in-apartment charging	Now a primary insurance and fire-engineering concern in multi-residential
Silent on drones, community events, privacy	Added §13, §33, §11	Operational gaps in a managed BTR context
Rules "may be reasonably updated"	14 days' notice, no reduction of rights	Bare unilateral variation right is weak against a tenant

D. WORTH CONSIDERING FOR THE TENANCY AGREEMENT, NOT THE RULES

- Internal transfer right — comparable operators allow one penalty-free transfer within the community per 12 months after six months' residency, with the resident still covering cleaning and a minimum 12-month new term. For a 126-unit asset this is a cheap retention lever: it converts a churn event into a re-lease.
- Contents insurance — recommend it clearly at move-in; the owner's policy does not cover resident contents.
- Condition report — set the return window and make clear that a report not returned is taken as accepted.
- Arrears procedure — publish the escalation steps so residents know what happens and when, mapped to the correct NSW notice forms.

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