

**USJONE**

OWNER'S HANDBOOK



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# 1.0

## PREAMBLE





## 1.1 GENERAL

- a) The House Rules herein contain the by-laws, rules and regulations in respect of the subdivided building of USJ ONE pertaining to:-
  - (i) The use of the Parcels and the Common Property; and
  - (ii) The conduct and obligations of the Parcel Owners and their Permitted Users.
- b) The purpose of these House Rules is to regulate the use and enjoyment of the Parcels and the Common Property in USJ ONE and the management and administration of the Building as well as the affairs of the parties in relation to each other pertaining to the residential/retail/office Parcels in the Building.
- c) The House Rules is to promote the beneficial occupation and peaceful enjoyment of the Parcels and the Building therein; to protect all Occupiers from annoyance and nuisance caused by any improper use of the Parcels and the Common Property.
- d) Every Parcel Owner shall notify all the Occupiers of his Parcel including tenants, lessees, employees, servants, agents, licensees, invitees, permitted users, permitted assigns and independent contractors, thereof to the Building of the Owner's obligations in the House Rules and ensure, procure and cause all such persons to abide by and perform such obligations and provisions of the House Rules herein.
- e) All Parcel, Owners, Occupiers and Invitees in the Building shall be bound by these House Rules which govern the occupation, enjoyment and usage of the Building and its facilities.
- f) The Management may from time to time, deems fit to impose any other by-laws made from time to time by the Management pertaining to the Parcels and/or the Building, including any modifications and amendments, thereof, or additions or deletions thereto.
- g) The Management may from time to time as it deems necessary/fit amend the House Rules, in accordance with the provisions of the Strata Management Act (Act 757), its Regulations and the Strata Titles Act (Act 318).

Suggestions are always welcomed from all Occupiers but must be put in writing to the Management, who reserve the right to accept or reject any suggestions.

## 1.2 DEFINITIONS

In these House Rules, unless the context otherwise requires, each of the following words or expressions shall have the meaning stated against it below:-

- 1) "Accessory Parcel" means any parcel shown in the Site Plan, Storey Plan, Accessory Parcel Plan and Strata Plan as an accessory parcel, which is used in conjunction with a Parcel and cannot be sold independently of the Parcel. It includes but is not limited to an Accessory Car Bay that is attached to a Parcel in the strata title of the Parcel.
- 2) "Authorities" means any Governmental, Semi or Quasi-Governmental, State, Local Authorities and/or Statutory Boards or Departments, Agencies, Bodies or Utility Service Providers (which shall include without limitation to TNB, SYABAS and/or IWK) with authority to exercise its rights or jurisdiction in connection with or affecting the Building and/or any matter arising out of the terms of the House Rules. It has the same meaning as Appropriate Authorities.
- 3) "Block" means a Block of the commercial Parcels including the Common Property, therein as comprised in the subdivided Building.
- 4) "Building" means all Blocks of the subdivided building including the Common Property as comprised in the Project.
- 5) "Car Park" means the car parking bays within the Building. It has the same meaning as Car Park Areas.
- 6) "Common Facilities" means such facilities as may be provided from time to time by the Developer or the Joint Management Body or the Management Corporation as the case may be; and are used or capable of being used or enjoyed in common by all the Owners/Occupiers.
- 7) "Common Property" means so much of the subdivided Building and the Land as is not comprised in any Parcel (including any Accessory Parcel), as shown in the approved Building Plan and Strata Plan. It includes but not limited to those items of the subdivided Building and Land that are used or capable of being used or enjoyed in common by all the Owners/Occupiers such as the roofs, external walls and building facade, corridors, staircases, common fixtures and fittings, pipes, wires, cables, ducts, lifts, main refuse chamber, drains, sewers and all such other facilities and installations.
- 8) "Consent of the Management" or words to the similar effect means a consent in writing signed by or on behalf of the Management; and "approved" and "authorized", or words to similar effect means (as the case may be) approved or authorized in writing by the Management.

- 9) "Defaulter" is defined as an Owner of a Parcel who has any outstanding contribution to the Management Fund (including but not limited to whatsoever charges, levies, non-compliance charges, damages, cost of damage to Common Property or expenses whatsoever arising from the Management as the case may be to take proceedings as agent for an Owner in case of defects to his Parcel) that is not settled within fourteen (14) days from the date of invoicing or notification.
- 10) "Developer" means PJD Landmarks Sdn Bhd and includes its successors-in-title and permitted assignees and shall wherever the context permits include the Developer's representatives, agents, employees and any person or persons authorized by the Developer to manage USJ ONE.
- 11) "Invitee" refers to any person or Invitee who is not an Occupier and whose presence in the Building is at the invitation of an Owner or Occupier. This shall include any person who is employed with the same organization as the occupier but who is not stationed at the Occupier's premises. It has the same meaning as Invitee and guest.
- 12) "Joint Management Body" means the USJ ONE Joint Management Body established pursuant to the Strata Management Act upon the convening of its 1st Annual General Meeting by the Developer during the interim period prior to the formation of USJ ONE Management Corporation; and shall consists of the Developer and all the Parcel Proprietors.
- 13) "Internal Parcel Repair" means any repair, maintenance or replacement of any pipe, cable, duct or any other items whether or not located within the boundaries of the Parcel, but which is for the exclusive use of the Parcel only and which shall be the liability and responsibility of the Owner to carry out such repair, maintenance or replacement, at the Owner's sole cost and expense.
- 14) "Lessee" means any person or corporate entity occupying a Parcel pursuant to a lease agreement (exceeding three years term) with the Parcel Owner.
- 15) "Management" means the Developer or the Joint Management Body or the Management Corporation, as the case may be, and/or any appointed Managing Agent authorized by the Developer or the Joint Management Body or the Management Corporation to carry out the property management of the Common Property in the Building.
- 16) "Management Corporation" means the USJ ONE Management Corporation established pursuant to the Strata Titles Act 1985 upon the opening of a book of the Strata Register in respect of the subdivided buildings in the Project; and shall consists of all the Parcel Proprietors whose names are registered in their respective strata titles.

- 17) "Management Fund" is defined in accordance with the Strata Titles Act and shall comprise Service Charge, Sinking Fund, insurance premiums, quit rent, and any other obligatory costs of the Management pertaining to the property management of the Common Property and also including but not limited to whatsoever charges, levies, damage, cost of damage to Common Property or expenses whatsoever arising from the Management as the case may be to take proceedings as agent for an Owner in case of defects to his Parcel. It has the same meaning as Maintenance and Sinking Fund Account in the Strata Management Act.
- 18) "USJ ONE" is a project comprising residential/commercial blocks completed by the Developer. It has the same meaning as Project.
- 19) "Occupier" means any person (including his representatives, employees and Permitted Users) occupying a Parcel pursuant to a licence, consent or permission expressed or implied; or pursuant to any lease or tenancy agreement whether written or verbal with the Owner. It has the same meaning as Occupant.
- 20) "Outgoings" means all charges required to be paid by every Owner including without limitation to Service Charge, Sinking Fund, insurance premiums, quit rent, late payment interest, sewerage rates, assessment rates, taxes and any other charges in respect of his own Parcel.
- 21) "Parcel" means one of the individual Parcels comprised in the subdivided Building which is to be held under a separate strata title, solely and exclusively for residential/commercial use only as approved in the Development Order and subject to the provisions of the House Rules. It has the same meaning as Unit.
- 22) "Parcel Owner" refers to the person or body who is the lawful proprietor of a Parcel in the Building and has legal right to the ownership of the same. This includes his heirs, personal representatives, successors-in-title and permitted assignees of the Parcel; and, where there are two or more persons included in the expression "the joint Parcel Proprietors", their liabilities shall be jointly and severally liable. It has the same meaning as Owner, Parcel Owner and Purchaser (herein defined).
- 23) "Permitted Users" shall include the lawful Occupiers occupying a Parcel and/or Invitees to the Parcel.
- 24) "Project" has the same meaning as USJ ONE herein defined.

- 25) "Purchaser" refers to the person or body who has purchased a Parcel(s) from the Developer and has legal right to the ownership of the same. This includes his heirs, personal representatives, successors-in-title and permitted assignees; and, where there are two or more persons included in the expression "the Purchaser", their liabilities shall be jointly and severally liable. It has the same meaning as, Parcel Owner herein defined.
- 26) "Service Charge" means the service charge as apportioned based on the provisional size or share units assigned to a Parcel by the Developer's Architect or Land Surveyor and payable by the Parcel Proprietor to the Developer or the Joint Management Body or the Management Corporation, as the case may be, for all expenses incurred by the Developer or the Joint Management Body or the Management Corporation, including but not limited to the expenses in the management and maintenance of the Common Property and all other expenses incurred by the Developer or the Joint Management Body or the Management Corporation in discharging its obligations under the Sale & Purchase Agreement, the Deed of Mutual Covenants, the Strata Management Act and/or the Strata Titles Act as the case may be; and which are from time to time assessed by the Developer or the Joint Management Body or the Management Corporation, as the case may be, to be payable by the Parcel Proprietors of each of the Parcels in the Building pursuant to the Sale And Purchase Agreement, Deed of Mutual Covenants, Strata Management Act 2013 and/or its Regulations and/or the Strata Titles Act as the case maybe.
- 27) "Sinking Fund" means a fund established, maintained and managed by the Developer or the Joint Management Body or the Management Corporation, as the case may be, for the purposes of meeting the actual or expected liabilities of a capital nature including inter alia the following matters:-
- i) For the painting or repainting of any part of the Common Property;
  - ii) For the acquisition of any movable property for use in relation with the Common Property;
  - iii) For the repairs of a capital nature and improvement and/or upgrading and/or refurbishment of any facility/system/ asset comprised in the Common Property;
  - iv) For the renewal or replacement of any fixture, fitting and equipment (of a capital nature) comprised in the Common Property;
  - v) For any other capital expenditure as the Management deems necessary.
- 28) "Tenant" means any person or corporate entity occupying the Parcel pursuant to a tenancy agreement (not exceeding three years term) whether written or verbal with the Parcel Owner.
- 29) "Unit" has the same meaning as Parcel herein defined.
- 30) "Guest" has the same meaning as Invitee herein defined.

## 1.3 INTERPRETATIONS

- a) In these House Rules, unless repugnant to the context herein and save as specifically defined in these House Rules, the words and expressions shall have the same meanings given or assigned to them in the Sale & Purchase Agreement and Deed of Mutual Covenants, the Strata Management Act and the Strata Titles Act to which these by-laws, rules and regulations form an integral part.
- b) Any reference to these House Rules or any of the provisions of these House Rules shall include all amendments and modifications made to these House Rules from time to time in force. A copy of the House Rules as amended from time to time shall be available for inspection at the Management Office and shall be provided to any Parcel Proprietor upon request at a prescribed fee save and except for the first copy provided to a Parcel.
- c) These House Rules shall be binding on every Parcel Owner and including his Tenants, Lessees, employees, servants, licensees, Invitees, Permitted Users, successors-in-title, permitted assignees, personal representatives, agents and independent contractors.
- d) Every Parcel Owner including his tenants, Lessees, employees, servants, licensees, invitees, visitors, guests, permitted users, successors-in-title, permitted assignees, personal representatives, agents and independent contractors shall accept as final and binding to the decision of the Management upon any matter arising out of the House Rules.
- e) Any provision for a Parcel Owner not to do any act or thing shall be deemed to include an obligation (to use reasonable endeavours) by the Parcel Owner not to permit or suffer such act or thing to be done by another person, related to the Parcel Owner.
- f) Where two or more persons are named as co- Parcel Owners, the terms and conditions herein contained shall bind such persons jointly and severally.
- g) Reference to any right of the Management to have access to the Building or any part thereof, shall include all persons authorized by the Management (including agents, consultants, professional advisers, contractors, workmen and others).
- h) Every Parcel Owner and/or his Tenants or Lessees is entitled to use the facilities provided by the Management in the Building subject to the provisions in the House Rules and in accordance with the rules and regulations governing each facility. The Management reserves the right to impose a fee for the use of all or any of the facilities or equipment provided thereto.

- i) "Housing Development Act" means the Housing Development (Control and Licensing) Act 1966 including its latest amendments thereof.
- j) "National Land Code" means the National Land Code 1965 including its latest amendments thereof.
- k) "Strata Management Act" means the Strata Management Act 2013 including its Regulations and latest amendments thereof.
- l) "Strata Titles Act" means the Strata Titles Act 1985 including its latest amendments thereof.
- m) Any reference to a statutory provision includes any modification, consolidation or re-enactment thereof for the time being in force, and all statutory instruments or orders made pursuant thereto.
- n) Any reference to a "business day" is to a day (not being a Saturday or Sunday or a gazetted public holiday) on which banks, licensed to carry out banking businesses under the provisions of the Banking and Financial Institutions Act 1989, are open for business in the State of Selangor; and any reference to a "day", "week", "month" or "year" is to that day, week, month or year in accordance with the Gregorian calendar; and any reference to a time of day is to Malaysian time.
- o) If any period of time is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day; and, if any period of time falls on a day which is not a business day, then that period is to be deemed to only expire on the next business day.
- p) The word "Ringgit" and the abbreviation "RM" means the lawful currency of Malaysia.
- q) Words applicable to natural persons include any person, body of persons, firm, partnership, company or corporation and vice-versa.
- r) Words importing the singular number shall be deemed and taken to include the plural number and vice-versa.
- s) Words importing the masculine gender shall be deemed and taken to include the feminine and neuter genders and vice-versa.

## 1.4 BREACH OF HOUSE RULES

- a) The Management reserves the rights to engage and bring in the Local Authorities, police or other law enforcement officers for additional reinforcement whenever the Management deems necessary for the enforcement of any provision in the House Rules.
  - b) Suspend common amenities or facilities until such time the Purchaser shall remedy the breach in question including but not limited to any outstanding service charges and other outgoing. The Management shall not be liable to the Purchaser in any manner whatsoever if the Management shall carry out such action in addition to any other rights that may be conserved upon the Management in law or equity.
  - c) Carry out or effect such maintenance, repair, renovation, replacement or other works as the Management at its absolute discretion considers necessary by reason or as a result of arising from or in connection with such breach by the Purchaser of any of the Purchaser's covenant, agreements or obligation under or in relation to the Deed of Mutual Covenants and this house rules and to recover from Purchaser the cost and expenses so thereby expended or incurred by the Management provided however nothing herein shall be constructed as rendering it obligatory for the Management to do so;
  - d) Enjoin, abate remedy by appropriate legal proceeding (either at law or in equity) any such breach and all costs and expenses thereof (including legal fees on a full indemnity basis) incurred by the Management shall be borne by the Purchaser. In amplification and not in derogation of the foregoing, the Management may take whatever action it considers appropriate to seek relief in respect of any breach by the Purchaser of this Deed including but not limited to specified relief, injunctive relief, declaratory relief and /or damages and shall be entitled to seek such relief concurrently.
- 1.4.1 For the purpose of determining whether there has been any breach of this Deed by the Purchaser's, the acts and omission of the Purchaser's family, lessees, servants, agents, licensees and invitees shall deemed to be acts and omission respectively of the Purchaser. Accordingly the Purchaser's covenants, agreements and obligation under in relation to Deed of Mutual Covenants and this House Rules are to be strictly complied and observed not only by the Purchaser but also by his family, servants, tenants, licensees, invitees, lessees and agents.
- 1.4.2 The Purchaser shall indemnify the Management and each of the other Purchasers (as the case may be) from all losses, damage, cost, expenses, and penalties. Legal proceedings, claims and other liabilities whatsoever which may be:-



- a. Brought, claimed, issued or assessed against the Management or any property of the Management, and
- b. Payable suffered or incurred by the Management or any Other Purchaser, as a result of or arising from or in connection with or by any breach of this Deed by the Purchaser.

1.4.3 In addition to and without prejudice to the Management other rights, power and remedies, whether under this Deed of Mutual Covenants and this House Rules or conferred by law or equity, where the Purchaser, in the opinion of the Management acting reasonably, has persistently refused to perform or comply with any of the Purchaser's covenant, agreement or obligations under or in relation to this Deed of Mutual Covenants and this House Rules or has persistently and wilfully acted in a manner prejudicial to the interest of the Management and /or other Purchasers (or any of them) the Management may suspend all or any rights and privileges of the Purchaser conferred upon under this Deed Mutual Covenants and this House Rules for a specified period. In addition, where execution or other order of a court in favour of the Management against the Purchaser is returned unsatisfied in whole or in part, the Management also suspend all or rights and privileges enjoyed by the Purchaser for a specified period, such suspension shall not in way relieve the Purchaser's covenants, agreement and obligation, under or in relation to this Deed of Mutual Covenants and this House Rules.

1.4.4 The Management shall not be obliged to enforce or take any actions or proceedings against any Other Purchasers who have either by themselves or through their family members, tenants, agents, servants, invitees, licensee and /or lessees breached any one or more of the terms, conditions or covenants of their respective deed or of the use of the common property.

- a. Save as otherwise expressly provided in this Deed, time shall be of the essence of this Deed ( in particular , but without limiting the generality of the foregoing, in respect of the Purchaser's payment obligation under or referred to in this Deed ) but no failure on the part of the Management's exercise, and no delay on its part in exercising, any right, power or remedy under or in connection with this Deed of Mutual Covenants and this House Rules will operate as a waiver thereof, nor will any single or partial or defective exercise by the Management of any right, power or remedy preclude any other or further exercise of any other remedy. The rights and remedies provided in this Deed are cumulative and exclusive of any rights remedies, whether provided by law or otherwise.



# 2.0

## PARCEL AND OCCUPANCY



## 2.1 USE OF THE PARCEL

- a) The Parcel Owner and/or his Tenants, or Lessees, shall not use the Parcel for any purpose whatsoever other than for residential/commercial and/or other purposes approved by the Developer, as the case may be, as shown and approved in the Development Order and building plans and subject to the provisions hereto.
- b) The Parcel Owner and/or his Tenants, or Lessees, shall obtain and maintain or cause to be obtained or maintained at the expense of the Parcel Owner and/or his Tenants or Lessees all licences, permits, approvals, registration and other consents for the carrying on or conduct of the business of the Parcel Owner and/or his Tenants or Lessees in the Parcel.
- c) Each Parcel forms part of the overall development of the Project and the Building; and the Parcel Owner undertakes not to permit the Parcel to be used for any purpose or business which may be or become a nuisance or annoyance to the other Parcel Owners or Occupant and not to cause or permit the user thereof of any other purpose whatsoever.
- d) Notwithstanding the provisions 2.1 (a) & (b) above, the Parcel Owner shall not use or cause or permit to be used the Parcel or any part thereof for the carrying on of any of the following businesses or trades including but not limited to:-
  - i) any business or trade which emits, accumulates and disseminates or may emit, accumulate and disseminate any unpleasant odour or which accumulates dirt or causes nuisance or which may be detrimental or has an adverse effect on or to the general public and the neighbouring Occupiers;
  - ii) any business or trade dealing with substances and chemicals of any explosive, dangerous and/or inflammable character including their by-products;
  - iii) any business or trade dealing with public or private auction;
  - iv) funeral parlour or any business or trade in connection with the supply of items or services for funeral and other funeral related occasions;
  - v) any business or trade in connection with or related to the supernatural and/or the occult;
  - vi) the setting up of places of worship and prayer in respect of any cult, religion or beliefs;

- vii) any religious or political activities, gatherings or picketing or campaign groups save and except, when such activities are administrative only and further permitted by the Management;
- viii) any business or trade, which involves gaming in any form except for gaming permitted and licensed under Malaysian law, and further permitted by the Management;
- ix) any illegal, unlawful, immoral, improper, offensive or unlawful activities or activity which may become a nuisance or give reasonable cause of complaint from any of the Occupiers of the other Parcels in the Building;
- x) any other business or trade, which is contrary to the terms of use of the Parcel as approved by the Appropriate Authority;
- xi) the Parcel Owner and/or his Tenants, or Lessees, shall not permit or suffer anyone to sleep in the Parcel or use the Parcel, or any part, thereof wholly or partly for dwelling with the exception of residential;
- xii) any business or trade in the repairs and maintenance of motor vehicles of any kind;
- xiii) for the purpose of maintaining the image of the Project, the Parcel Owner and/or his Tenants, or Lessees, shall not without the written consent of the Management (which consent shall not be unreasonably withheld), re-decorate and/or cause any improvements, or changes to be made to the exterior of the Parcel or the Building, and/or change the appearance of any portion of the Parcel or the Building;
- xiv) the Parcel Owner and/or his Tenants, or Lessees, shall not without prior written consent of the Management use the name of the Block/Project or any pictures or likeness of the Block/Project, in its registered or trading name or for any advertising or purposes other than as the address and place of business of the Parcel Owner and/or his Tenants or Lessees;
- xv) the Parcel Owner and/or his Tenants, or Lessees shall not permit any act or use of the Parcel or the Common Property which might become a nuisance or danger or cause offence or annoyance, or give reasonable cause for complaints from any adjoining or neighbouring Owners or Occupiers or the Appropriate Authorities or which may cause excessive noise or which is illegal, unlawful or immoral or which the Management deems offensive, to a conducive environment for a prestigious office and commercial centre, or which may affect in any way, whatsoever the use of the other parts of the Building or the said Land;

- xvi) the Parcel Owner and/or his Tenants or Lessees shall use and enjoy the Common Property in such a manner so as not to interfere unreasonably with the use and enjoyment thereof by other Parcel Owners and/or Occupiers of the office of Parcels in the Building or their employees, Invitees, or licensees;
- xvii) the Parcel Owner and/or his Tenants or Lessees shall not permit in the Parcel any loud singing or the loud playing of any musical instrument or the use of any gramophone, wireless, television or recording instrument so as to cause or in the opinion of the Management likely to cause nuisance or annoyance to the other Owners and/or Occupiers;
- xviii) the Parcel Owner and/or his Tenants or Lessees shall not by their employees or agents solicit business on the Common Property save and except within the designated sale/exhibition booth or area authorized by the Management;
- xix) any other activities, businesses or trades which in the opinion of the Vendor are injurious to the reputation of the Complex and/or the Project;
- xx) the Parcel shall not be or remain open for business at or during any time or time prohibited by law for that class of business carried on therein. The Occupiers shall conform to all terms and conditions of the business licenses issued by the relevant authorities;
- xxi) the Occupiers shall keep the Parcel open for trade during such hours as the Management, shall from time to time prescribe as the usual business hours of the office and commercial center, and conduct the Occupier's business therein at all reputable manner and not to commit or suffer or permit to be committed any illegal or unlawful act in the Parcel.

## 2.2 OWNER'S PARTICULARS

Every Parcel Owner shall submit to the Management his current mailing address, e-mail address, contact number and all other relevant information which the Management shall require from time to time. Each Parcel Owner should inform the Management Office of the changes of the relevant information.

## 2.3 WATER, ELECTRICITY & TELEPHONE

Every Parcel Owner shall bear, pay and discharge all charges (including but not limited to all relevant deposits whether payable to the Appropriate Authorities) for the supply of water, electricity, telephone and any other utilities or facilities (if any) to the Parcel and apply for the installation of separate meters for the same at his own costs and expenses.

## 2.4 SHIFTING IN / SHIFTING OUT

- a) The Parcel Owner and/or his Tenants, or Lessees, shall obtain the consent of the Management at least twenty four (24) hours in advance for any shifting involving a professional mover or large items of chattels, furniture, equipment, assets and personal effects; and to adhere to the time allocated by the Management for such shifting and shall ensure that the lift and the Common Property are not in any manner damaged in the course of such shifting.
- b) All types of shifting involving a professional mover or large items of chattels, furniture, equipment, assets and personal effects shall be confined to between 9.00 a.m. to 5.00 p.m. from Mondays to Saturdays. No such shifting shall be carried out on Sundays and Public Holidays, unless approved by the Management.
- c) In the event that there are lift repairs arising or thereafter arising from such use of the lift, the cost of repairs shall be borne by the said Occupier.
- d) All transportation of heavy, large and bulky chattels, furniture, equipment, assets and personal effects via the lift, shall not exceed a total weight of 615 kg at any one time. The Management reserves the absolute right and discretion not to allow any person to use the lift should the person fails to comply with any of the regulations herein.
- e) The Occupier shall ensure that lifts, common property or any part of building is not damaged in the course of shifting and all discarded boxes and materials are not left in the Common Property or any part of the Building. Otherwise, the expenses and costs for damages (if any) and the making good any damage to the lift, Common Property or any part of the Building and/or for removal of any discarded boxes or materials left in the Common Property or any part of the Building will be charged to the Occupier. In the event that the said expense and cost the are not immediately settled by the said Occupier, it shall be charged to the Parcel and become a debt due to the Management from the Parcel Owner. In the event the said Occupier has shifted out and absconded from the settlement of any of such expenses and costs, then the said expenses and costs will be charged to the current owner of the same Parcel and/or his permitted assignees or successors in title.



- f) The Parcel Owner and/or his Tenants or Lessees shall be responsible for the safe custody of their own belongings. The Management shall not be liable in any manner whatsoever for any loss of or damage to any belongings and personal effects of the Owner and/or his Tenants or Lessees in the course of such shifting activities.
- g) No container or mover's vehicle shall be parked overnight in the Building.
- h) The Owner and/or his Tenants or Lessees shall ensure that the maximum permissible height of the truck together with the goods it is carrying does not exceed 2.0 metres and the overall weight does not exceed 2.0 tons.
- i) The Owner and/or his Tenants or Lessees shall ensure that the maximum floor loading in the Parcels does not exceed 2.5 kN/m<sup>2</sup> (250 kg/m<sup>2</sup>), and does not exceed 4.0 kN/m<sup>2</sup> (400kg/m<sup>2</sup>) for the floor parcels.

## 2.5 INVITEES / EMPLOYEES / SERVANTS

- a) Every Occupier of a Parcel shall ensure that his Invitees or Employees/Servants comply with the House Rules at all times, and that their behaviours are not offensive to other Occupiers of the Building. The Occupier and/or the Parcel Owner shall be held liable for any damage or liabilities, whatsoever caused by such Invitees.
- b) The Management may request any Invitees or Employees or Servants who persists in the infringement of any of the House Rules herein, despite being cautioned, to leave the Building immediately.
- c) The Parcel Owner may invite his Invitees to use only certain common facilities as permitted by the Management and comply with the by-laws, rules, regulations that govern and regulate the use of each of the common facility. The employees of the Parcel Owner and/or the Occupiers are not permitted to use the common facilities unless they are signed in as invitees by the Parcel Owner and/or the Occupiers on each occasion of such use.
- d) Upon the Parcel being let out the right to use the common facilities is immediately and automatically transferred to the tenant and the Parcel Owner may use the common facilities only when invited to do so by his tenant or other Parcel Owner and/or Occupiers.

## 2.6 IDENTIFICATION

The Management or the security personnel may require any persons in the Common Property or any part of, the Building to identify himself for security check; and such persons shall be subjected to any security rules, regulations or proceedings of the Management. The Occupier and/or the Parcel Owner shall inform the security guards the name of the expected invitees.

## 2.7 PETS

- a) No animals, birds, reptiles and insects such as dogs, cats, guinea pigs, hamsters, rabbits, chickens, pigeons, iguanas, snakes, scorpions, spiders and the like whatsoever shall not be allowed to be kept as pets in a Parcel or any part of the Building save and except for aquarium fishes.
- b) The Management reserves the right to remove or call upon the relevant Authorities to remove any of the abovementioned pets found within the Building at the Owner's expense including any charges and/or penalties payable to the Management and/or Authorities.
- c) Prior written approval from the Management will be required for any large tank-size aquarium whose weight may impact on the floor loading and affect the structural support of the Building.

## 2.8 HOUSEKEEPING AND CLEANLINESS

- a) Every Parcel Owner and/or his Tenants or Lessees or Occupiers shall always maintain his Parcel with good housekeeping and cleanliness; and take all practicable steps to prevent infestation by termites, vermin, rodents, pests and insects.
- b) The Parcel Owner and/or his Tenants or Lessees or Occupiers, shall not cause any accumulation of dirt, rubbish or debris in or outside the Parcel and shall not lease or store any goods or vehicles in any part of the Common Property or the Building so as to cause obstruction and shall maintain the general condition and appearance of the Parcel, particularly as regards to the exterior walls, windows or partitions, in a presentable condition so as not to affect the general image of the Building as a prestigious office and commercial centre.

- c) No garments, rugs, mops or other objects shall be dusted, shaken or cleaned by the Parcel Owner and/or his Tenants and Lessees or Occupiers from windows, verandas, stairways, corridors, fire escape areas or in any part of the Common Property.
- d) Parcel Owner and /or his Tenants and Lessees, or Occupiers are to ensure that refuse/garbage are disposed off in the designated areas provided. No object, refuse or rubbish of any description shall be thrown or swept or emptied out of the windows, doors or abandoned in the Common Areas, lifts, staircases, Car Parking Areas, open yards or any part of the Common Property except in the refuse bin(s) maintained by the Parcel Owner and/or his Tenants or Lessees, and later to be disposed at the Main Refuse Chamber.
- e) Every Parcel Owner and /or his Tenants and Lessees or Occupiers shall employ a reputable pest control company to carry out the pest control within the Parcel and all such cost shall be borne by the Parcel Owner and /or his Tenants and Lessees or Occupiers.

## 2.9 POTTED PLANTS & OTHER OBJECT

Should the Parcel Owner and or his Tenants and Lessees or Occupier maintain potted plants and/or plants grown in flower boxes, he shall ensure that such plants shall not be placed on the top of railings, ledges, balconies, parapet walls, windows and pipelines or hung along the balconies, windows and pipes and are maintained within his Parcel in a clean and healthy condition and in a manner that will not create or pose any danger to other users or Occupiers in the Building or become an eyesore or nuisance to other Occupier or give rise to any breeding of mosquitoes which may lead to an outbreak of Dengue fever or like diseases.

## 2.10 IMMORAL OR CRIMINAL ACT , VANDALISM & OTHERS

Every Parcel Owner and/or Tenants or Lessees or Occupier of a Parcel shall not permit or suffer his family or employees or workmen or servants or Invitees or representatives or agents to commit any immoral or criminal act and/or commit any act of vandalism and/or shall not permit or suffer any person of unsound mind or a drunkard or drug addict to come in his Parcel or in any part of the Building.

## 2.11 NOTIFYING THE MANAGEMENT

Parcel Owners and or his Tenants and Lessees or Occupiers shall promptly notify the Management if they come across any accident, fault, defect or sign of failure in the water pipes, electrical installation, fittings, facilities or structures in any part of the Building.

## 2.12 RESTRICTIONS AND PROHIBITIONS

a) Obstruction, etc.

Not to affix any grilles or place any kind of obstruction on the stairways and common passages of the Building and the Management shall have the right to remove such obstructions without notice to anyone.

The Management shall have the right to request the Parcel Owner and/or his Tenants or Lessees or Occupier to remove any such obstruction or nuisance; and failing which, the Management shall be entitled to remove the same at the cost and expense of the Parcel Owner; and such cost and expense shall be paid within seven (7) days from the date of the Management's notice for such payment. If it is not settled, such cost and expense shall be charged to the Parcel and become a debt due to the Management from the Parcel Owner.

b) Affixing of Signboard and Advertisement

The Parcel Owner and/or his Tenants, or Lessees, or Occupiers shall not affix, paste or otherwise exhibit or set up or allow to be set up on the exterior of the Parcel or the wall or windows or doors or passages or any part of the Parcel, so as to be in view from the outside of the Parcel or the Building any name plate, poster, banner, signboard, advertisement, flagstaff, illumination, embellishment, show board or writing, or any other indication of business or any other means of visual communications, except and save for retail owner is entitled to place one(1) of its name plate or business signboard, or trading style of a form, character, quality, size and location, to be approved by the Management and at no other place.

c) Not To Fix Machinery and/or the Electrical Interferences Without Consent

The Parcel Owner and/or his Tenants, or Lessees, or Occupiers, shall not erect upon or affix to the Parcel, or any part thereof any machinery or mechanical or scientific or electrical apparatus save and except with the written consent of the Management and under the supervision of the Management or the Management's professional agent/advisor/consultant; and, notwithstanding the consent so given, the Parcel Owner

and/or his Tenants, or Lessees, or Occupiers, shall be solely responsible for the installation and safety of such machinery, and shall fully indemnify the Management from whatsoever liabilities howsoever arising thereof.

d) Nuisance Noises/Sounds/Vibrations

If any machinery or apparatus or equipment including but not limited to multi-station, treadmill and others is approved for use in a Parcel by the Management, such machinery or apparatus or equipment shall be properly insulated and sound proof with good sound absorbent underlays for floor such as thick rubber mats or other effective type of sound proof installation so as to prevent the transmission of nuisance noises, sounds and vibrations to neighbouring Parcels. All Parcel Owners and or his Tenants, or Lessees, or Occupiers, shall always exercise care not to create nuisance noise, vibration, fumes and foul or obnoxious odour so as not to interfere with the peaceful enjoyment of other Occupiers in the Building or the neighbouring buildings. Excessive noise and unruly or offensive behaviour are not permitted in the Building.

e) Audio and Visual Equipment

All audio and visual equipment such as radio, high-fidelity sound system, television, karaoke equipment, musical instruments, multimedia computer and other like equipment or apparatus, shall always be operated at a reasonable volume at all times in a Parcel so as not to interfere with the peaceful enjoyment of other Occupiers and Invitees in the Building.

f) Sounding of Car Horns

Parcel Owners and/or Occupiers including their Invitees are advised not to sound their car horns unnecessarily, causing disturbance or annoyance to other Occupiers, and Invitees in the Building.

g) Throwing of Objects and Others

All Occupiers are prohibited from throwing down any objects or whatsoever projectiles into the sink, lavatories, cistern or soil pipes in the Parcel or elsewhere in the Building from their balconies, windows or any opening in the Building so as not to cause accidental injury or death to person(s) below, and/or result in clogging or damage of the sewerage and drainage pipes serving or damage to the Common Property or other property below or other lower Parcels.

h) Hanging of Clothes

All Occupiers shall not expose any clothes or any like articles in or upon any part of the Building save for and except within the Parcels carrying out businesses related to textiles and clothes merchandise.

i) Tampering of Fire Fighting Equipment

All Parcel Owners and/or Occupiers shall not tamper with any fire-fighting installation and equipment installed in the Building.

## 2.13 PRIVATE PARTIES / SOCIAL GATHERINGS

a) Every Occupier intending to hold private parties or social gatherings in his Parcel is required to seek the prior consent in writing from the Management; and the Management reserves the right to decline such request if it deems fit/necessary.

b) If prior consent is given, such parties or social gatherings shall within the Parcel not exceed 11.00pm whether or other designated areas approved by the Management and the Occupier shall provide the Management with a comprehensive Invitee list for the approved party/gathering.

c) The Management reserved the right to close designated areas for private parties and functions.

## 2.14 AGENTS

a) A Parcel Owner may appoint a licensed agent to represent his interest. An absentee Parcel Owner should at his own expenses appoint a licensed agent or an authorized representative to conduct periodic inspections of his Parcel and assume responsibility for the contents therein. Such Parcel Owner shall file the name, address and telephone number of his appointed licensed agent and/or authorized representative with the Management so that the Security can permit the said licensed agent entry into the Building.

b) The Parcel Owner and his appointed licensed agent shall abide by all the relevant provisions of the House Rules as may be applicable and shall be responsible for the conduct of their prospective tenants or purchasers.

## 2.15 LEASES AND TENANCIES

- a) In the event the Parcel Owner lets his Parcel to a Tenant or Lessee, the Parcel Owner shall ensure that the Tenant or Lessee shall observe, comply and be bound by all the covenants, undertakings, conditions and obligations contained in the House Rules; and the Parcel Owner shall not be absolved from any liability which may be incurred or suffered as a result of any failure on the part of the Tenant or Lessee to observe the said covenants, undertakings, conditions and obligations.
- b) Every Parcel Owner must notify the Management within fourteen (14) days from the date of confirmation of tenancy or lease once his Parcel is rented or leased and shall at the same time furnish the details of the tenancy or lease to the Management.
- c) If Parcel Owner has rented or leased his Parcel to a Tenant or Lessee, then the right or entitlement to the use and enjoyment of the Common Facilities is automatically transferred to the Tenant or Lessee. In such instance, the Parcel Owner is no longer entitled to the use and enjoyment of the Common Facilities since the Parcel Owner is deemed to have waived such right or entitlement for as long as the tenancy or lease remains valid.

## 2.16 MANAGEMENT STAFF

- a) The management staff are strictly employed by the Management to carry out the management and maintenance of the Common Property of the Building.
- b) No Parcel Owner and/or Occupier of the Building are allowed to use any employees of the Management for any private business or errands. The management staffs are not authorized or allowed to accept delivery of packages and parcels or to perform any kind of private work for any Owner or Occupier while on duty.
- c) No tips, gifts, or gratuities are to be offered to any employees of the Management for rendering services or courtesies in the regular performance of their duties.

## 2.17 SOLICITATIONS

- a) Any form of solicitation for goods and services (particularly direct marketing and canvassing), religious or political activities shall not be permitted in the Building except and save for the sales of goods and services at the Parcels and the administrative and professional services at the Parcels.
- b) The Management reserves all rights to screen and register real estate agents and to prohibit third parties from distributing unsolicited mails, flyers, brochures and the like to Occupants of the Building.

## 2.18 COMBUSTIBLE & INFLAMMABLE SUBSTANCE

- a) Highly combustible and inflammable substances such as cooking gas and petroleum products shall not be kept, stored or used in the Building except and save for the Parcels carrying out food preparation such as restaurants, bakeries, coffeehouse and the like where such substances shall not be kept in substantial quantities above the normal amount required for such businesses.
- b) Explosives of any nature including but not limited to fireworks, noxious substances giving rise to smoke, fumes or obnoxious smells shall not be kept, stored or used in the Building.

## 2.19 IMPAIRMENT OF INSURANCE POLICIES AND CERTIFICATES / PERMITS / LICENSES BY AUTHORITIES

- a) Nothing shall be allowed, done or kept in the Building which may become a fire hazard or overload or impair the floors, walls, roofs or electrical system thereof.
- b) Every Parcel Owner and/or Occupier shall not do anything or permit anything to be done that may affect or invalidate any Certificates/Permits/Licenses issued by the Authorities in respect of the Building or any part thereof or cause any summonses to be issued or legal action taken or prosecution by the authorities.
- c) Every Parcel Owner and/or Occupier shall not do anything or permit anything to be done that may affect or invalidate any fire insurance policy in respect of the Building or any part thereof or cause any increase in the insurance premiums or the non-renewal of existing insurance policies.



- d) Any Parcel Owner and/or Occupier in breach of any of the above provisions herein shall bear the increase in any of the insurance premiums and including any liabilities, penalties and damages whatsoever arising thereof; and the ultimate responsibility and liability lies with the Parcel Owner.

## 2.20 Security Services

- a) Notwithstanding anything contained in these House Rules or the provision of any common services by the Management, the security services engaged by the Management is part of the common services for the Common Property, and shall serve only as a security deterrent measure; and the Management shall in no way, be liable for any loss, damage, injury or death due to any breach of security.
- b) The Management shall be deemed to have duly discharged its duty to provide security services as part of the common services for the Common Property by engaging the services of a licensed security firm to provide such security services for the Common Property in the Building; and the Management shall not be liable in any way for any loss or damage howsoever suffered by the Parcel Owners and Occupiers as a result of any act or omission whether negligent, or otherwise of any security guard appointed by such firm. The appointed security firm and their guards are not the agents of the Management in any way.
- c) The Parcel Owners and/or the Occupiers shall not cover, obstruct, manipulate, interfere with, tamper, control or attempt to control the security system and/or security cameras, equipment, apparatus or paraphernalia installed, affixed or placed in the Building so as to render the security cameras, equipment or apparatus not functioning for the purpose for which it was installed.
- d) Notwithstanding anything contained in these House Rules or the provision of any common services by the Management, the Parcel Owners and Occupiers will be solely responsible for the security of their Parcels, of their properties therein and to themselves and shall insure, protect and keep safe their Parcels, their properties therein and themselves against theft, robbery or any loss or injury whatsoever. The Parcel Owner shall ensure that all doors, windows, and other opening of the Parcel are securely fastened on all occasions when the Parcel is left unoccupied. The Management may (but not obliged to) have the Management's servants, employees, agents, and workmen to enter and fasten the Parcel if left insecurely fastened PROVIDED ALWAYS that the Management shall not, under such circumstances, be liable for any of such acts or account to the Parcel Owner for any damage or loss whatsoever.

## 2.21 ENTRY INTO A PARCEL BY THE MANAGEMENT

Upon receipt of a notice from the Management, the Occupier of a Parcel shall permit the Management and/or its agents to enter the Parcel for the purpose of:

- i) inspecting the state and condition of the Parcel;
- ii) maintaining, repairing or renewing pipes, wires, cables and ducts used or capable of being used in connection with the enjoyment of any other parcel and/or the Common Property in the Building;
- iii) maintaining, repairing or renewing the Common Property; and
- iv) executing any work or doing any act reasonably necessary for or in connection with the performance of its duties or the enforcement of the by-laws affecting the Building;

PROVIDED ALWAYS THAT, in the event of emergency where for the purpose of protecting the safety of the Parcel or other Parcel(s) or the Common Property or the Occupiers and/or their Invitees, no notice need to be given by the Management to enter the Parcel to do any of the above.

## 2.22 MAINTENANCE AND REPAIRS OF A PARCEL

- a) The Parcel Owner and/or his Tenants, or Lessees, or Occupier, shall forthwith carry out the work ordered by any competent public or statutory Authority in respect of the parcel.
- b) The Parcel Owner and/or his Tenants, or Lessees, or Occupier, shall always maintain and repair the Parcel including all fixtures and fittings and additions thereto and keep it in a state of good and reasonable repair and condition (reasonable wear and tear and damage by fire, storm tempest or Act of God excepted).
- c) The Parcel Owner and/or his Tenants, or Lessees, or Occupier, shall at all times keep clean and maintain all the walls of the Parcel and its party walls (in equal shares with the party who shares the wall with the said Parcel Owner), fittings, pipes, cables and wires therein in good and reasonable repair and condition; and where necessary to replace and/or rebuild the same.

- d) The Parcel Owner and/or his Tenants, or Lessees, or Occupier, shall permit the Management and/or its agents, with or without workmen, at all reasonable times (except in the case of an emergency when no notice is required) to enter the Parcel for the purposes of inspecting, maintaining, repairing, renewing or executing any work or doing any act reasonably necessary or in connection with the performance of its duties or the enforcement of by-laws affecting the Building.
- e) The Parcel Owner shall give notice to the Management (who has the sole and absolute discretion to approve the same) and the other Parcel Owners or Occupiers of all parcels adjoining, adjacent, below and above the Parcel of his intention to repair or replace any joints or beams on which the floor or ceiling of the Parcel are laid and shall make good any damage caused to the floor, ceiling and walls of the parcels affected thereby.
- f) Upon notification by the Management, the Parcel Owner shall forthwith at the Parcel Owner's own cost and expense repair and make good all defects, leakages and faults. If the said Parcel Owner shall default in carrying out the repairs specified in the notice, the Management shall enter upon the Parcel with the necessary workmen to carry out the repairs at the sole cost and expense of the said Parcel Owner. The cost of such rectification and making good shall be charged to the Parcel and, if not settled immediately, will become a debt due from the said Parcel Owner to the Management.

## 2.23 MANAGEMENT TO TAKE PROCEEDINGS AS AGENT FOR AN OWNER

Where the condition of a Parcel affects or is likely to affect the support or shelter provided by it for another Parcel or the Common Property and the Parcel Owner has neglected or refused within a reasonable time to take such action as is necessary, or for the purpose of exercising any other right, or enforcing any other remedy available to him to have that condition rectified, the Management may act as agent of the said Parcel Owner to take any of the said proceedings in resolving the matter. The cost of such rectification and making good shall be charged to the Parcel and, if not settled immediately, will become a debt due from the said Parcel Owner to the Management.



# 3.0

## PRIVATE PROPERTIES OF AN INDIVIDUAL PARCEL



### 3.1 PRIVATE PROPERTIES OF AN INDIVIDUAL PARCEL

The following, as the case may be, shall constitute as private properties belonging to an individual Parcel and the Parcel Owner shall be fully responsible to ensure that his utility bills reflect the correct address of his Parcel; and the Management shall not be responsible for any utility disconnection whatsoever by any of the utility service providers (i.e. TNB, SYABAS, etc.):-

- a) Individual water sub-meter and the cold water supply reticulation piping system from the water sub-meter to the individual Parcel (only applicable to Parcels with water supply);
- b) Individual TNB electricity meter and the electrical conduits, cables and wires from the TNB electricity meter to the individual Parcel;
- c) All the waste/soiled water pipe reticulation system serving the individual Parcel before their connections to the common stack and including, their connection joints to the common stack (only applicable to Parcels with water supply); and
- d) Mail box serving the individual Parcel.

### 3.2 MANAGEMENT TO TAKE PROCEEDINGS AS AGENT OF AN OWNER

Notwithstanding the above, the Management may act as agent of Parcel Owner to take proceedings where the condition of the individual meter, pipes or conduits/cables/wires affects or is likely to affect the condition of the adjacent Parcels or the Common Property, but at the Parcel Owner's cost any remedy available to have the condition rectified after giving the Parcel Owner concerned a reasonable time to take such action as is necessary except and save for emergency situation where immediate actions would have to be taken by the Management, in order to prevent further damage to the affected adjacent Parcel(s) or Common Property or for the safety of the Occupiers. The cost of such rectification and making good shall be charged to the Parcel and, if not settled immediately, will become a debt due from the said Parcel Owner to the Management.

### 3.3 MAIL BOXES

- a) Every Parcel Owner and/or Occupier shall not deface damage or destroy the mailbox of his Parcel and those of other Parcels. The Parcel Owner and/or Occupier shall keep the interior and exterior of the mailbox for his Parcel in a clean condition and empty the contents accordingly so as to prevent any overflow of mail out from the mailbox.
- b) Every Parcel Owner and/or Occupier shall at the his sole cost and expense maintains the lock and keys to his mailbox in good condition and replace or repair such lock, keys or any part of the mailbox that is damaged, defaced, destroyed or lost. The Management shall not be liable to the Parcel Owner and/or the Occupier for any damage or disrepair of the mail box.
- c) The mail boxes are labelled according to the individual Parcel numbers



# 4.0

## MANAGEMENT FUND AND ACCOUNTS



## 4.1 MANAGEMENT FUND

- a) The Management Fund shall be held in a trust by the Management to be used solely for the management and maintenance of the Common Property.
- b) Every Parcel Owner shall always pay all contributions to the Management Fund without any set-off or counter claims in all circumstances. Any disputes in relation to the standard of services or facilities provided by the Management shall not be used as a basis for delay or non-payment of any contributions to the Management Fund.

## 4.2 SERVICE CHARGE

- a) Every Parcel Owner shall pay to the Management the Service Charge of such amount as the Management may from time to time determine as the amount sufficient for the management and maintenance of the Common Property commencing from the date the Parcel Owner has taken or is deemed to have taken vacant possession of his Unit.
- b) Without prejudice to any provisions herein, in the transfer or assignment of a Unit, the transferee or assignee shall be jointly and severally liable with the transferor or assignor for his share of the Service Charge up to the time such transfer or assignment is duly noted in the record of the Developer or such other date as may be determined by the Developer in its absolute discretion without prejudice to any right the transferee or assignee may have to recover from the transferor or assignor the amounts paid by the transferee or assignee.
- c) The liability for the Service Charge shall not be voided by the waiver of the use for enjoyment of the Common Property or the non-use or abandonment of any Unit for which the Service Charge is made.
- d) If for any cause beyond its control, the Management is unable to carry out or perform any of the services for which Service Charge is levied including non-payment of Services Charge, any defect, breakage or overflow or break down of machinery or plant or sanitary installation, the Management shall not be liable for any damage to any goods, furniture and fittings or other property in or upon any Unit. In this context, every Parcel Owner shall at its own cost and expense effect such insurances against any damage to the goods, furniture and fittings or other property in or upon his Unit. Further notwithstanding the occurrence of any of the aforesaid events, every Parcel Owner shall continue to pay his Service Charge.
- e) The Management shall provide the Owner with a copy of the annual audited accounts for the expenses incurred for the management and maintenance of the Common Property, if the same is requested by the Owner.

### 4.3 SINKING FUND

- a) Upon taking of vacant possession of a Unit, a Parcel Owner shall contribute to the Sinking Fund a sum equivalent to ten per centum (10%) of the Service Charge.
- b) The Management shall open and maintain a separate bank account for Sinking Fund and shall be maintained and managed by the Management for the purposes of meeting the actual or expected liabilities of a capital nature as stated in Clause 1.2 (27).
- c) The Management shall provide the Parcel Owner with a copy of the annual audited accounts for the expenses incurred under the Sinking Fund account, if the same is requested by the Parcel Owner.

### 4.4 ADDITIONAL FEES & CHARGES

The Management shall be entitled at any time and from time to time to levy or impose such fees or charges as it deemed fit in connection with the use or reservation for use of any facility, equipment or area forming part of the Common Property by giving fourteen (14) days' notice in writing and the same shall be treated as contributions towards the Management Fund but shall not be deemed in any way to be a set-off or deduction of any outgoings due and payable by any Parcel Owner(s).

### 4.5 CONCLUSIVENESS OF CERTIFICATES OF STATEMENTS

For the purpose of calculating, stating or certifying the amount of any monies (including late payment interest) due by a Parcel Owner to the Management under these House Rules, the certificates of statements by the Management's general manager, finance manager, manager, credit officer or any other officer/agent duly authorized by the Management shall be conclusive and binding upon the Parcel Owner hereto as to the correctness thereof.

### 4.6 DEFAULTERS

A Defaulter is defined as Parcel Owner who has any outstanding contribution to the Management Fund that is not settled within fourteen (14) days from the date of invoicing or notification.

## 4.7 LATE PAYMENT INTEREST

Notwithstanding the above definition of a Defaulter, a late payment interest at the rate of ten percent (10%) per annum calculated on a daily basis on all the outstanding sums until the date of actual payment will be levied on all types of outstanding contribution to the Management Fund if they are not settled within fourteen (14) days from their respective dates of invoicing or notifications.

## 4.8 DEFAULTER'S LIST

A Defaulters' list showing the names of the Defaulters, their Unit numbers and the amount of their outstanding contributions to the Management Fund shall be displayed at the notice boards in the Building.

Notwithstanding any late payments made, such Defaulters' list will only be updated at the end of the following calendar month.

## 4.9 LEGAL PROCEEDING FOR RECOVERY OF ARREARS

- a) If any of the said outstanding contribution to the Management Fund is not settled within fourteen (14) days from the date of final reminder, then legal proceeding will be taken to recover such arrears and the cost of such legal proceeding shall be borne by the defaulting Parcel Owner.
- b) Notwithstanding the above, legal proceeding against a Defaulter may be instituted without any pre-condition after the service of a reminder to the Defaulter stating the intention of the Management to commence the legal proceeding and the cost of such legal proceeding shall be borne by the Defaulter.
- c) The Management shall also have a lien on the Parcel of the Defaulter in respect of the outstanding Management Fund together with interest thereon and reasonable legal fees incurred by the Management incidental to the collection of the Management Fund or enforcement of the lien including but not limited to the sum of Ringgit Malaysia One Hundred (RM100.00) for the issue of each Letter of Demand by the Vendor to the Purchaser.

## 4.10 DEACTIVATION OF ACCESS CARDS

- a) The access cards/tags/transponders of a Defaulter, who has any outstanding contribution to the Management Fund, shall be automatically deactivated without notice from having card access into the Building until his arrears are settled.
- b) The said access cards/tags/transponders shall only be reactivated upon full settlement of all the outstanding arrears together with late payment charges.
- c) The above procedure will apply notwithstanding that the defaulter has rented or leased out his Unit to a Tenant or Lessee.

## 4.11 DENYING THE USE AND ENJOYMENT OF COMMON FACILITIES

- a) The Management shall have the right to stop and suspend a Defaulter from the use of the Common Facilities and the Common Services in the event that he has any outstanding contribution to the Management Fund.
- b) Pursuant thereto, the Management shall have the absolute right to deny access by such Parcel Owner and/or his family, Tenant, or Lessee, or Occupier, to the use of the Common Facilities and/or the benefit of the Common Services.
- c) The Management shall have the right to repossess the rented car parking bay(s) save and except for Accessory bays.

## 4.12 RIGHTS TO ACCEPT PAYMENT DEEMED MADE ON BEHALF OF OWNER

The Management shall be entitled to accept any payment made by the Tenant/Lessee or Invitee of the Parcel Owner towards any outstanding payment due and payable by the said Parcel Owner. The said Tenant/Lessee or Invitee shall be deemed to be irrevocably authorized by the said Parcel Owner to make all such payments on behalf of and for the account of the said Parcel Owner.

## 4.13 RIGHTS TO DEMAND PAYMENT FROM TENANT AND LESSEE

The Management is hereby authorized to demand any outstanding payment due and payable for a particular Parcel from its Tenant or Lessee or Occupier.

## 4.14 CROSS - DEFAULT

In the event that a Parcel Owner owns more than one Unit in the Building, the Management is hereby authorized to demand any outstanding payment due and payable hereunder from the Tenant/Lessee of the other Parcel(s) owned by the same Parcel Owner.





# 5.0

## COMMON PROPERTY



## 5.1 MANAGEMENT AND MAINTENANCE OF COMMON PROPERTY

- a) The Management shall be responsible for the management and maintenance of the Common Property and the costs and expenses thereof, as the case may be, shall be charged to all the Parcel Owners as their contributions to the Management Fund subject to the provisions 4.1, 4.2 & 4.3 herein.
- b) The Management shall incur no liability to and shall not be liable in damages or otherwise to any Parcel Owner, his successors in title, permitted assigns, servants, agents, Lessees, Tenants, licensees, Invitees or any other persons deriving title, thereunder or any of them for any damage to any property or goods, any injury caused or loss of life or property or goods which may, from time to time or at any time, be suffered, sustained or incurred by or caused to the Parcel Owner, his successors in title, permitted assigns, servants, agents, Lessees, Tenants, licensees, Invitees or any other persons deriving title thereunder or any of them in, on or about any Parcel, the Project or the Common Property occasioned by or arising from or in connection with or as a result of or by reason of:-
- i) any failure or omission or neglect on the part of the Management to manage or maintain the Common Property (or any part thereof) or to provide any services for or in connection therewith or incidental or ancillary thereto; or
  - ii) the defective working, stoppage, breakage or failure of the like of lifts, appliances, pipes, wires, cables, ducts, apparatus, plant, equipment, machinery or other installations whatsoever forming part of or comprised in the Common Property or otherwise in or under or passing through or connected with or used for the purposes of or serving any Parcel, the Building (or any part thereof), the Common Property or the Project; or
  - iii) any stoppage or failure of electricity or other supplies to any Parcel, the Building (or any part thereof), the Common Property or the Project howsoever caused; or
  - iv) fire, water, storm, landslide, land subsidence, tempest, earthquake, any other Act of God, insects, theft, burglary, explosion, riots, civil commotion, terrorist attack, enemy action or any other matter or event or circumstances beyond the Management's control; or
  - v) any act, default or omission of the Owner, his successors in title, permitted assigns, servants, agents, Lessees, Tenants, licensees, Invitees or any other persons deriving title thereunder or any of them or of anyone or more of the other Owners.

- c) The Management shall be entitled to close the Common Property or any part thereof and to prevent and prohibit any person (including an Owner) and/or vehicle from entering or remaining thereon during any time before, during or after the normal business hours of operation as determined by the Management for repair works or any other purposes as the Management shall in its absolute discretion think fit.
- d) The Management shall have the right to erect and remove, from time to time, any structures whatsoever on any part of the Common Property or the Building and to grant or permit any person, firm or organization the exclusive use of all or any part thereof for purposes of repairing or maintaining the Common Property and for such period and upon such terms and conditions as the Management shall in its absolute discretion think fit.
- e) The Owner of a Parcel and/or his Tenants or Lessees may be permitted at the sole discretion of the Management to use certain parts or areas of the Common Property subject to specific terms and conditions. A rental charge at the time of application for the use of such part or area of the Common Property will be payable to the Management over and above any other charges that may be imposed under the terms and conditions. All such proceeds collected shall be deemed to be contributions to the Management Fund.

Where the Tenant/Lessee of a Parcel is paying such rental charges directly to the Management for use of certain parts or areas of the Common Property, such Tenant/Lessee shall clear all outstanding dues prior to vacating the premises upon the expiry of his Tenancy/Lease agreement. Parcel Owners are therefore required to obtain a clearance letter from the Management confirming that all such dues have been cleared. In the event the Tenant or Lessee vacates the premises without settling the said outstanding dues, such outstanding dues shall be reflected as the Parcel Owner's debt due and appropriate credit control measures can be taken against the Owner/Tenant/Lessee.

## 5.2 NOTICES AND SIGNS

- a) Every Parcel Owner and/or Tenants or Lessees or Occupier shall observe and comply with all notices and signs put up in the Common Areas and Common Facilities by the Management.
- b) There shall be no posting of private notices, circulars or advertisements or marketing signboards at the Common Areas or Parcel or any part of the Building without the prior approval of the Management and upon payment of a rental. Once the approval is obtained, such notices, circulars or advertisements shall be posted on the notice board(s) provided by the Management or on certain parts of the Common Property upon payment of a rental payable to the Management over and above any other charges that may be imposed under the terms and conditions. All such proceeds collected shall be deemed to be contributed to the Management Fund.

- c) Where the Tenant/Lessee of a Parcel is paying such rental charges directly to the Management for use of certain parts of the Common Property for advertisement, such Tenant/Lessee shall clear all outstanding dues prior to vacating the premises upon the expiry of his Tenancy/Lease agreement. Parcel Owners are therefore required to obtain a clearance letter from the Management confirming that all such dues have been cleared. In the event the Tenant or Lessee vacates the premises without settling the said outstanding dues, then such outstanding dues shall be reflected as the Parcel Owner's debt due and appropriate credit control measures can be taken against the Parcel Owner/Tenant/Lessee.

### 5.3 NO OBSTRUCTION AT COMMON PROPERTY

- a) All parts of the Common Property must not be obstructed at any time or used for any purpose other than the designated use save and except for those areas approved by the Management for certain specific use.
- b) The Management reserves the right to remove and confiscate all private items that are left and/or cause obstruction in the Common Property without notice at all times.
- c) The Management will put up a notice of the confiscated item(s) at the notice board in the Building, informing that such confiscated item(s) should be claimed by its owner(s) within seven (7) days from the Management Office subject to a charge of RM100.00 for the infringement of the above provision and storage of the confiscated item(s), The said charge will be deemed to be a contribution to the Management Fund. The Management shall not be liable for any whatsoever damage howsoever caused to the confiscated item(s) arising from the confiscation thereof.
- d) If such confiscated item(s) is not claimed at the expiry of the said notice period, the Management shall be at liberty to discard or dispose the said item as it deems fit; and whoever is owner of the said item shall have no claims whatsoever against the Management. The Management reserves the absolute right and discretion to levy the Parcel Owner/Occupier for any expenses incurred arising therefrom and such sum shall become a debt due to the Management from the Parcel Owner who shall also bear the costs of any legal proceedings taken against him for the recovery of the said debt.
- e) No unauthorized sports or sporting activities will be allowed in the Common Property or any part of the Building unless prior written consent for such an activity event is obtained from the Management. Any game or activity that, in the opinion of the Management, will pose a danger or nuisance to other Occupiers or properties shall not be allowed in the Common Property or any part of the Building.

- f) No rags, dirt, rubbish, refuse, sanitary towels or other substance shall be inserted into or placed or left in the sinks, baths, lavatories or any pipes in the Building nor shall any obstruction or blockage be caused therein in any other manner whatsoever.
- g) Sanitary towels, napkins, rags, plastic bags, brushes, cement/lime slurry and the like shall not be flushed down any water closet or toilet bowl in the Building so as not to cause blockage of the sewerage piping system.
- h) The Occupiers shall not place any objects or goods at the staircases of the Common Property or block any passage to the staircases or fire escape areas.
- i) The Occupiers shall not lock, block or obstruct any fire exits which are statutorily required to be accessible under the applicable regulations.

### 5.4 CHILDREN BICYCLES, SKATE BOARDS AND THE LIKE

Children bicycles, skate boards, roller skates, roller blades and the like shall not be used in any other part of the Common Property or Building unless prior written consent for such an activity event is obtained from the Management.

### 5.5 PLANTS AND FLOWERS IN COMMON AREAS

The plants and flowers in the garden and Common Areas are for the enjoyment of the Occupiers and the enhancement of the aesthetic value of the Building. No person should pluck or cut any flowers or dig up any plants in the garden or Common Areas.

### 5.6 CLEANING OF AREAS ADJOINING TO EXTERNAL PROPERTY

- a) Care should be taken when cleaning areas adjoining the external walls so as to prevent water from running down the balcony or the exterior of the Building into other Parcels.
- b) Parcel Owners and Occupiers shall not permit any rubbish or other material to be discarded or thrown out of their doors, balconies and windows into the Common Property and/or other Parcels or any part of the Building.

## 5.7 DAMAGE TO COMMON PROPERTY

The Parcel Owner and/or the Occupier shall be liable for all costs and expenses incurred by or on behalf of the Management to repair, replace or make good any damage or destruction of the Common Property or any part thereof where such damage or destruction is caused by or contributed to by the Parcel Owner or the Occupier or their family members, successors in title, permitted assigns, servants, employees, Invitees, Invitees, tradesmen or agents.

## 5.8 HANGING TO DRY OF UMBRELLAS, RAGS, MOPS, CLOTHING, ETC.

No umbrellas, rags, mops, rain clothes, clothing or other articles shall be hung to dry on any window, balcony, passageway or any other place visible from the exterior of the Building; and no clothes or similar items shall be hung to dry on poles protruding from the window of the premises or any fences or structures that may be erected on the grounds of the Building.

## 5.9 EXTERIOR FACADE OF THE BUILDING

- a) No renovation works of any Parcel shall affect the exterior facade of the Building.
- b) No external installation such as awning, shade, screen, radio/television antenna or any form of external structure shall be erected onto the exterior wall or allow to protrude outside through any opening in the exterior wall without the prior written approval of the Management. The Management shall at its absolute discretion disallow any of such installation if it is deemed that the exterior facade of the Building will be adversely affected by such an installation.
- c) If the external installation is approved by the Management, all nails, screws or any similar fasteners used at the external surfaces of the Building should be of stainless materials so as to prevent staining of the exterior of the Building.
- d) No screens, blinds, shades and grilles, which are visible from the outside of a Parcel, shall be used at any door or window opening or glass curtain wall or balcony except and save for those designs approved by the Management.
- e) Brooms, mops, cartons, notices, advertisements, posters, illuminations or any other means of visual communication shall not be placed on windows, doors, lanais or passageways or at any other places which may be visible from the outside of a Parcel.

- f) Nothing shall be thrown or emptied by any person out through the windows, doors or other openings into the Common Property. Carpets, mats, garments, rugs, mops or objects shall not be dusted, shaken or cleaned from windows, stairways, corridors, fire-escape areas or in any part of the Common Property.
- g) All Parcel Owners and Occupiers are not allowed to affix or paint any form of advertisements or marketing signboards or notices on any of the external doors, windows and balconies of their Parcels or on any part of the Building including railings, fences, passages, staircases, landings, walls, lobbies and lifts.

### 5.10 FURNITURE AND EQUIPMENT IN COMMON AREAS

All furniture and equipment placed and/or installed by the Management in the common areas have been provided for the safety, comfort and convenience of all Occupiers, and therefore shall not be damaged, misused, removed or altered by any Occupier without the permission of the Management.

### 5.11 FUNERAL AND BEREAVEMENT ARRANGEMENTS

Funeral, bereavement arrangements and/or other similar events are strictly prohibited to be held in the Parcels or any part of the Building.

### 5.12 LIFT CARS AND LIFT LOBBIES

- a) No person shall smoke, drink or eat or carry any dripping wet umbrella in any lift car and lift lobby.
- b) The Occupier and/or the Parcel Owner shall use all lifts and lift lobbies in the Building in accordance with the house rules and the by-laws, rules and regulations imposed herein or to be imposed at any time and from time to time by the Management and by law. If and where the Management in its absolute discretion deem necessary the Management is entitled to remove all or any obstacles to access or enter into any lift lobby forming part of the Parcel. The Parcel Owner is responsible for all damages caused and all the costs of repairs and/or replacement of any item as a result of such removal of such obstacles.
- c) In the event of fires, power failure, bomb threat or other emergencies, all Occupiers must not use the lifts but are to use the staircases to vacate the premises.



## 5.13 SMOKING

No smoking of cigarettes or cigars or the like is allowed in the lifts, lift lobbies, air-conditioned areas and areas that have active smoke detectors.

## 5.14 OVERLOADING OR IMPAIRMENT

- a) Nothing shall be allowed, done or kept in any Parcel or the Common Property which may overload or impair the floors, walls, or roofs thereof or cause an increase in insurance premiums or the cancellation, invalidation or non-renewal of existing insurance policies.
- b) The Management reserves the right to disallow the installation of heavy items unless a proper installation plan is submitted and approved by the appointed project architect and/or consultants. Submission of plans that meet the requirements shall not be construed that approval is automatic.
- c) All loading/unloading of goods and materials whether for purposes of renovation or otherwise shall be carried out/done at the designated places as specified by the Management from time to time.

## 5.15 ADDITIONS, ALTERATIONS OR IMPROVEMENTS TO THE COMMON PROPERTY

Whenever the Management at its sole and absolute discretion deems necessary that the Common Property or any part thereof shall require additions, alterations or improvements of a capital nature and the making of such additions, alterations or improvements shall have been approved by the relevant Authorities (if required), the Management shall proceed to carry out such additions, alterations or improvements to the Common Property or such part thereof.

## 5.16 RESTRAINTS UPON SEPARATION AND PARTITION OF COMMON PROPERTY

- a) The undivided share in the Common Property which is appurtenant to each Parcel shall not be separated therefrom and shall pass with the title to the Parcel whether or not separately described.
- b) The share in the Common Property appurtenant to a Parcel cannot be conveyed or encumbered except together with the Parcel.
- c) The share in the Common Property appurtenant to each Parcel shall remain undivided and no action for the partition of the Common Property or any part thereof shall be instituted.

# 6.0

## CAR PARKING



## 6.1 TYPES OF CAR PARKING BAYS

The Car Park comprises two (2) types of car parking bays:-

- a) Parcel Owners' Car Parking Bays which are Accessory Parcels that shall not be sold or parted with possession independently of the main Parcels. These are for the parking of cars of the Parcel Owners and/or their Tenants or Lessees or Occupiers;
- b) Common Car Parking Bays which are car parking bays operated by the Management or an appointed car park operator and for which a rental fee will be paid by the persons renting the car parking bays from the Management/Car Park operator subject to terms and conditions in force. Rules and Regulations for the Common Car Parking Bays have to be read in conjunction with the Common Car Parking Application Form and as imposed from time to time by the Management or an appointed car park operator.

## 6.2 USE OF CAR PARKING BAYS BY OWNERS, OCCUPIERS AND INVITEES

- a) The Parcel Owner with Accessory Parcel(s) of car parking bay(s) shall not park and shall cause his lawful Tenants or Lessees not to park their cars in any other car parking bays or in any part of the Building other than within the accessory car parking bays of the Owner.
- b) In the event that a Parcel is leased or rented out, the entitlement to the use of the Accessory Parcels of car parking bays shall automatically be transferred to the Tenant or Lessee, as the case may be; and the Parcel Owner shall no longer be entitled to use the said car parking bays. In such instance, whenever the Parcel Owner pays a visit to his Tenant or Lessee or the Building, the Parcel Owner shall park at visitor Car Parking Bays and pay the parking charges (if any) accordingly
- c) The Parcel Owner with no Accessory Parcel of a car parking bay shall not park in any car parking bays designated as Accessory Parcels, and shall also cause his lawful Tenants or Lessees not to park their cars in such Accessory Parcels. Notwithstanding the aforesaid, the Owner and/or his Tenants or Lessees, may make arrangement to rent car parking bays from the Management/car park operator's pool of car bays, subject to availability based on a "first come, first served" basis. The authorized car stickers and access cards shall only be issued to those successful applicants; and the decision of the Management in this matter will be final. The prescribed charge is subject to appropriate increase from time to time by the Management after serving due notice of thirty (30) days.

- d) All Parcel Owners, Occupiers, Invitees shall each ensure that no damage is caused to any of the fittings and fixtures, equipment and structures in the Car Parking Areas; otherwise, the person concerned shall be liable for any damage caused thereto.
- e) All Parcel Owners and Occupiers shall not affix any grille or place or build any form of obstruction whatsoever at the entrance exit or driveway to or in the Car Park Areas or any other area in the Building not designated as a Car Park Area and the Management is entitled to remove at the cost of the Owner any such obstruction caused by the Parcel Owner or his Occupiers.
- f) All types of heavy commercial vehicles and trucks are prohibited from parking at any of the covered car parking bays in the Building unless approval is given by the Management for purposes of loading and unloading of goods.

### 6.3 AUTHORIZED CAR STICKERS AND ACCESS CARDS

- a) Occupants shall apply for car stickers (hereinafter refer to as "Sticker") from the Management office. The Sticker, Vehicle Access card shall only be issued to Occupants at Residential and Commercial unit.
- b) Each Residential/Commercial Unit shall be issued with the number of Stickers in accordance with the allocation of parking bays as stated in their respective Sales & Purchase Agreement and the Occupant shall provide his/her photocopy NRIC/ Passport, car registration number and the parking bay to the Management beforehand for purposes of printing prior to distribution to the Occupant. The Resident may be in different colors to denote different years. Each new sticker will be given Free with the exception of loss of each Car Sticker RM20.00 as a replacement charge will be imposed.
- c) The Sticker shall be displayed prominently on the front windscreen of the vehicle for easy identification by security personnel at all times.
- d) Parking rules shall be strictly complied with at all times. Occupant shall only park their vehicles at their designated parking lots and Occupants shall cause their INVITEEs to park at INVITEEs' car park with charges.
- e) Management is authorized to clamp the wheels of unauthorized parking of vehicles at other Occupants' parking bay or where the vehicles are parked indiscriminately. A fine of RM100.00 payable to Management Office against official receipt shall be imposed for removal of clamps. In non-office hours, the fine shall be paid to the guard house against temporary receipt. Official Receipt can be obtained from the Management Office subsequently during office hours.

- f) Any vehicle shall be clamped or removed if it is:
- Without a valid parking Sticker displayed.
  - Parked at unauthorized location including areas marked “No Parking” and next to fire hydrants.
  - Parked at another Occupant’s designated parking lot without consent of the Occupants.
  - Obstructing traffic in anyway.
- g) The Car Sticker/ Vehicle Access card are the property of the Management and must be returned to the Management :
- When the Owner sells his/her unit or rent or lease to the Occupant.
  - When the Occupant vacate/move out from the unit.
  - Upon expiry in exchange for a new car sticker for the next year.
- h) Parking areas are not used for recreation, storage or repair work by Occupants or their invitees.
- i) A charges of RM50.00 will be charged for additional supplementary access card.
- j) In the event where Occupants loses lost their Main Access Card (Access Card which includes access to car park and lift lobbies), supplementary Access Card (Only access to lift lobbies). Replacement fee shall be as below.

Replacement fee shall be as below.

Item	Description	1st Application (RM)	1st Replacement (RM)	2nd Replacement (RM)
1	Car Sticker	FOC	10.00	20.00
2	Main Access Card	FOC (According to SPA)	100.00	200.00
3	Supplementary	50.00	80.00	160.00

- k) A non-transferable authorized car sticker and access card will be provided for every Accessory Car Bay and/or Rental Car Bay at the prescribed fees by the Management subject to appropriate increase from time to time by the Management. The authorized car sticker is to be displayed prominently in the vehicle and the Occupier shall not allow any unauthorized person to use the authorized car sticker on any other vehicle. The car sticker and access card are not transferable and shall be returned to the Management if the Occupier is no longer occupying or renting a Parcel in the Building or owning a vehicle. If the Occupier has changed his vehicle, the car sticker may be replaced after the payment of the prescribed fee.

- l) Every Occupier who wishes to obtain his authorized car stickers and access cards (subject to maximum 2 cards per room for Residential and 4 cards for Commercial including Main cards) and must apply to the Management in the prescribed form and pay the prescribed fees as mentioned above. The authorized car stickers and access cards shall only be issued by the Management or the appointed car park operator, as the case may be, to the Occupier provided that there are no outstanding contributions by the Parcel Owner concerned to the Management Fund Lessee or Tenant of a Parcel will need to submit to the Management a letter of authorization from his landlord together with a copy of his tenancy agreement in the application.
- m) The vehicle of any Occupier or Parcel Owner without the authorized access card will be charged the parking charges accordingly.
- n) Every Occupier or Parcel Owner must personally use his authorized access card for the ingress/egress of his vehicle into/from the Building. The car park attendant will not be allowed to assist the Occupier or Parcel Owner in by passing this procedure.
- o) For security reasons, Occupiers or Parcel Owners are advised not to leave their access cards in their vehicles unattended whilst parking in the Building.
- p) Loss of any authorized car sticker/access card must be immediately reported to the Management and a replacement will be issued after the payment of the prescribed fees.
- q) Each Parcel Owner is responsible to apply for the authorized car sticker and access card from the Management for his incoming Tenant or Lessee and surrender the old car sticker and/or access card to the Management before a new authorized car sticker and/or access card can be issued to his incoming new Tenant or Lessee or Occupier at the prescribed fees in accordance with provision 6.4(a) herein.
- r) Issuance of replacement authorized car stickers and access cards:-
  - i) Upon the report of the loss, theft or damage of any authorized car sticker/access card, the Occupier/Parcel Owner concerned may apply for replacement authorized car sticker/ access card which may be issued after the payment of a prescribed fee subject to availability and at the Management's sole discretion having regard to the frequency of any loss, theft or damage of such authorized car sticker/access card by the Occupier/ Parcel Owner and further provided the Occupier/ Parcel Owner is not in default of any provision hereunder nor are there any outstanding contributions by the Parcel Owner concerned to the Management Fund;



- ii) If there are any outstanding arrears (whether or not demanded) due and payable hereunder to the Management by the Occupier/ Parcel Owner or if, in the opinion of the Management, the Occupier/Parcel Owner misuses any authorized car sticker/access card or if the Occupier/ Parcel Owner fails to comply with any rules governing the use of any authorized car sticker/access card or any part of the House Rules, the Management shall be entitled to withhold the issuance of any replacement authorized car sticker/access card or the new issuance of the same upon renewal.

## 6.4 PARKING OF UNRECORDED CAR

Every Occupier/ Parcel Owner shall immediately notify and seek permission of the Management if he/she is parking an unrecorded vehicle in his parking bay. The Occupier/ Parcel Owner shall state the reason for the parking of the unrecorded car in the bay assigned to the registered car and the duration of the parking.

## 6.5 PROHIBITED PARKING AREAS

The prohibited parking areas comprise all the areas in the Building and its compound save and except for the designated car parking bays.

## 6.6 WHEEL CLAMPING, TOWING & CHARGES

Any unauthorized vehicle found parking within the Building and its compound or any authorized vehicle found parking outside the proper designated car parking bay or at the parking bay of other Parcel Owner/Tenant/ Lessee shall be towed away or wheel clamped at the vehicle owner's cost without prior notice. The wheel clamp will only be removed after the payment to the Management of a charge of RM100.00 and/or the towing cost and/or the holding charge of RM100.00 per day (if it is left in the Building for more than a day). These charges shall be deemed as contributions to the Management Fund. The Management shall not be liable for any damage caused to such defaulting vehicle in the course of wheel clamping and/or towing.

## 6.7 GLUING OF WARNING NOTICE

Notwithstanding the above provision, any unauthorized vehicle found parking within the Building and its compound or any authorized vehicle found parking outside the proper designated car parking bay or at the parking bay of other Parcel Owner may be glued with a warning notice on the windscreen of the defaulting vehicle. The Management shall not be liable for any damage caused to such defaulting vehicle.

## 6.8 VEHICULAR OBSTRUCTION

Every Occupier/ Parcel Owner shall ensure that his vehicle is properly parked within his designated parking bay without causing any obstruction or interference with the right of ingress/egress of his neighbours' vehicles into/from their adjacent car bays or to the common area or adjacent driveway. The Management reserves the right to impose a non-compliance charge of RM 100.00.

## 6.9 NO WASHING OF CARS

Washing of vehicles are not allowed in the Car Park or in any other part of the Building save and except for such area that may be designated by the Management.

## 6.10 NO CAR REPAIRS

Car repairs are not allowed in the car park or in any other part of the Building and its compound.

## 6.11 DAMAGE, THEFT OR LOSS OF VEHICLE IN THE BUILDING

Every vehicle shall be parked at the vehicle owner's own risk in the Building and its compound; and the Management shall not be responsible or liable in any way whatsoever for any damage, theft or loss or other misdemeanor occasioned or to be occasioned to the vehicle (including the contents therein) or any losses suffered by it by way of damage, theft or any other ways whatsoever by any Parcel Owner or any Occupier or any vehicle owner, his passengers, servants, agents and/or licensees howsoever arising as a result of or in any way relating to his use of the Car Park Areas.

## 6.12 ADDITIONAL STRUCTURE OR OBSTRUCTION WHATSOEVER

- a) No additional construction or structure of any form shall be erected on any car parking bay in the Building without the Management's written approval.
- b) Every Parcel Owner/Occupier shall not affix any grille or place or build any form of obstruction whatsoever at the entrance exit or driveway to or in the Car Park Areas or any other area whether or not designated as a Car Park Area and the Management is entitled to remove at the cost of the Parcel Owner/Occupier any such obstruction caused by the Parcel Owner/Occupier.

## 6.13 CLEANLINESS OF PARKING BAYS

Every Occupier/ Parcel Owner shall ensure that he does not at all times leave any form of equipment, vehicle spare parts/components, discarded material, rubbish and litter in the Car Park. The Management reserves the right to remove and dispose such items without any notice to the assignee of the car parking bay and any cost incurred in the removal and disposal of such items will be charged to the car park assignee.

## 6.14 SPEED LIMIT

All vehicles within the Building must be driven at a speed not exceeding twenty (20) km/hour and the manner of driving shall always be cautious and courteous.

## 6.15 CAR HORN

Hooting or use of the car horn is not allowed in the Building except in emergency situation.

## 6.16 CAR ALARMS

All car alarms shall be well maintained such that there will be not be any false alarm causing nuisance/annoyance to other Occupiers. If the false alarms become a frequent nuisance, the Management shall be entitled to deactivate the access card of the Occupier concerned and bar the vehicle from entering the Building until proof is given to show that the faulty alarm system of the vehicle has been rectified.

## 6.17 DERELICT CARS

Every Occupier/ Parcel Owner is responsible to maintain the aesthetic value of the Building by ensuring that no derelict car or abandoned car is parked at his designated car bay. Otherwise, such car, which is an eyesore affecting the aesthetic value of the Building, will be towed away from the Building at the car owner's cost after the service of a seven (7) days' notice by the Management.

## 6.18 MOTORCYCLES

- a) Motorcycles shall be parked at the designated motorcycle parking bays.
- b) No motorcycle shall be left or parked in any other areas in the Building other than the designated motorcycle parking bays.
- c) Any motorcycle found parking outside the designated motorcycle parking bay shall be towed away or clamped at the vehicle owner's cost without prior notice. The clamp will only be removed after the payment to the Management of a charge of RM100.00 and/or the towing cost and/or the holding charge of RM 100.00 per day (if it is left in the Building for more than a day). These charges shall be deemed as contributions to the Management Fund. The Management shall not be liable for any damage caused to such defaulting vehicle in the course of wheel clamping and/or towing.

## 6.19 PARKING SYSTEM

The Occupiers/ Parcel Owners shall accept and submit to the decision and authority of the Management in matters concerning:

- i) The flow of traffic within the parking areas and the ingress and egress points;
- ii) The manner of parking their vehicles.

No vehicle shall be placed so as to obstruct the free flow of traffic in the Car Park.

## 6.20 INTERFERENCE WITH MANAGEMENT DUTIES

There shall be no interference with the Management's discharge of duties nor shall instructions be issued to the Management pertaining to the Car Parking System except that Parcel Owner/Occupier may lodge any legitimate complaint thereof to the Management.

## 6.21 PERMISSIBLE TRAFFIC HEIGHT AND LOAD IN THE CAR PARK AREA

Parcel Owners and Occupiers shall ensure that the maximum height of their vehicles does not exceed 2.0 metres and the weights of their vehicles do not exceed 2.0 tons per vehicle

## 6.22 FAILURE TO COMPLY

The Management reserves the rights to impose a maximum non-compliance charge of RM100.00, for each occurrence of failure to comply with any of the aforesaid rule save and except for the prescribed charges hereto.



# 7.0

## REFUSE DISPOSAL





## 7.1 GENERAL

- a) Every Parcel Owner and/or his Tenants or Lessees shall provide his own refuse bin(s) in the Parcel.
- b) The Parcel Owner and/or his Tenants or Lessees shall cause his own employees or cleaners to regularly empty the refuse bin(s) and remove all the refuse or rubbish to the Main Refuse Chamber.
- c) No object, refuse or rubbish of any description shall be thrown or swept or emptied out of the windows, doors or abandoned in the Common Areas, lifts, staircases, Car Parking Areas, open yards or any part of the Common Property except in the refuse bin(s) maintained by the Parcel Owner and/or his Tenants or Lessees and later to be disposed at the Main Refuse Chamber.
- d) The purpose of the Main Refuse Chamber is to store and dispose off perishable garbage. Occupiers are to ensure that they do not dispose of any heavy bulky items or inflammable or explosive substances in the Main Refuse Chamber.

## 7.2 DISPOSAL OF REFUSE OR RUBBISH

- a) Every Occupier shall ensure that all his refuse or rubbish are properly sealed in non leaking plastic bags before disposing them at the Main Refuse Chamber.
- b) Every Occupier shall ensure that all his wet refuse or rubbish are thoroughly drained of any liquid before leaving his Parcel for the Main Refuse Chamber; and care should be taken to prevent any dripping on any part of the Common Property. Any such dripping shall be immediately wiped off and cleaned up by the Occupier concerned.
- c) No rubbish or waste shall at any time be burnt upon the Parcel or the Common Property or any part of the Building.
- d) The Management reserves the absolute right and discretion to levy a non-compliance charge of RM200.00 for each breach on the disposal or refuse or rubbish. The non-compliance charge shall be charged to the Parcel and become a debt due to the Management from the Parcel Owner who shall also bear the costs of any legal proceedings taken against him for the recovery of the said debt.

### 7.3 MAIN REFUSE CHAMBER

- a) Every Occupier using the Main Refuse Chamber must ensure that all refuse or rubbish are properly placed into the refuse bins provided. Occupiers shall not throw or put into the refuse bins any article or thing that is likely to cause damage to the bins.
- b) After disposing his refuse or rubbish, every Occupier must ensure that the refuse bin is properly closed with its cover. He shall also ensure that the door of the Main Refuse Chamber is properly shut when he leaves the Main Refuse Chamber.

### 7.4 INFLAMMABLE SUBSTANCES AND CIGARETTE BUTTS

- a) Inflammable substances such as kerosene, paint thinner and petroleum products shall not be discarded into the refuse bins.
- b) Cigarette butts shall not be thrown into the refuse bins because a smothering cigarette butt can cause fire to the dry refuse therein.

### 7.5 HEAVY OR BULKY OBJECTS

- a) Heavy or bulky objects must not be discarded at the Main Refuse Chamber. Such items must be removed from the Building by the individual Occupier concerned.
- b) An Occupier may request at his own cost for the Management to arrange for a waste disposal contractor to help him to dispose his heavy or bulky items.

# 8.0

## ADDITION , ALTERATIONS AND RENOVATION



## 8.1 GENERAL

- a) The rules and regulations herein are for the effective management and control of the renovation and repair work carried out by every owner in respect of his/her parcel so as to minimize inconvenience to other occupant in the building, as well as to protect and prevent any damage to the common property and the structural integrity of the building.
- b) Owner or lessee or tenant is strictly prohibited from carrying out any form of renovation work in the parcel without first obtaining a prior written consent or approval from the Management and/or the relevant authority. It will be the sole responsibility of the owner or lessee or tenant to check with the relevant authority for the need of any approval to carry out the renovation work and the owner or lessee or tenant shall pursue the matter with the authority on his/her own initiative. In the event the owner or lessee or tenant proceeds with the submission of the renovation application to the Management for the renovation work, it will be deemed that he/she has checked the need for and obtained the necessary approval from the relevant authority. The Management at its discretion reserves the right to demand from the owner or lessee or tenant proof of application/letter of approval from the authority.
- c) Approval by the Management shall not be construed as the approval by the authority. The owner or lessee or tenant shall indemnify and keep indemnified the developer, its managing agent and representative from any whatsoever liabilities howsoever arising in the event that the authority may take action against the owner or lessee or tenant as a consequence of the failure of the owner or lessee or tenant to obtain any required approval from the authority. The owner or lessee or tenant shall also bear the cost of any increase in the building insurance premium should such renovation cause an increase in the premium thereof.
- d) It will be deemed that the owner or lessee or tenant has appointed and consulted competent persons (Consultants, Architects, Engineers, Surveyors and etc) who will have prepared and planned the design of the proposed renovation work after taking into account the site and structural constraints. Approval by the Management shall not be construed as an approval for the design of the renovation work being carried out.
- e) It will also be deemed that, by appointing a contractor to carry out the renovation work, the owner or lessee or tenant, as the case may be, has explained to the appointed contractor in detail all the rules and regulations for renovation work and any specified terms and conditions for such renovation work for which the contractor is obligated to comply.
- f) The owner or lessee or tenant is responsible to engage approved contractor to carry out all gas piping work (if any).

- g) All renovation work shall be confined within the boundaries of the parcel. No such work shall be carried out on any part of the common property.
- h) It is the sole responsibility of the owner or lessee or tenant to ensure that the renovation work of the parcel shall not in any or whatsoever way affect the structural support of building and will it in any way cause any nuisance, smell, dust, noise, vibration or inconvenience to the other occupants in the building.
- i) It is the sole responsibility of the owner or lessee or tenant to ensure that adequate precautions are taken against damaging any of the concealed wirings, pipes and ducts in the renovation or repair of the parcel. The owner or lessee or tenant shall carry out rectification work at his/her own risk and cost should damage occur.
- j) The grille for window, door and/or other to be installed in any parcel shall be of a design and colour approved by the Management. The same shall be applicable for the installation of roller shutters.
- k) Owner or lessee or tenant who is carrying out renovation or repair of his/her parcel shall take full responsibility for whatsoever defect or damage to his/her parcel or other parcel or the common property in the building arising from or as a result of the renovation work or repair at his/her parcel; and further undertakes to indemnify and keep indemnified the Management against whatsoever claim, proceedings and action brought or instituted against the Management as a result thereof. The owner or lessee or tenant shall reinstate at his/her risk and cost for the damage or defect to the said area.
- l) Owner or lessee or tenant is responsible for the action and compliance of his/her appointed contractors and representatives or workmen to the prescribed renovation hour, all the rules and regulations for renovation work and the House Rules herein.
- m) It is the responsibility of owner or lessee or tenant to ensure that his/her contractors and representatives or workmen DO NOT stay overnight or reside in his/her parcel before, during and after the renovation period.

## 8.2 RESTRICTIONS AND PROHIBITIONS IN RENOVATION WORK

- a) All renovation work SHALL NOT:
- (i) Encroach upon or affect the common property or the façade of the building;
  - (ii) Affect or weaken or cause damage to any structural support of the building. Renovation work involving any form of structural changes or alterations to the parcel is STRICTLY PROHIBITED.
- b) In addition to the above, owner or lessee or tenant is STRICTLY PROHIBITED from carrying out any of the following:

### Ceiling, Wall, Floor & Safety Railing

- (i) To remove or hack any wall (including structural shear wall), beam, column and slab in the parcel without prior approval from the structural consultant and/or relevant authority;
- (ii) To make any alteration to the windows installed at the external wall of the parcel;
- (iii) To change the flooring outside the parcel or any part of the common property;
- (iv) To make changes or alterations to the original design and colour of any window of the parcel unless the prior written approval has been obtained from the Management;
- (v) To relocate any front or back door or window in the parcel;
- (vi) To remove or strip any building joint sealants;

### Air-Conditioning Installation

- i) To install the air-conditioners compressors at any place other than the designated location or area provided for such installations and exposed piping has to be covered with PVC casing and no other colour to be painted other than same colour as the external wall.
- ii) To install the air-conditioners drainage outlet pipe into any place other than the parcel's floor trap or bathroom.
- iii) The Management reserves the right to remove or cause the owner of any parcel to remove or rectify any air-conditioner installed. All cost and expenses incurred by the Management shall be chargeable to the owner of the parcel.

### Electrical, Plumbing, Sanitary & Service Ducts

- i) To block up or cut off any service duct and/or pipes passing through the parcel;
- ii) To exceed the maximum permissible limit on hacking of shear wall to permit rewiring of electrical points.

### Miscellaneous

- i) To tap water or electricity supply from the common property;
- ii) From carrying out other work which the Management may from time to time decide against upon.



- c) If any of the renovation work at a parcel contravene any of the prohibition herein, the renovation deposit will be forfeited and the owner or lessee or tenant shall reinstate at his/her own cost the affected area to its original state and condition prior to such renovation works within fourteen (14) days from date of notification by the Management except for the IMMEDIATE structural remedial work and reinstatement of any affected building structural support that has become weaken and may affect the stability of the whole or part of the building structure. Failing which, the reinstatement and making good any damage whatsoever arising from such unauthorized renovation work shall be carried out by the Management and the costs and expenses thereof including any liabilities whatsoever arising from such unauthorized renovation work shall be borne by the owner or lessee or tenant; and if any of such costs and expenses are not settled immediately, they shall be charged to the parcel and become a debt due to the Management from the owner who shall also bear the cost of any legal proceedings taken against him/her for the recovery of the said debt. Notwithstanding such structural repairs, any subsequent effect in and around the building due to such damage shall be wholly and solely the responsibility and liability of the said owner or lessee or tenant. The said owner or lessee or tenant shall also fully indemnify the Management from any subsequent financial or legal costs and expenses or whatsoever liabilities and damages arising thereof.

### 8.3 APPLICATION FOR RENOVATION WORK

- a) Owner or lessee or tenant is strictly prohibited from carrying out any form of renovation work in the parcel without first obtaining a prior written consent from the Management.
- b) Owner or lessee or tenant can apply to the Management by submitting the renovation application form together with all the requisite documents and deposit herein mentioned.
- c) Any plan and detail of the proposed renovation work must be submitted to the Management for consent at least one (1) month before the proposed date of commencement of any renovation work to enable the Management and / or architect to review the plan. Please note that the said time frame is only indicative and shall not give the right to the applicant to commence work after the expiry of the said period. Work shall commence only after a written approval is given by the Management.
- d) The submission of plan and/or deposit does not necessarily mean the Management shall approve the proposed renovation automatically. The Management reserves the right to reject in whole or part of the renovation plan and fresh plan are to be submitted for review. Each resubmission shall be deemed to be a fresh submission and shall follow the time frame as mentioned in the provision above.

- e) The set of the plans shall include but not limited to the layout and system schematic (where applicable) for:
  - i) Room and furniture layout;
  - ii) Air-conditioning lay out including piping, electrical works and etc;
  - iii) Electrical system (single line diagram, light and power point layout and etc);
  - iv) Renovation of plumbing system for any wet provisions like wet pantry, toilet and the like;
  - v) Renovation of any other systems, services and facilities currently available in the parcel and not specifically mentioned above.
- f) The erection or installation of any proposed renovation, especially partition, shall not in any way obstruct the effective performance of existing building systems, services and facilities such as fire fighting system and so on. If these are affected or likely to be affected by the said renovation, then a qualified body (like a Professional Engineer [P.E.]) shall be engaged to submit the amendment to the relevant authority for approval before the physical work can be carried out.
- g) The following documents must be attached upon submission for renovation application:
  - i) The letter of consent by the owner permitting the lessee or tenant to carry out the proposed renovation work (only applicable to application made by a lessee or tenant);
  - ii) The authorization letter duly signed by the owner if the application is submitted by the representative and/or contractor;
  - iii) Complete set of drawing/plan prepared in consultation with competent person if required (Consultants, Architect, Engineers, Surveyors and etc);
  - iv) A refundable renovation deposit in cash or cheque made payable to the Management;
  - v) A letter of indemnity from the owner indemnifying the Management against all claims arising out of the renovation work;
  - vi) Such other document and/or payment as specified by the Management for the particular renovation work;

- h) The Management shall only commence processing the application for renovation after it has received full and complete documentation including the requisite payment from an applicant.
- i) After processing the application for renovation, the Management may approve or reject the application; and the decision of the Management in such matter is final.
- j) The written consent for the renovation shall only be issued by the Management after all outstanding due to the Building Maintenance Fund (including but not limited to whatsoever charges, levies, non-compliance charges, damages, cost of damage to common property or expenses whatsoever arising from the Management as the case may be to take proceedings as agent for an owner in case of defects to the parcel) in respect of the parcel have been settled in full by the owner.
- k) If the owner or lessee or tenant commences renovation work without obtaining the said written consent, the Management shall stop the said renovation work and may levy upon the defaulting party a penalty fee for this breach of the rules and regulations for renovation work herein. If the said charge is not settled immediately, it shall be charged to the parcel and become a debt due to the Management from the owner of the said parcel. The said party may then submit its application for renovation work to the Management in accordance with the procedure and provision herein. The owner or lessee or tenant shall be held responsible for any effect or damage that has since been done due to renovation without approval and shall indemnify and keep indemnified the Management and its representative from any consequences whatsoever.
- 1) If the application for renovation is approved, then the following shall apply:
  - i) The Management shall issue a letter of consent approving the renovation work based on the specification submitted and includes such other terms and conditions as may be imposed by the Management;
  - ii) The Management will issue a contractor's entry permit subject to such terms and conditions as may be imposed by the Management;
  - iii) The renovation work shall be completed within three (3) months from the date of approval by the Management of the application for renovation. The Management reserves the sole discretion to extend the completion period if it deem fit or required;
  - iv) The Management's representative shall has the right to enter the parcel at any time during normal working hour and from time to time to inspect the construction of the renovation work;

- v) The Management or its appointed representative shall have the right to stop the ongoing renovation work at any time if the owner or lessee or tenant or contractor or workmen has been found to be in breach of any of the rules and regulations for renovation work including the condition of approval for the proposed renovation work. The owner shall fully indemnify the Management and its representative from any financial or legal repercussion due to the stop work order. Upon the issue of a stop work order, all the contractors and their workmen for the parcel shall be barred from entering the building unless special approval is obtained from the Management for certain individual for specific reason only;
- vi) Upon completion of the renovation work, the owner or lessee or tenant shall notify the Management for a joint inspection to be carried out by the Management and the owner or lessee or tenant to check for compliance with the approved scope of work and specification; any damage to the building structure and the common property; and any breach of the rules and regulations herein;
- vii) After the completion of the renovation work and upon the confirmation by the Management that all the terms and conditions pertaining to the renovation work has been duly complied with, the renovation deposit free of any interest shall be refunded less whatever outstanding service charges and others outgoing due and payable to the Management;
- viii) Without prejudice to the Management's rights to claim damages, the renovation deposit shall be forfeited absolutely if the owner or lessee or tenant or contractor or workmen fail to comply with any of the terms and conditions and the rules and regulations made herein.
- ix) Notwithstanding anything contained herein, the Management shall not be responsible in any way for any cost, expense, risk or liability involved in any renovation/repair work proposed or carried out by the owner and/or the engagement of any contractor or consultant by the owner. The owner shall be solely responsible for all aspects relating to the safety, integrity, quality or stability of the proposed or executed renovation/repair work.

## 8.4 RENOVATION DEPOSIT

- a) The owner or lessee or tenant shall pay a renovation deposit of RM 2,000 for Residential, RM 3,000 for Office, RM 5,000 for Retail for any renovation or installation to the Management to ensure full compliance to the provisions herein including the House Rules and also to ensure that no part of the common property is damaged or no debris or material is left or discarded in the common property in the course of the renovation; and the non-compliance charges and the cost of making good any damage to the common property and the cost of removal of any renovation debris/material left in the common property if any will be deducted from this deposit. If the renovation deposit is insufficient to cover any of the above mentioned costs, the remaining balance of such costs, if not settled immediately, shall be charged to the parcel and become a debt due to the Management from the owner of the parcel who shall also bear the costs of any legal proceedings taken against him/her for the recovery of the said debt.
- b) During the course of the renovation, the owner or lessee or tenant shall always top up the renovation deposit to the full deposit amount within three (3) working days from the date of notification by the management to do so on the ground that the amount in the renovation deposit has been reduced by deduction in accordance with the provisions herein including the House Rules.
- c) The renovation deposit is refundable free of interest upon the completion of the renovation work according to the approved plan subject to the satisfaction of the Management that all the provisions herein including the House Rules have been properly and fully complied with by the owner or lessee or tenant or contractor and workmen; and any damage whatsoever to the common property has been properly made good; and no debris or material is left or discarded in the common property. Deductions will be made to the renovation deposit for any damage caused and cleaning work to the common property, for any usage of utilities supply from the common area or for any liabilities or non-compliance charges whatsoever stated in the provisions herein including stated in the House Rules.

## 8.5 RENOVATION WORKING HOUR

- a) All renovation work shall be STRICTLY CONFINED to between 9.00am to 5.00pm from Monday to Friday and between 9.00am to 1.00pm on Saturday. No renovation work is allowed on Sunday and Public Holiday.
- b) Contractors and workmen may vacate the building during their lunch break. They must surrender their entry passes upon doing so and new entry passes will be issued at the time they return to resume their renovation work. The Management reserves the absolute right to impose a penalty fee for any loss of entry passes.

## 8.6 USE OF DESIGNATED LIFT CAR FOR RENOVATION WORK

- a) Contractor and workmen undertaking the renovation of a parcel in the building shall only use the designated lift fitted with lift protection for the delivery and transportation of construction/renovation material, equipment, debris and workmen for both upward and downward vertical transportation in the building. If a contractor and/or workmen use any of the non-designated lift, the Management reserves the right to impose non-compliance charges for breaching of this provision.
- b) The owner or lessee or tenant shall ensure that the contractor and workmen shall not overload or damage the lift. Should there be any lift repair cost arising from such use of the lift, the said cost shall be borne by the owner or lessee or tenant and will be deducted from the renovation deposit. If the renovation deposit is insufficient to cover such cost, the remaining balance of such cost, if not settled immediately, shall be charged to the parcel and become an outstanding due to the Management from the owner of the parcel who shall also bear the costs of any legal proceedings taken against him/her for the recovery of the said debt.
- c) The designated lift for the transportation of construction/renovation material, equipment, debris and workmen will be monitored by a security guard at all times.
- d) For safety and to avoid possible damage to the designated lift, contractor and workmen shall not at any one time use the designated lift to carry any item or material whose dimension and weight exceeds the capacity of the lift.
- e) The Management reserves the absolute right and discretion not to allow the contractor and workmen to use the lift if they fail to comply with any of the rules and regulations herein.

## 8.7 RENOVATION MATERIAL, EQUIPMENT AND DEBRIS

- a) All building materials, especially sand, cement and the like shall be put in proper non-porous polythene bags (plastic bags) or containers and shall be delivered directly to the parcel concerned.
- b) The owner or lessee or tenant is responsible for the removal and disposal of all renovation materials, debris, garbage and discarded items from the renovation work. All such renovation materials, debris, garbage and discarded items must be removed and disposed of in a proper manner out of the building on a daily basis. At no time shall the owner or lessee or tenant dispose any renovation materials, debris, garbage and discarded items at the refuse chamber in the building or in any part of the common property or in any other parcels. The Management reserves the right to deduct from the renovation deposit such amount as may be incurred by the management in removing or disposing the renovation materials, debris, garbage and discarded items found in any of the said areas.

- c) In the event the contractor intends to truck out the renovation materials, debris, garbage and discarded items in a single trip, he shall store such items within the parcel being renovated. Storage of such renovation materials, debris, garbage and discarded items in any part of the common property or in any other parcel is STRICTLY PROHIBITED. The Management shall immediately clear out all such renovation materials, debris, garbage and discarded items and deduct from the deposit the cost of such removal.
- d) Cement, plaster, filler, slurry water from construction waste or grinding of floor tiles, paints, flammable items, adhesive materials, plastic bags, renovation debris and the like shall not be thrown or discharge into any of the floor traps, down pipes, toilet bowls, sewerage pipes, basins and sinks in the parcel or any other parcels or the building. In the event that any of such items is found to have originated from the parcel, the owner of the parcel shall be liable for all the costs of replacement or repair to the damage or to prevent damage to the pipes, ducts, refuse chambers or any other parts of the common property and/or other parcels.

## 8.8 COMMENCEMENT OF RENOVATION WORK

- a) No modification to the building structure and services, breaking of any partitioning walls or removal of fire rated doors are permitted unless with prior written approval from the Management.
- b) Hacking/removal and drilling/boring of structural columns, beams and any other load bearing structure are strictly prohibited. Upon the occurrence of such breach, the Management reserves the right to revoke the approval to carry out renovation. Cost for restoration of the building structural integrity will be on the account of the owner or lessee or tenant. Notwithstanding such repairs, any subsequent effect in and around the building due to such damage shall be wholly and solely the responsibility and liability of the said owner or lessee or tenant. The said owner or lessee or tenant shall also fully indemnify the Management from any subsequent financial or legal costs and expenses or whatsoever liabilities and damages arising thereof. If any of such costs, expenses and damages is not settled immediately, it shall be charged to the parcel and become a debt due to the Management from the owner of the parcel who shall also bear the costs of any legal proceedings taken against him/her for the recovery of the said debt.
- c) Where water proofed areas are being renovated, the warranty by the developer on such water proofing during the defects liability period will immediately become null and void. It is important that the said renovation incorporates effective re-water proofing for the area.

Otherwise, the owner or lessee or tenant shall bear the cost of re-water proofing including all future leakages and seepages arising thereof and shall also compensate for any loss, damages or damage to any common property or private property including their contents that is affected by the said renovation.

- d) The owner or lessee or tenant or contractor shall further ensure that there will be no interference or damage or destruction of any kind on the building's fire protection system, emergency system, window mullion, telephone trucking box, sanitary piping, air-conditioning ducting, ceilings, walls, carpets, flooring and other electrical, mechanical and sewerage systems and etc of the building.
- e) For electrical work, the owner or lessee or tenant shall appoint a competent person to assess the existing electrical infrastructure and to advise and design for the owner or lessee or tenant the electrical system meeting the requirement of the relevant authority. Approval by the Management shall not be construed as an endorsement of the design / layout.
- f) Care must be taken not to hack any of the structural members in the parcel. The air-conditioning compressor should be placed at the designated area provided at specific location in the building for the individual parcel.
- g) There must be no pipes running along the common corridor and staircase and a proper drainage system must be installed and the outlet should be directed to the toilet. Damage to ceiling as a result of leaking to the under floor shall be borne by the owner or lessee or tenant.
- h) Removal of the floor or wall tiles may damage the waterproofing system already laid into the floor or wall. Proper waterproofing measures must be reapplied to avoid water leakage to the lower floor, especially around the floor traps, pipes, joints and corners.
- i) The owner or lessee or tenant of shop and retail parcel may install the business signboard only in the prescribed size and dimensions at the designated location at the front of the parcel subject to the prior consent of the Management and/or relevant authority.
- j) The owner or lessee or tenant of shop and retail parcel shall not install any other signage in any other place without obtaining prior approval from the Management. The Management may approve additional signage subject to certain conditions that the Management may impose from time to time.



- k) In a retail parcel where food and beverage related activities are carried out or any activity likely to cause clogging of the common sewer lines, the owner or lessee or tenant shall ensure, at his/her own cost that there are sufficient numbers of grease interceptors of adequate capacity and type are provided before the waste water is discharged to the common sewer pipelines.
- l) Grease interceptors are to be installed within the parcel only and shall not be installed in any part of the common area.
- m) The grease interceptor shall be properly maintained and regularly cleaned by the owner or lessee or tenant at his/her own cost. The Management may without any further notice effect the maintenance and cleaning of the grease interceptors at the cost of the owner or lessee or tenant with the imposition of non-compliance charges per incident. If the costs and expenses and non-compliance charges are not settled immediately, they shall be charged to the parcel and become a debt due to the Management from the owner of the parcel who shall also bear the costs of any legal proceedings taken against him/her for the recovery of the said debt.

## 8.9 COMPLETION OF RENOVATION WORK

- a) Upon completion of renovation work in a parcel, and, where applicable, subject to the approval of the relevant authority, the owner or lessee or tenant shall request by appointment to the Management for a joint inspection of the parcel. At the joint inspection, the management's representative will determine if any damage whatsoever was done to the building or any part of the building; and if so to ascertain the costs of repairing or rectifying such damage and all costs and expenses incurred thereby including but not limited to any additional administrative costs and other chargeable costs shall be deducted from the renovation deposit. If the renovation deposit is insufficient to cover such costs and expenses, the remaining balance of such costs and expenses, if not settled immediately, shall be charged to the parcel and become a debt due to the Management from the owner of the parcel who shall also bear the costs of any legal proceedings taken against him/her for the recovery of the said debt.
- b) Where applicable, the owner or lessee or tenant shall submit all as built drawings duly certified by the relevant authority and/or competent persons (PE, Certified Electrician and etc).
- c) Where Professional Engineers, relevant authority and etc have earlier certified or given approvals for the proposed work in a parcel, the owner or lessee or tenant shall obtain from them a certificate of completion and compliance for the work carried out and submit a certified true copy of the same to the Management for record purposes.

## 8.10 CONTRACTOR AND WORKMEN

- a) List of names and NRIC numbers of workers who will carry out renovation works shall be given to the Management at least one (1) day before commencement of work. All contractors and workers must produce their identification document/papers or work permits (for foreign workers) for registration at the Management office or guard house each time they enter the building for renovation work. Each contractor/worker will be given a contractor pass/tag which must be worn visibly at all times. The contractor pass/tag must be returned to the Management office or guard house before the contractor/worker leaves the building. The Management reserves the right to refuse entry or evict any of the contractor/worker who has infringed and failed to adhere to any of the rules and regulations herein.
- b) No illegal immigrants shall be employed as workers by the owner or lessee or tenant or contractor in carrying out the renovation work. The Management shall not be held responsible for such act by the owner or lessee or tenant or contractor and shall indemnify and keep the Management harmless from all consequences arising there from.
- c) The owner or lessee or tenant shall ensure that his/her appointed contractor and workmen are all properly attired and shall restrict themselves to his/her parcel in which they are working. They are strictly prohibited at all times from loitering about in the building.
- d) It is the responsibility of the Owner of a parcel and/or his Tenant or Lessee to ensure that this contractor or the representatives of his contractor or workmen DO NOT stay overnight or reside in his parcel before, during and after the renovation period. The Management and/or the security personnel have the right to evict and/or ban such contractor, his representatives and workmen from entering the Building and/or forfeit the renovation deposit of the Owner of the parcel and/or his Tenant or Lessee. The Management also reserves the right to bar the contractor for entering the Building irrespective of whether the contractor has other renovation works going on for other Owners.
- e) Notwithstanding any of the provisions herein, the Management reserves the absolute right and discretion to bar any contractor and his workmen from entering the premises on the following day if the contractor or any his workmen is found carrying out the renovation works after 5.00 p.m. on weekday unless special written approval for a specified period has been given by the Management for purpose of hacking or drilling works. In the event that the same contractor or any of his workmen is found in breach of this regulation after two (2) notices have been served for two (2) such repeated breaches, the said contractor and his representatives and workmen shall be barred permanently from entering the Building. The Management also reserves the right to bar the contractor for entering the Building irrespective of whether the contractor has other renovation works going on for other Owners.

- f) Notwithstanding the above, the Management reserves the absolute right and discretion to bar any contractor and his representatives and workmen from entering the Building if the contractor or any of his representatives and workmen is found to be deliberately in breach of any of the rules & regulations for renovation works herein and/or any of the House Rules.



# 9.0

## USAGE OF RECREATION FACILITIES



## 9.1 GENERAL

- 1) Occupants of USJ ONE shall use the recreational facilities in accordance with the rules and regulations governing each facility.
- 2) Occupants who are in arrears of Building Maintenance Fund or other dues are not permitted to use the recreational facilities.
- 3) Occupants may invite their guests to use the recreational facilities. However, occupants must accompany their guests at all time when making use of the recreational facilities and ensure their guests comply with the rules and regulations governing each facility.
- 4) Employees of occupants are not permitted to use any of the recreational facilities.
- 5) The Management may require any person using any of the recreational facilities to produce access card for identification purposes.
- 6) All audio and visual equipment such as radio, high-fidelity sound system, television, musical instruments and other like equipment must not be played in or around the recreational facilities except with the approval of the Management.
- 7) Except for those games and activities for which the facilities were specifically intended, no other games or activities, unless approved by the Management, will be allowed in or around the recreational facilities.
- 8) Eating, alcoholic and smoking with the exceptional of drinking water in or around the recreational facilities are strictly prohibited.
- 9) The rules and regulations for the recreational facilities are subject to change without prior notice. The Management reserves the right to organize services and activities on a temporary basis. Priority and preferences will be given to occupants for such services and activities.
- 10) All occupants shall utilize the recreational facilities at their own risk. While every precaution is being taken to ensure the safety of person using the facilities, the Management cannot assume any responsibility for any lost or damage to any personal property or accidents or injury sustained thereto.

## 9.2 SWIMMING POOL AND WADING POOL

- 1) The pool is open from 7.00am to 10.00pm daily except during maintenance period. No person shall be allowed to use the pool when they are closed. The Management reserves the right to close the pool without prior notice.
- 2) Children under the age of twelve (12) must be accompanied and supervised by their parents or guardians or adults when using the pool at all times.
- 3) For hygienic reason, shower must be taken before entering the pool. All sun-tan lotion/oil must be removed from the body before entering the pool.
- 4) Hair pin, curler, safety pin, body pin and other harmful objects are not allowed in the pool and proper swimming attire must be worn at all time. Any person not in proper swimming attire will not be allowed into the pool.
- 5) No pet, horseplay, dunking, diving, running, cycling, skating, swimming lesson or similar activities shall be allowed in or around the pool.
- 6) Air-bed, surfboard, snorkel and scuba-diving gear are not permitted in the pool except float and kickboard for children in the wading pool.
- 7) All persons must leave the pool during rain, thunderstorms, lightning or under any other life threatening or emergency situations.
- 8) No person who is under the influence of liquor, drugs or any other form of intoxicating situation shall use the pool.
- 9) No smoking, food and drinks are allowed 3 feet from the edge of the pool.
- 10) No person who is suffering from infections, contagious diseases, with bandages or open wound of any kind is allowed to use the pool.
- 11) Spitting, urinating and other unhygienic habit are strictly prohibited in the pool.
- 12) No lifeguard will be employed or stationed at the pool.
- 13) The Management shall have the authority to disallow any person defying the facility rules and regulations or endangering self and other persons.
- 14) The Management, its agents and its employees shall not be responsible or liable in any



manner whatsoever for any injury to or death of any person in the use of the Pools and/or the surrounding area or for any loss of and/or damage to the personal property of any person in the use of the facilities.

### 9.3 MALE / FEMALE CHANGING ROOM, SAUNA, STEAM BATH

- 1) The changing rooms, sauna and steam bath shall be operating from 7.00am to 10.00pm daily.
- 2) Residents shall ensure that the lockers (if provided) in changing rooms are clean and tidy and no food-stuff, weapon, drugs or other illegal items are kept in there.
- 3) No eating, alcoholic beverages, smoking and video are allowed in changing rooms, sauna and steam bath.
- 4) All lights and main heating switches for sauna and steam bath shall be switched off after use.
- 5) No shoes, slippers and other footwear are allowed in the sauna and steam bath.
- 6) No chlorinated pool water should pour onto the heater.
- 7) Persons using the sauna and steam bath are strongly advised to consult their physician for medical check-up as the management is not responsible for any mishaps whatsoever and howsoever arising from such use.
- 8) Children under the age of sixteen (16) are not permitted in the sauna and steam bath unless accompanied by parents or guardians or adults.
- 9) The Management shall not be held responsible for loss or damage to any personal property and/or injuries/death sustained whatsoever in the use of common facilities.

### 9.4 GYMNASIUM

- 1) The gymnasium is open from 7.00am to 10.00pm daily. The Management may at any time close the gymnasium for any reason whatsoever.
- 2) In the interest of safety, gymnasium must be kept dry at all time. Residents are therefore forbidden from entering it in wet and sweaty clothing.

- 3) Proper attire must be worn in the gymnasium. No street or outdoor shoes such as boots, high-heeled shoes or non-leather-soled shoes or sandals, except rubber-soled shoes are allowed in gymnasium.
- 4) Due care must be exercised when using the equipment in the gymnasium and all equipments must be returned to their proper places after use. No equipment is to be removed or taken out from the gymnasium.
- 5) Children under the age of sixteen (16) are not allowed in the gymnasium. Children above sixteen (16) and eighteen (18) of years may use the equipment under parental/guardians supervision at all times.
- 6) No smoking, food and alcoholic beverages with exception of drinking water are permitted in the gymnasium.
- 7) All lights and fans are to be switched off after use.
- 8) The Management shall not be held liable in any manner for any loss or damage of any personal property or injury or death sustained, whatsoever in the use of the common facilities.

## 9.5 SQUASH COURT

- 1) The squash court is open from 7.00am to 10.00pm daily.
- 2) Residents shall book the squash court at management office during office hour limited to one (1) hour per day up to three (3) hours per week subject to the availability and usage of squash court.
- 3) Residents shall produce their names and parcel number upon booking and will be accepted on a first-come-first served basis.
- 4) On the spot booking of squash court will be granted if it is not in use at that point of time.
- 5) If the court was not occupied 15 minutes after the booking, it is considered cancelled and other residents may then book or use the court.
- 6) Children under the age of sixteen (16) are not permitted on the court unless accompanied by parents or guardians or adults.

- 7) The Management shall cancel any booking or disallow any person who disregards the facility rules and regulations or if the court is needed for special events.
- 8) Proper attire must be worn in the court. All shoes must be rubber-soled and free from sand or foreign particles that may scratch and impair the flooring.
- 9) No smoking, food and alcoholic beverages with exception of drinking water are allowed in the court.
- 10) All lights shall be switch off after use.
- 11) The Management shall not be held liable in any manner for any loss or damage of any personal property or injury or death sustained whatsoever in the use of the common facilities.

## 9.6 CHILDREN PLAYGROUND

- 1) The children play area is for the enjoyment of children from two (2) to twelve (12) years of age only.
- 2) All children must be accompanied by parents or guardians or adults while at the play area. All parents or guardians or adults are responsible for their children safety at all time.
- 3) No food or smoking is permitted at the playground.
- 4) No littering allowed. All litters must be deposited in refuse bins provided.
- 5) All equipments placed and/or installed in the Common Areas are provided for the comfort and convenience of Owners/Residents and therefore shall not be damaged or removed or altered.
- 6) The Management shall not be held liable in any manner for any loss or damage of any personal property or injury or death sustained whatsoever in the use of the common facilities.

## 9.7 MULTI-PURPOSE HALL

### Reservation

- 1) The resident of each parcel will be allowed to reserve the Multi-purpose Hall for a maximum of one (1) day per function only or such duration as may be permitted by the by the Management.
- 2) Reservation for use of the Multi-purpose Hall must be applied to the Management Office at least one (1) week in advance
- 3) All reservations would be on a first-come-first-served basis, subject to the approval and the rules and regulations stipulated by the Management from time to time.
- 4) The charges of rental and a refundable security deposit for function activity to be charged and the rate to be determined by the Management during the reservation. The rental of the Multi-purpose Hall shall be payable upon confirmation of the reservation. This fee is to supplement the additional usage of utilities and the exclusive use of the area by guests. It is the resident's responsibility to ensure that these House Rules are observed by their guests at all time during their presence in the Condominium. The Management reserves the right to forfeit the deposit if any of these rules has not been adhered to.  
All users of multi Purpose hall refrain from making excessive noise as it may disturb other Occupants
- 5) Usage of any musical instruments or audio equipment for the function requires prior consent of the Management.
- 6) The Occupant is responsible for the removal of all rubbish in the Multi Purpose hall and its surrounding areas and shall keep the hall clean after the function.
- 7) The Management shall not be held liable in any manner for any loss or damage of any personal property or injury or death sustained whatsoever in the use of the common facilities.

# 10.0

## EASEMENT



The following are easements pursuant to the National Land Code, the Strata Management (Act 757) and the Strata Titles (Act 318).

## 10.1 SUPPORT

Each Parcel shall have an easement of support and necessity and shall also be subject to an easement of support and necessity in favour of all other Parcels in the Building and the Common Property.

## 10.2 UTILITY SERVICES & DRAINAGE

- a) Easements are reserved under, through and over the Building and the Common Property as may be required for utility services and drainage in serving the Building; and provided that such easements running through a Parcel shall be in accordance with the plans and specifications of the Building or in the case where the Building is being reconstructed during the period of reconstruction unless approved in writing by the Parcel Owner.
- b) Every Parcel Owner shall not do anything within or outside his Parcel that interferes with or impairs the utility services using these easements. The Management or its servants or agents shall have the rights of access to each Parcel to inspect the same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility service facility running through the Parcel and to remove any improvements interfering with or impairing the utility services or easements herein reserved.
- c) The Management shall provide three (3) days' notice in advance to the Occupier of a Parcel of the Management's intention to access his Parcel for the aforesaid purposes; and, in the event of an emergency situation such as suspected water leakage, gas leakage, potential fire hazard and the like, the Management shall always have the right to access the Parcel immediately including breaking down the door of the Parcel if it deemed absolutely necessary only as the last resort and, under such circumstances, the Parcel Owner will absolve the Management of any liability and damages whatsoever arising from breaking down the said door.

## 10.3 ENCROACHMENTS

- a) In any of the following encroachments, a valid easement shall exist for such encroachments arid for the maintenance of the same so long as the improvements shall stand; and such valid easement is not a waiver of any illegal encroachment:-
- b) If any Parcel encroaches upon any other Parcel or Parcels or upon any portion of the Common Property at the time of the certificate of practical completion issued by the Project architect; or

- c) If any encroachment shall hereinafter occur as a result of:
  - i) the construction of the improvements to the Building by the Management;
  - ii) settling or shifting of the said improvements to the Building by the Management;
  - iii) any alterations or repair to the Common Property made by or with the consent of the Management;
  - iv) any repair or restoration of the improvements (or any portion thereof) to a Parcel after damage by fire or other casualty of all or any portion of any other Parcel or Parcels or the Common Property.

## 10.4 INGRESS AND EGRESS

An easement in favour of all the Parcel Owners and Permitted Users shall exist for pedestrian traffic over, through and across sidewalks, paths, walks and other portions of the Common Property as may from time to time and at any time hereafter be intended and designated for such purposes and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Property as may from time to time and at any time hereafter be paved and intended for such purposes.

## 10.5 CONSTRUCTION AND MAINTENANCE

The Management including its servants, agents, contractors, successors and assigns shall have the right at its sole discretion from time to time to enter upon the Common Property for the purposes of carrying out repair, replacement and maintenance works provided that the same shall not prevent or unreasonably interfere with the use or enjoyment of the Common Property by the Occupiers unless necessary under the circumstances.



## 10.6 FURTHER EASEMENT

The Management shall have the rights to grant such additional electric, gas, water, sewer, drainage, cable television or other utility easements in any part of the Common Property and to grant access easements or relocate any existing access easements in any portion of the Common Property as the Management shall deem necessary or desirable for the proper operation and maintenance of the improvement or any portion thereof or for the general health and welfare of the Occupiers or for the purposes of carrying out any provisions contained herein provided that user of such easement shall not prevent or unreasonably interfere with the use of a Parcel.

## 10.7 ADDITIONAL COVENANT BY THE PARCEL OWNER OF PENTHOUSE

Where the Parcel comprises a penthouse the Management reserves the easement, licenses, rights and privileges of a right of way in, through, over, under and across such parts of the penthouse to access the service gondola, any moveable property or asset or equipment(s) (not limited to District Cooling System for the Building) for the purpose of use and/or repairs to the service gondola, any moveable property or asset or equipment(s) (not limited to District Cooling System for the Building).



# 11.0

## INSURANCE



## 11.1 GENERAL

The Management shall insure and keep insured the Building including all the Parcels (except the Occupiers' personal effects, contents and belongings) against loss or damage by fire and against all such other risks for such insured sums as any relevant Authority or as the Management may from time to time deemed necessary.

## 11.2 INSURANCE PREMIUMS

- a) Every Parcel Owner shall bear a portion of the premiums payable in respect of the insurance policies purchased by the Management, commencing from the date the Owner has taken or is deemed to have taken vacant possession of his Parcel. Any increase in the premium occasioned by misuse, occupancy or abandonment of a Parcel or its appurtenances or of the Common Property by a particular Parcel Owner including his Occupiers/Tenants/Lessees shall be assessed separately against and borne by the Parcel Owner concerned.
- b) The insurance premium payable by the Parcel Owner shall be paid within fourteen (14) days of the receipt by the Parcel Owner of the Management's written notice requesting the same. If the insurance premium shall remain unpaid by the Parcel Owner at the expiration of the said period of fourteen (14) days, interest on such sum shall commence immediately thereafter and be payable by the Owner, such interest to be calculated from day to day at the rate of ten per centum (10%) per annum.

## 11.3 DOUBLE INSURANCE

In the event that a Parcel Owner chooses to purchase his own insurance for any reason whatsoever (including without limitation if required by the Parcel Owner's financier), the Parcel Owner shall continue paying all insurance premiums to the Management in the manner as aforesaid. The Parcel Owner shall make his own arrangement for the cancellation of any other insurance policies not taken by the Management for the Parcel without in any way affecting the rights and duties of the Management.

## 11.4 ACTIONS AFFECTING INSURANCE POLICIES

Every Parcel Owner and/or his Tenants or Lessees shall not do or permit or suffer to be done anything whereby the policy or policies of insurance of his Parcel and/or the Project (if any) against any damage by fire may become void or voidable or whereby the premium may be increased; and the Parcel Owner shall pay to the Management on demand the

damages, increased premium and all expenses incurred by the Management as a result of any breach or non-observance of this provision by the Parcel Owner and/or his Tenants or Lessees.

Every Parcel Owner and/or his Tenants or Lessees shall not cause or permit to be collected or to be kept in the Parcel and/or the Building any materials (in particular any offensive or inflammable or explosive materials), the keeping of which may contravene any local ordinances, statutes, regulations or by-laws or in respect of which an increased rate of insurance premium is usually required; and the Parcel Owner shall pay to the Management on demand the damages, increased premium and all expenses incurred by the Management as a result of any breach or non-observance of this provision by the Parcel Owner and/or his Tenants or Lessees

## 11.5 MANAGEMENT AS AGENT

The Management shall be deemed the appointed agent to adjust all claims arising under insurance policies purchased by the Management and to execute and deliver releases upon the payment of claims. The Management shall be the agent for all the Parcel Owners and for each holder of a charge or other lien upon a Parcel.

## 11.6 SHARE OF PROCEEDS

- a) All insurance policies by the Management shall be for the benefit of the Management and the Parcel Owners and their chargees/assignees, as their interests may appear, and shall provide that proceeds covering property losses shall be paid to the Management.
- b) The Management shall not be liable for payment of premium nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds.
- c) The Management shall receive such proceeds as are paid and hold the same in trust for the purposes stated herein and for the benefit of each Parcel Owner and his respective chargees/assignees in the following shares, namely:-
  - i) Common Property - An undivided share for the Parcel Owner, such share being the same as the undivided share in the Common Property appurtenant to the Parcel.
  - ii) Parcels - Proceeds on account of damage to the Parcels shall be held in the following undivided shares:

- 1) When the Building is to be restored, the proceeds held for the Parcel Owners of the damaged Parcels shall be in proportion to the costs of repairing the damage to the Parcels suffered by the Parcel Owners which cost shall be determined by the Management.
- 2) When the Building is NOT to be restored, the proceeds held shall be held in shares equal to the undivided shares for the Parcel Owners, such shares being the same as the undivided shares in the Common Property appurtenant to the Parcels.

## 11.7 DISTRIBUTION OF PROCEEDS

Proceeds of insurance policies received by the Management shall be disbursed to or for the benefit of the Parcel Owners in the following order of priority:-

- a) Expense of the Management: All expenses of the Management shall be first paid or provisions made thereof;
- b) Reconstruction or repair: If the damage of which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying such costs shall be distributed first to all chargees/assignees of the Parcel Owners paripassu and rateably; and the balance, if any, shall be distributed to the Parcel Owners;
- c) Failure to reconstruct or repair: If it is determined that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed first to all chargees/assignees of the Parcel Owners paripassu and rateably; and the balance, if any, shall be distributed to the Parcel Owners.
- d) Certificate: In making distribution to the Parcel Owners and their chargees/assignees, the Management may rely upon a certificate made by its Chairman as to the names of the Parcel Owners and their respective shares of the distribution.

## 11.8 RECONSTRUCTION OR REPAIR AFTER FIRE OR OTHER CASUALTY

- a) Subject to the provision of the National Land Code, the Strata Management Act and the Strata Titles Act, if applicable, in the event of damage to or destruction of any Parcels in the Building as a result of fire or other casualties (unless three-fourths or more of the Building is destroyed or substantially damaged and the Parcel Owners owning 75% or more of all Parcels and interests in the Common Property do not duly and properly resolve to proceed with repairs or restoration), the Management shall arrange for the prompt repair and restoration of the Building (including any damaged Parcels contained therein) and the fixtures initially installed therein by the Management, but excluding fixtures and fittings, furnishings or other personal property supplied and installed by the Parcel Owners; and the Management shall disburse the proceeds of all insurance policies to the contractors engaged in such repairs and restoration in appropriate progress payments.
- b) If 75% or more of the Building is substantially damaged or destroyed and if the Parcel Owners owning 75% of all Parcels and interest in the Common Property do not duly and promptly resolve to proceed with the repair or restoration thereof, the Building will not be repaired and shall be subject to an action for partition instituted by any Parcel Owner as if owned in common, in which event the net proceeds of insurance resulting from the damage or destruction of the Building after the following:-
- i) deducting the costs of clearance/removal of debris including the leveling of the ground and/or the erection of suitable hoarding around the perimeter of the said Building; and
  - ii) apportioning of the costs of reinstating the Common Facilities therein, if any, to the Parcel Owners and interest in the Common Property in proportion of their respective interests in the Common Property;
  - iii) shall be divided among all the Parcel Owners of the said Building only in proportion of their respective interests in the Common Property, PROVIDED HOWEVER that no payment shall be made to a Parcel Owner until all liens on his Parcel have first been paid off from of his share of such fund.



# 12.0

## MISCELLANEOUS



## 12.1 NOTICES

Any notice, request or demand required to be served by either party hereto to the other under these House Rules shall be in writing and shall be deemed to be sufficiently served upon the happening of the following events:-

a) From the Management to a Parcel Owner

If it is given by hand and/or sent by registered post to the Parcel's address or to the correspondence address last given to the Management in writing or the Parcel Owner's solicitors and in such case, it shall be deemed to have been received at the time when such registered letter would in ordinary course be delivered.

b) From an Owner to the Management

i) If it is given by hand and/or sent by registered post to the Management Office or the Management's solicitors at the Building, and in such case, it shall be deemed to have been received at the time when such registered letter would in ordinary course be delivered.

ii) Notwithstanding the above, a notice shall be deemed to be sufficiently served if it is given by the party or his solicitors by hand to the other party or the other party's solicitors.

iii) Notwithstanding the above, a notice for Service Charge, Sinking Fund and other invoices shall be deemed served by placing the notice in the mail box allocated and/or sent by ordinary post for the Parcel in the Building.

iv) Any change of address by any Parcel Owner shall be immediately communicated to the Management by way of written notice.

## 12.2 GOVERNING LAWS

These House Rules shall be governed by and construed in accordance with the laws of Malaysia.

## 12.3 CONTINUOUS EFFECTS OF THE HOUSE RULES AFTER RECONSTRUCTION

The liabilities and/or obligations created by these House Rules shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, reconstruction or otherwise which may be made by the Management and/or in the constitution of the Parcel Owners.

## 12.4 WAIVER

- a) Time shall be of the essence of these House Rules but no failure to exercise and no delay in exercising on the part of the Management of any right, power or privilege under these House Rules and the rules and regulations adopted pursuant to these House Rules shall operate as a waiver of its right to do so thereafter, nor shall any single or any partial exercise thereof or the exercise of any other right, power or privilege preclude any other or further exercise thereof or the exercise of any right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by Law.
- b) Any forbearance knowledge or acquiescence by the Management of or in any breach of any of the terms and conditions contained herein shall not operate or deemed to be a waiver of such terms and conditions or any of them. Notwithstanding such forbearance knowledge or acquiescence, the Management shall be entitled to exercise its rights under this Deed and to require strict performance by the Parcel Owner of the terms and conditions herein.

## 12.5 SEVERABILITY

If any of the provision of these House Rules shall become invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

## 12.6 LIMITATION OF MANAGEMENT'S LIABILITIES

- a) Notwithstanding anything herein contained, the Management shall not be responsible and/or liable in any manner whatsoever to any Parcel Owner or the Parcel Owner's employees, servants, agents, licensees, Invitees or to any person or persons while on or within the Building or on any part of the Land, whether expressly or impliedly, for any accident, mishap, happening, death, injury to persons, trespass, theft or burglary suffered or for any damage to, theft or loss howsoever of any property or chattel (including vehicles) sustained within the Building or on any part of the Land whether arising from the negligence of the Management or that of any servant or agent of the Management or otherwise.
- b) Notwithstanding anything herein contained, the Management shall be under no liability either to any Parcel Owner, his successors, assigns, servants, agents, lessees, tenants, licensees, invitees, and persons deriving title thereunder (or any of them) for accidents or death or injuries sustained or for theft, loss or damage to goods or chattels (including vehicles) whatsoever which may, from time to time or at any time, be suffered, sustained or incurred by or caused to the Parcel Owner, his successors, assigns, servants, agents, lessees, tenants, licensees, invitees, and persons deriving title thereunder (or any of them) whatsoever occasioned by or arising from or in connection with or as a result of or by reason of:-
- i) any renovation or construction works to the Building or any part thereof or the said Land for the overall or future development plan undertaken by the Management or the Management Corporation on the Common Property or in or to the Building;
  - ii) fire, water, storm, landslides; tempest, earthquake; any other Act of God, theft, burglary, explosion, riots, civil commotion, enemy action or any other matter or event or circumstances beyond the Management's control;
  - iii) any act, default or omission of the Parcel Owner, his successors, assigns, servants, agents, lessees, tenants, licensees, invitees, and persons deriving title thereunder (or any of them) or of anyone or more of the other Owners of the Building;
  - iv) any failure or omission or neglect on the part of the Management to manage or maintain the Common Property (or any part thereof).

- c) The Management shall not be liable to the Parcel Owner for any loss or damage nor shall the Parcel Owner have any claim against the Management in respect of any interruption or inconvenience in any of the utilities and/or services in the Building or any part thereof by reason of any malfunction or interruption in the supply of such utilities and/or services or necessary repair or maintenance of any installations or apparatus or accidents or damage thereto or destruction thereof.
- d) The Management shall not be responsible and/or liable in any way whatsoever to any Parcel Owner for any failure, omission, interruption or default in the provision of any services provided (including the Common Services) in the Building or any part thereof or as a consequence of the negligence, default or omission on the part of an individual, firm or company or their servants or agents who may have been engaged by the Management to provide the services.
- e) The Management shall be under no liability whatsoever to any Parcel Owner and all those claiming title under him by reason of any defect or break-down of the lifts, air-conditioning or any other building service system in the building or if for any other cause beyond the Management's control or the Management's inability to carry out or perform any of the functions, duties and/or services.
- f) If for any cause beyond its control the Management is unable to carry out or perform any of the services for which Service Charge is levied, including any defect, leakage or over flow or breakdown of machinery or plant or sanitary installation, the Management shall not be liable for any damage to any goods, furniture or fittings or other property in or upon the Parcel caused thereby.
- g) The Management shall not in any circumstances be liable to any Parcel Owner or to any other person whatsoever in the event of the Management being unable to fulfil any of its obligations or supplies or delays in supplying any service to be supplied or is unable to make or is delayed in making any repair or alterations which it is required to make if the Management is so delayed from doing by reason of any circumstances beyond the control of the Management (including but not limited to the existence of riots, civil commotion, curfew emergency, labour disputes, strikes, lockouts and floods).

- h) The Management shall be deemed to have duly discharged its duty to provide security services as part of the Common Services by engaging the services of a licensed security firm to provide such security services for the Building and the Management shall not be liable in any way for any loss or damage howsoever suffered by the Parcel Owner(s) as a result of any act or omission whether negligent or otherwise of any security guard appointed by such firm. The appointed security firm and their guards are not the agents of the Management in any way.

## 12.7 PROHIBITION AGAINST CAVEAT

The Parcel Owner and/or the Parcel Owner's financier financing the purchase of the said Parcel or the Parcel Owner's creditor shall not lodge any caveat whatsoever howsoever over the Master Title Land or the said Land or any part thereof at any time whatsoever. In the event the Parcel Owner and/or the Parcel Owner's financier or the Parcel Owner's creditor shall lodge a caveat over the Master Title land or the said land or any part thereof, the Parcel Owner or the Parcel Owner's financier, as the case may be, shall cause the said caveat to be withdrawn within fourteen (14) days of receipt of written request from the Management to do so. Failing which, the Management shall be entitled to take the appropriate action to have the same cancelled or removed and the Parcel Owner shall bear all the costs and expenses incurred in respect thereof.

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