



RESIDENSI RIMBUN (CANOPY HILLS)

Home Owner's Manual

Rules & Regulations

Dear Owners / Residents / Occupiers,

Welcome to Residensi Rimibun (**CANOPY HILLS**) (“Development”).

We are pleased to present to you this handbook as an important guide towards a harmonious and well-maintained environment as well as important information on your service apartment and the facilities provided in this Development.

This handbook has been compiled and will be revised where and when necessary, by the Developer / Joint Management Body / Management Corporation (hereinafter referred to as “the Management”).

Owners / Residents / Occupiers are advised to read and understand and abide by the rules and regulations of this Handbook. The Management thanks you for choosing Residensi Rimibun (Canopy Hills) as your residence.

Our Property Management Office (hereinafter referred to as “the PMO”) with dedicated personnel has been set-up to manage and maintain the Development. If you require more assistance and services, kindly contact the following: -

Property Management Office

(a) **The Office is located at:**

A-06-38, Residensi Rimibun, Jalan Zamrud Utama,
43000 Kajang, Selangor

(b) **Office Hours:**

Monday to Friday : 9.00 am to 5.00pm
Saturday : 9.00 am to 1.00 pm
Public Holidays : Close on Sunday and

A. HOUSE RULES

1.1 INTRODUCTION

The objective of these guidelines or rules is to promote a harmonious and beneficial occupancy of the Residents of Residensi Rimibun (Canopy Hills) (hereinafter referred to as “the Development”) and to ensure the peaceful enjoyment and use of its common property as well as to promote close interaction and peaceful co-existence among the Residents.

These guidelines or rules may be amended or added to from time to time by the Developer / Joint Management Body / Management Corporation.

It is the duty and responsibility of all Purchasers/Owners to ensure that his/her/their other occupants of their service apartment (hereinafter referred to as “Owners/Residents”), agents, visitors and guests are fully aware and will fully comply with these guidelines or rules.

These guideline or rules shall come in force effective from the date of delivery of vacant possession and shall remain in force until the formation of the Joint Management Body/Management Corporation under the Strata Management Act 2013 (Act 757) (hereinafter referred to as “SMA 2013”).

1.2 **REGISTRATION OF OWNERS/RESIDENTS**

1.2.1 **Details of the Owners/Residents**

The Owners/Residents shall notify the Management upon the commencement of the occupancy of the Parcel and provides the details of the Occupants as in the **Owners/Residents Registration Form** to the PMO for record and security purposes. *(A copy of the Owners/Residents Registration Form is available at the PMO).*

The Owners/Residents must notify the Management when the Parcel has been rented out. The Owners/Residents shall furnish the Management with the details of the tenancy and the Owners/Residents Registration Form to the PMO.

The Owners/Residents must ensure that all particulars are kept up to date at all times and to keep the Management informed of any changes accordingly. Any changes of occupancy must be notified to the Management within two (2) weeks of such changes.

Owners/Residents who do not register themselves with the Management will be automatically disqualified from using the common facilities and other privileges.

1.2.2 **Owner/Resident's Authorized Person**

Owners/Residents who are not residing in Malaysia shall appoint an authorized person to represent their interest. The Owners/Residents shall file the name, address and telephone number of their agent with the Management.

1.3 **COLLECTION OF SERVICE CHARGES AND SINKING FUND**

The powers and duties of the Management are specifically set forth in SMA 2013. To enable the Management to successfully fulfill its obligations to the Owners/Residents, the Management maintains a Building Maintenance Account/Fund into which the same law requires the contribution of all Owners/Residents. The Management is committed to full collection of all monies due to maintain the Development for the use and enjoyment by all.

1.3.1 **Collection of Service Charges, Sinking Fund, Insurance Premiums, Quit Rent and Water Charges**

(a) *Legal Obligation of Owners/Residents to Pay Service Charges and Sinking Fund.* The Owners/Residents, under Sections 12 of SMA 2013, are liable for and obliged to pay for the Building Maintenance Fund.

(b) *Insurance Premiums, Quit Rent and Water Charges.* The Management shall at the same time collect insurance premiums, the quit rent and water charges for the Parcel.

1.3.2 **Payment Due in Fourteen (14) Days**

The Owners/Residents shall pay the maintenance fees, service charges, sinking fund, insurance premiums, quit rent, water charges etc., to the Management within fourteen (14) days from the date of the invoice.

1.3.3 **Failure To Make Payment Within the Stipulate Period**

Failure to make such payment within the specified period shall result in the following actions being taken:

(a) *Late Payment Interest*

A late payment interest of 10% per annum, or such other sum as is decided from time to time by the Management, will be imposed on outstanding payments from the respective due date until the date of full settlement. Late payment interest collected shall be credited to the Building Maintenance Fund.

(b) *Issuance of Final Reminder*

At the expiry of the respective fourteen (14) days period, the Management shall issue a final written notice demanding immediate payment. If upon the expiry of another further fourteen (14) Days from the date of the final written notice, the sum remains unpaid, the Management may Institute proceedings in any court of competent jurisdiction to recover the sum owing (debt) from the Owners/Residents. The cost for any legal proceedings will be borne by the Defaulter.

(c) *Public Exposure of Defaulter's Information*

The names and parcel number of all Defaulters, Owners/Residents/Persons who, on the 1st of a month, have outstanding contributions, exceeding two (2) months equivalent of service charges and sinking funds, along with any other information deemed relevant, shall be placed on the notice boards without any further notice and shall remain posted until all arrears are fully paid.

(d) *Rejection of Defaulter's Application*

The Management shall reject the application of a Defaulter for additional access cards, to renovate their Parcel, or to book any of the common facilities. Any such application will not be considered until all arrears are fully paid.

(e) *Deactivation of Defaulter's Access Card*

i. **Deactivation of Access Card.** The access card of Owners/Residents who are more than two (2) months equivalent in arrears shall be deactivated and the Owners/Residents shall be barred from using the access card to gain main entrance barrier to the Car Parking Bay and to use the common facilities until all arrears and the reactivation fees are fully paid.

ii. **Reactivation Fee upon Settlement of Arrears.** A reactivation fee of RM100-00 or such sum as determine by the Management from time to time will be charged to the Defaulter for the reactivation of the access cards after full settlement of arrears.

iii. **Reactivation Fee Deemed a Contribution to Maintenance Fund.** The reactivation fee shall be deemed a contribution to the Building Maintenance Fund.

Rules & Regulations

(f) ***Disconnection of Domestic Water Supply***

The domestic water supply to the Parcel of a Defaulter who is more than two (2) months equivalent in arrears shall be automatically shut off without any further notice until all arrears and the reconnection fee are fully paid.

(g) ***Warrant of Attachment (more than three (3) months arrears)***

Where the amount of charges payable is in arrears for three (3) months or more, the Management may request the Commissioner of Building to issue a warrant attachment, authorizing of any movable property belonging to the Owners/Residents, which may be found in the Parcel or elsewhere within the local authority area. Unless the arrears and the collection charges are paid within fourteen (14) days of the attachment of the property, the property attached shall be sold by public auction.

1.3.4 Appointment of Legal Assistance

The Management has the authority to hire legal counsel and pay for all fees and costs from the Building Maintenance Fund in the discharge of their duties.

1.4 USE OF INDIVIDUAL PARCELS

1.4.1 SOHO

The Owners/Residents of the SOHO shall use the said Parcel strictly for dwelling purposes only. Any business activities (illegal or otherwise) in the SOHO which may be construed as injurious to the reputation of the Development are strictly prohibited.

1.4.2 Commercial lots

The Owners/Residents of the commercial lot shall use the said Parcel strictly for commercial purposes only.

1.5 PROHIBITION OF USE

The Owners/Residents shall not:

- (a) Use or permit the use of the Parcel as a laboratory or workshop;
- (b) Use the Parcel for a sale by auction or for any dangerous, noxious, noisy or offensive trade, business, manufacture or occupation nor for any illegal or immoral act or purpose;
- (c) Use the Parcel as a gambling den or for any purpose which may be injurious to the reputation of the Development. The Management reserves the right to call in the relevant enforcement authorities to check on Parcels suspected of using for unlawful purposes and to detain such person(s) involved in such activities;
- (d) Do or permit to be done upon the Parcel anything which in the opinion of the Management may be a nuisance or annoyance to, or in any way interfere with the quiet and comfort of the other Owners/Residents of the building or adjoining building;
- 4 (e) Allow to remain upon the Parcel or the common property anything which may be or become or cause a disturbance, inconvenience, injury or damage to the other Owners/Residents;
- (f) Install or use in or upon the Parcel any machinery or apparatus which causes excessive noise or vibration which can be heard or felt outside the Parcel;
- (g) Do, cause or permit to be done or allow to remain anywhere on the Parcel anything including any animal, reptile or bird which may be or become or cause a nuisance, annoyance, disturbance, inconvenience, injury or damage to the other Owners/Residents;
- (h) Install or erect any shade/canopy or awning to the Parcel;
- (i) Conduct religious or political activities within the Development.

1.6 USE OF THE MANAGEMENT'S EMPLOYEES

- (a) The Owners/Residents are not allowed without the consent of the Management to use or instruct the Management's employees to carry out their private duties. Maintenance, Security Staff and Cleaner shall not be authorized to accept the delivery of packages, parcels, etc. or perform any kind of private work for any Owners/Residents unless directed by the Management; and
- (b) No tips, gifts or gratitude are to be offered to any employees of the Management for rendering services or courtesies in the regular performance of their duties.

1.7 PROPER CONDUCT

1.7.1 Personal Conduct

The Owners/Residents shall at all-time conduct themselves in a manner which will not cause offence or annoyance to other Owners/Residents. The Owners/Residents shall be properly attired when on the common property.

1.7.2 Be Helpful

Good relations among neighbors depend on the cooperation of all Owners/Residents and you are part of it. Practicing the concept of neighborliness with mutual help, respect, trust and the spirit of give and take will surely enhance a happy and harmonious living environment. Prepare to lend your helping hand whenever neighbors are in need especially in time of emergencies. In return, they will do the same for you.

1.7.3 Audio Visual

All audio visual such as radio, hi-fidelity equipment, television, musical apparatus and other like equipment shall be played at reduced volume at all times.

1.7.4 Excessive Noise

The Owners/Residents shall not sound car horns unnecessarily so as not to cause disturbance or annoyance in the neighborhood. An indoor game such as "Mahjong" is to be retracted within the Parcel only. Players are advised to lay sufficient insulation on the table to ensure that there will be no excessive noise created that will interfere with the peaceful enjoyment of other Owners/Residents in any Parcel or on the common property.

1.7.5 Hanging Of Clothes, Linens, Etc.

The Owners/Residents shall not hang from poles protruding through the windows or hang or place in any areas so as to be in view from the outside of any Parcel or common areas any clothes, linens, towels and/or any other such textile items.

5

1.7.6 Dusting and Sweeping

The Owners/Residents shall not throw rubbish or any objects out through the windows, doors onto the common areas which may cause bodily harm to persons below.

Garments, rugs, mops or other objects shall not be dusted, shaken or cleaned from windows, stairways, corridors and fire escape areas or in the common areas. Brooms, mops and other utensils shall not be placed at the windows or common passages.

1.7.7 Cleaning

Care should be taken when cleaning areas adjoining the external walls so as to prevent water from running down the exterior of the building or into the neighbors' Parcels.

Rules & Regulations

1.7.8 Plants

All potted plants are to be placed in containers so as to prevent the dripping of water or soil on to the Parcels below or common areas. The Owners/Residents is to ensure that no potted plants or any other objects are placed dangerously on or near the perimeter of the Parcel whereby they may fall and cause bodily harm to other Owners/Residents or guests or damage to other Properties below.

1.7.9 Keeping Of Pets

No household pets of any kind are permitted in any of the Parcels or any part of the building unless with prior approval from the Management. The Management reserves the right to remove any pet found within the Development at the Owners/Residents' expense.

1.7.10 Placement Of Notices, Etc.

The Owners/Residents shall not put any signboards, advertisements, notices or posters on windows, doors, passages or any part of the building without the prior approval of the Management. The Owners/Residents who wishes to put up notices at the common notice boards shall obtain prior approval from the Management.

1.7.11 Be Civic Conscious

The Owners/Residents and their guest(s) must obey instructions on signboards such as "No Smoking", "Do Not Litter", "Stick No Bill", "No Parking for Motorcycle or Bicycle", etc.

1.8 USE OF COMMON PROPERTY

1.8.1 Common Garden/ Landscaping

The landscape garden is aesthetically designed for the common enjoyment of all Owners/Residents within the Development. The Owners/Residents shall not damage the grass areas, flower beds, garden, trees, footpaths, drains or any part of the building by vehicles, machines, tools or objects of any description.

1.8.2 Common Furniture

Furniture, furnishing and other fittings located in the common areas are not to be altered or removed from their present locations.

1.8.3 Fire Fighting Equipment

Firefighting equipment shall not be tampered with except in the event of a fire. The fire extinguishers and hose reels shall be used to put out the fire.

1.8.4 Tampering Of Installation

The Owners/Residents shall not change, alter or deface any installation, signboards, fixtures and fittings or any other equipment installed in the building.

6

1.8.5 Use Of Common Compound

The Owners/Residents shall not use any other common areas for any private or public functions without the prior written approval of the Management.

The Management must be informed at least seven (7) days in advance of any function, "kenduri" or gathering to be held by the Owners/Residents at the multi-purpose hall or common open areas.

Use of the common compound for personal purposes will be granted based on the examination of the request and will be weighed against the rights of other Owners/Residents. Charges will be levied for cleaning, administration and maintenance. (*A copy of the Facilities Booking Form is available from the PMO*).

1.9 USE OF LIFTS

The provision of lifts is to provide convenient access to the Parcels within the Development. The usage of the lifts is subject to: -

- (a) Any motorized form of transport (other than handicapped wheel chairs) are not be placed in the lifts;
- (b) Urinating, smoking, littering, drawing of graffiti and vandalism in the lifts are strictly prohibited;
- (c) No person shall tamper with any of the control panels as it may prevent the proper functioning of the lifts;
- (d) In the event of power failure or fire or other emergencies, the Owners/Residents must not use the lifts but instead use the staircases to leave the Building;
- (e) No personal items or refuse of any kind shall be left in the lifts. The Security Guards shall be informed of any personal belonging found unattended in the lifts;
- (f) The Owners/Residents shall use only the designated goods lift to transport goods or furniture to the designated floors. The Owners/Residents shall contact the Management to book the designated lift with at least seven (7) days' prior written notice;
- (g) The Owners/Residents must ensure that the lift is not overloaded and the lift door and wall are not scratched or damaged. Any damages caused shall be repaired at the expense of the Owners/Residents; and
- (h) The Owners/Residents shall not use any passenger lift for the conveyance of any goods or merchandise entering or leaving the Building.

1.10 MOVING OF HEAVY ITEMS

The Owners/Residents shall –

- (a) Give at least seven (7) days written notice to the Management prior to the moving of any heavy items or any moving involving professional movers; and
- (b) Not damage or deface any part of the Building and common areas while moving any furniture or equipment and to repair and make good or to pay to the Management for the cost of making good such damage or defacement. The moving of heavy items into/out of the Parcel and/or the Building is subject to the rules and regulations contained in the **Notice to Move In / Move Out**. (A copy of the Notice to Move In / Move Out Form is available from the PMO).

1.11 OBSTRUCTION OF ACCESS TO / EGRESS FROM THE BUILDING

The Owners/Residents shall not cause or permit or suffer to be caused any obstruction impeding or preventing access to or egress from the Building by the parking of motor vehicles of any kind including cars, motorcycles, bicycles or any form of transport nor to cause or permit or suffer to be caused any such obstruction upon access roads leading to the Building.

7

1.12 OBSTRUCTION TO COMMON AREA

The Owners/Residents shall not place, leave or cause to be placed any refuse, furniture, parcels, or other goods or things of any type which may obstruct or are likely to obstruct the corridor, lobby, staircase or landings leading to the Parcel and other common areas in the Building.

The Owners/Residents shall keep free from obstruction the fire escapes of the Building. The entrances, passages, stairs and landings must not be used as temporary or permanent extensions to the storage space for goods.

1.13 LOADING AND UNLOADING

The Owners/Residents shall not load or unload any goods or materials onto or from vehicles and convey the same from and into the Building except at the designated loading and unloading area.

1.14 MAINTENANCE AND UPKEEP

1.14.1 Maintenance and Upkeep of The Parcel

The Owners/Residents shall keep the Parcel clean and in a good state of repair and maintenance. The Owners/Residents shall keep clean all glass windows and doors on the boundary of the Parcel, including so much thereof as is part of the common property.

The Owners/Residents shall not use the Parcel or any part thereof in any manner which causes the accumulation of dirt, rubbish or debris of any kind in or outside the Parcel. The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for purpose other than those for which they were constructed and no sweeping or rubbish or other unsuitable substances shall be deposited therein.

1.14.2 Maintenance and Upkeep of The Common Property/Area By The Owners/Residents

The Owners/Residents shall keep the corridors, stairs and passages leading to the Parcel and other common area / property clean and free from obstruction. The Owners/Residents shall not: -

- (a) Deposit or permit to be deposited any waste, rubbish or refuse on the common area or in any way make untidy the common area;
- (b) Ride, use or leave bicycles, tricycles, children's riding toys, roller skates and other like medium except for handicapped wheel chairs in any common corridor, stairway or lobbies;
- (c) Bring, keep, store, stack or lay out upon the common area any materials, equipment, plant, bin, cartons, boxes or any receptacle for waste or any other item which is or might become untidy, unclean, unsightly or in any way detrimental to the common area; or
- (d) Cause any land, roads or pavements abutting the building to be untidy or in a dirty condition and not to deposit on them refuse or other materials.

1.14.3 Maintenance and Upkeep of the Common Property/Area By The Management

The Management shall keep the roof, main structure, walls, floors and main drains and pipes, lifts and other common property and facilities in a good state of repair and maintenance.

1.14.4 Cleaning Of Common Area

A professional cleaning company will be engaged to carry out the cleaning of the common area within the Development.

1.14.5 Pest Control

The control and extermination of pests and fumigation of the common areas will be carried out periodically by a professional pest control company.

The Owners/Residents shall take all reasonable precautions to keep the Parcel free of rodents, vermin, insects, pests and animals.

1.14.6 Waste Disposal

- (a) The Owners/Residents shall secure all refuse in non-porous polythene bags and dispose them in the Refuse Chambers of the respective floor. All wet refuse should be thoroughly drained, wrapped in newspaper and sealed in non-porous polythene bags to prevent dripping on the floor. The Refuse Chambers will be cleared and cleaned daily by the Cleaners.
- (b) The Refuse Chamber is designed for ordinary domestic and limited commercial refuse. Heavy or bulky objects such as packing cases, packing material, cartons, discarded pieces of furniture and such like must be placed in the main refuse bins.
- (c) The Owners/Residents shall take such measures as may be necessary to ensure that any effluent discharged into the drains or sewers which belong to or are used in common for the Parcel will not be
- (d) in any way harmful to the said drains or sewers or cause any obstruction or deposit therein.
- (e) The Owners/Residents shall clean and clear up material stuck in the gratings of floor traps in the bathrooms or wash areas so as to prevent water ponding which may cause water leakage to the Parcel below.
- (f) The Owners/Residents shall not dispose rubbish or items through the down pipes, sinks, basins and water closets as this may obstruct the smooth flow of the discharged water and may even lead to back flow of such discharged water.

1.2 ALTERATIONS AND MODIFICATIONS

1.2.1 Uniformity of the Facade

In order to maintain the uniform image of the Development, Owners/Residents shall not, without the prior written consent of the Management in writing, carry out any renovation works involving changes to the exterior of the Building. These limitations include painting or other decorations of any nature, alteration to the windows installed in the external walls the affixing of grilles, the installation of electrical wiring, television antenna, parabolic dish, machines or air-conditioning units which may protrude through the wall or the roof of the said Building or change the appearance of any portion of the said Building.

The fixing of iron grilles to the windows/doors (please obtain the design layout from PMO) and the air-conditioner compressor of the Parcel (please refer to Appendix I) shall follow the design approved by the Management.

1.2.2 Prohibitions

Any renovation works to be carried out to the Parcel are subject to the rules and regulations contained in the **Application Form for Renovation Works (Form A – E)** and this Manual. (*A copy of the Application Form for Renovation Works (Form A – E) is available from the PMO*).

The Owners/Residents shall not in any event: -

- (a) Make any structural or material alterations and/or renovations to the Parcel involving hacking and/or to remove partially / totally of modify the building structure members such RC Wall, RC Columns, RC Beam and RC Slab etc, or any part thereof without first obtaining the written approval of the Management and subject to the same being approved by the Relevant Authorities;
- (b) Install any individual air-conditioners or other high voltage electrical equipment without the prior written approval of the Management; or
- (c) Install additional burglar alarms without prior written approval of the Management, PROVIDED ALWAYS that the burglar alarms to be installed must be of the models approved by the relevant Governmental Departments. In such a case, an emergency contact number must be left with the Management to enable the Owners/Residents to be contacted when the Parcel is empty.

1.3 REPAIR AND MAINTENANCE

1.3.1 Access to Carry Out Repair Works

The Owners/Residents shall permit the Management or its agent or workmen at all reasonable times to enter upon the Parcel to carry out repair works to the Parcel or to other portions of the Building not conveniently accessible otherwise from or through the Parcel.

The Owners/Residents shall permit the Management, its agents or workmen to enter upon the Parcel to lay, fix in and lead through the Parcel, all such wires and cables for electricity and pipes for water and sewage as the Management may from time to time require to lay, fix in and lead through the Parcel, or to repair, remove or replace such wires, cables or pipes for the general purposes of the Building.

1.3.2 Repair at the Parcel

Maintenance of fixtures, fittings and furnishings etc inside individual Parcels are not the responsibility of the Management. The Owners/Residents is advised to engage independent contractors whenever such problems arise.

1.4 LOAD BEARING CAPACITY

All service apartment floors are designed to take loads not exceeding 1.5KN per square meter. The placing of heavy loads such as safe, furniture etc must be placed near to the beams.

1.5 **SECURITY ACCESS CARD**

1.5.1 **Security Access Card**

Every Parcel will be entitled bays in accordance to the executed Sale and Purchase Agreement. The car parking bay is solely for the use of Owners/Residents. The Owners/Residents shall furnish the PMO with the details of **Car Registration Form** and cause the Tenants/Occupiers to submit the Car Registration Form to the PMO. *(A copy of the Car Registration Form is available from the PMO).*

Each Parcel will be issued with 2 or 3 pieces of security access card based on the number of car parking bays allocated for the Parcel in accordance to the executed Sale and Purchase Agreement. The initial security access card will be used to open the barrier at the main entrance and panel of lift lobby. The initial security access card will be issued to the Owners/Residents free of charge and RM100.00 will be charged to the Owners/Residents for any extra security access card and for security purposes, this card will only allow to access at the lift lobbies and facilities' floors and not at the entrance barrier. Maximum of five (5) security access cards will be issued for one Parcel inclusive the initial security access card and the application for the extra security access card only can be made by the Owners of the Parcel. The Owners/Residents shall furnish the PMO with the details of **Owners/Residents Registration Form** and to submit to PMO. *(A copy of the Owners/Residents Registration Form is available from PMO).*

Owners/Residents are to notify the Management should there be a change of vehicle or vehicle registration particulars.

The security access card shall not be transferable and any abuse of the security access card shall result in such privilege being withdrawn.

1.5.2 **Loss of Security Access Card**

Loss of security access card must be reported to the Management in writing immediately. A replacement for a new security access card would be charged at RM100.00 per card.

1.6 **USE OF CAR PARK**

1.6.1 **Right to Use the Car Parking Bay**

The usage of the car parking bay is subject to the prompt payment of the service charges, sinking fund and other charges. Failure to make payment of the said charges within the stipulated period will result in the parking privilege of the Owners/Residents being withdrawn via the barring of the security access card at the entrance barrier.

10

1.6.2 **Restricted Use**

The Owners/Residents shall use the car parking bay strictly for parking the Owners/Residents' own car. Vehicles found parked in the areas not meant for parking or caused obstruction are liable to be towed away or clamped without notice to the vehicle owner. The vehicle owner concerned will have to bear the cost of RM100.00 for the removal of wheel clamp.

The Owners/Residents shall not use the car parking bays designated for the Visitors.

1.6.3 **Guests' Parking**

The Guests shall only park at the designated Guests' parking bays. The Guests are not allowed to park at the lots meant for Owners/Residents. The Owners/Residents are responsible for ensuring that their Guests abide by the parking rules. The Guests' vehicles are not allowed to park overnight within the compound of the Development unless with prior approval from the Management.

1.6.4 Vehicle Obstruction

The Owners/Residents shall not park any vehicle in any car parking bays so as to interfere with the right of access or egress to adjacent parking bays or the adjacent roadways. Any vehicles found parked in the wrong location or caused obstruction are liable to be towed away or clamped at the Owners/Residents' expenses.

1.6.5 Installation of Grilles Or Barriers

The Owners/Residents shall not affix any grilles or place or build any form of obstruction whatsoever at the entrance, exit or driveway to or in the car parking bays or any other area not designated for parking of vehicles and the Management is entitled to remove at the cost of the Owners/Residents any such obstruction so caused by them.

1.6.6 Height Restriction

The maximum vehicle height allowed in the Car Park is 2.0 metres. No vehicles higher than 2.0 metres are allowed.

1.6.7 Assignment Of Car Parking Bay

The car parking bay may only be used by the Owners/Residents or their licensees. The Owners/Residents shall in no circumstances assign the car parking bay to any other parties. In the event of any breach of this condition will result in the parking privilege of the Owners/Residents being withdrawn.

The Owners/Residents who let out their Parcels will forfeit their privilege of entering into the car parking bay and such parking bay will automatically be assigned to their Tenants. For this purpose the Owners/Residents must inform the Management in writing of such tenancy arrangements.

1.6.8 Park at Your Own Risk and No Liability

All vehicles are parked at owners' own risk. The vehicles and goods left in the parking area are at the risk of the vehicle owners. The Management will not be liable for any claims, damages, thefts or loss of such vehicles or goods from whatever or however cause arising as a result of or in connection with any act on the part of the Management whether negligence or not.

Note: Parking Bay with bicycle & extra storage area

1.2 ACTS AFFECTING FIRE RISKS

1.2.1 Storage of Noxious, Dangerous or Hazardous Goods

The Owners/Residents shall not bring, store or permit to be stored in the Parcel or any part of the Building any materials that may contravene any local ordinance, statute, regulations or by-laws or in respect of which an increased rate of insurance is usually required and in particular not to store arms, ammunition or unlawful goods, gunpowder, kerosene or any explosive or combustible substance or any goods which in the opinion of the Management are of a noxious or dangerous or hazardous nature.

11

Highly combustible substances such as paint and petroleum products should be properly packed or parcelled for disposal.

1.2.2 Avoidance of Insurance Policy

The Owners/Residents are not allowed to do or permit or suffer to be done anything whereby the policy or policies of insurance on the Parcel or on the Building against damage by fire may become void or voidable or whereby the premium may be increased.

The Owners/Residents shall give notice to the Management immediately upon the happening of any event which might affect the fire insurance policy of the building.

1.3 SECURITY AND SAFETY

1.3.1 Safety within the Development

Driving within the compound of the Development must be at a slow speed for the safety of other Owners/Residents especially young children.

1.3.2 Safety within the Parcel

The Owners/Residents must take all precautions to prevent any outbreak of fire. Aerosol products such as lighter, fuels, hair sprays and electronic device must be kept away from strong sunlight.

All electrical and gas appliances must be switched off when not in use. The Owners/Residents must not connect several appliances to a single outlet to avoid overloading. Any electrical connection without the approval from TNB is strictly prohibited.

1.3.3 Owners/Residents' Responsibilities for Security

The Owners/Residents shall be responsible for the locking and securing of the doors and windows of the Parcel at all times.

The Owners/Residents shall take additional precautionary measures such as installing additional locking facilities to ensure security of their own premises.

1.3.4 Security and Safety Measures

The Owners/Residents shall comply with the security and safety measures imposed by the Management.

1.3.5 Insurance Coverage

Although the Service Apartment are covered by insurance (all risks) for their replacement value, Owners/Residents are advised to purchase extra cover for household items and furnishing, which are not covered by the original insurance policy.

1.4 GUESTS

- (a) The Guests of the Owners/Residents will only be permitted into the Building after the Guests have provided their particulars to the security guard at the guard house. The Management reserves the right to request any Guests or serviceman to leave the Development if the Guests or serviceman refuses to provide his/her/their particulars to the security guard or reception.
- (b) The Owners/Residents may inform the reception or security guards of their expected Guests by furnishing relevant details in advance to facilitate easy administration.
- 12 (c) The Owners/Residents shall be responsible for ensuring that their Guests to comply with the House Rules and other rules and regulations at all times and that their behaviour are not offensive to other Owners/Residents. The Owners/Residents shall be liable for any damages caused by their Guests.
- (d) The Owners/Residents shall not permit or suffer any person of unsound mind or a drunkard or drug addict or criminal to come in or about their Parcel.

1.5 **COMMON FACILITIES PROVIDED FOR OWNERS/RESIDENTS OF SOHO.**

Common facilities provided within the Building for the usage of the Owners/Residents: -

- Changing Room
- Guard House
- Gymnasium
- Futsal
- Basketball Court
- Kindergarten
- Cafe
- Multi-Purpose Hall/Badminton Court
- Study/Reading Room
- Swimming Pool
- Surau
- Children Playground
- Barbecue (BBQ) Pit
- Roof / Garden

1.6 **COMMON RULES AND REGULATIONS IN THE USAGE OF RECREATIONAL FACILITIES**

1.6.1 **Right to Use the Recreational Facilities**

The Owners/Residents who let out their Parcels shall forfeit their privilege which shall automatically be assigned to their Tenants. The Management reserves the absolute right and discretion to prohibit any Defaulters in maintenance fees from using the recreational facilities.

1.6.2 **Use of Recreational Facilities by the Owners/Residents**

The Owners/Residents shall be entitled to use the recreational facilities only in accordance with the Rules and Regulations governing each recreational facility as contained herein.

1.6.3 **Use of Recreational Facilities by Children below Twelve (12) Years Old**

Children under twelve (12) years old shall not be allowed to use any of the recreational facilities unless accompanied by their parents or supervising adults who shall be responsible for their safety and proper behavior.

1.6.4 **Use Of Recreational Facilities By Guests Of Owners/Residents**

(a) The Owners/Residents must register their Guests with the Management before using the facilities.

(b) The Guests must be accompanied by the Owners/Residents at all times. The Owners/Residents are responsible for the behavior and good conduct of their Guests. The Owners/Residents must ensure that their Guests observe all relevant Rules and Regulations.

(c) The Management, Security Guards or any authorized person reserves the right to ask the Guests to leave the recreational facilities if the Guests are misbehaving or not accompanied by the Owners/Residents, or if the recreational facilities have been overcrowded.

1.6.5 **Identification**

The Management, Security Guards or any authorized person may require any person in the recreational area to identify him or herself. Only those registered Owners/Residents/Guests are permitted to use the recreational facilities.

1.6.6 **Use of Radios, Tape Recorders, Etc. Within The Recreational Facilities**

Radios, hi-fidelity equipment, television sets, musical instruments and other like equipment shall not be used in or around the recreational area.

1.6.7 Person Who Breaches Any Rules When Using the Recreational Facilities

The Owners/Residents who breaches any of the rules contained herein may be required to leave the recreational facilities area at once and shall be barred from making reservations for a period of four (4) weeks.

1.6.8 Liability for Damage

The Owners/Residents shall be responsible for any damage caused to the recreational facilities by them or their Guests. The Owners/Residents must inform the Management or Security Guard on any existing damage to the facility or equipment they or their Guests are about to use, failing which they shall be held responsible and liable for such damage.

1.6.9 Disclaimer Clause

The Management shall not be held responsible for any loss or damage to any personal property, injury or death arising from carelessness or negligence on the part of the person's concerned or other third person or arising from failure to abide by the relevant rules and regulations or for any other reason whatsoever.

1.7 USE OF THE SWIMMING POOL

- a) Opening hours: 7.00 am – 10.00 pm daily.
- b) No person shall be allowed to use the pools when the pools are closed. The Management shall reserve the right to close the pool for maintenance purposes at its sole discretion.
- c) All children under the age of 12 years shall not at any time be near or allowed to use the pool unless accompanied and supervised by an adult who shall be responsible for their conduct or safety.
- d) For hygiene reasons, showers must be taken without exception by all users before entering the pools. All sun-tan lotion/oil or the like must be removed before entering the pools. The Owners/Residents/Users are required to use footbaths before entering the pools.
- e) Proper swimming attire must be worn by all users of the pools at all times. Swimmers are advised to wear swimming caps when swimming.
- f) No horseplay or similar activities shall be allowed in the pools or its surrounding areas.
- g) No swimming will be allowed during chemical treatment or cleaning hours.
- h) No large mats, bulky floats, snorkels and scuba gears shall be used in the pools.
- i) No diving is allowed in the pools.
- j) All users of the pool are strongly advised to leave the pool during thunderstorms or under any emergency situations or other life threatening circumstances, in their own interest.
- k) Glassware, breakable and other harmful objects (such as hair pins, curlers, safety pins, bobby pins, etc) are forbidden in the pools.
- l) Food and drinks are not allowed in the pools and immediate pool deck areas. Smoking in the pools and surrounding areas are strictly prohibited.
- m) The Management will not be responsible for any loss and/or damage to the personal property left in the changing rooms or in any other parts of the Building.
- n) The filtration pump room of the swimming pool is out of bounds to all Owners/Residents.
- o) No person suffering from any infections, contagious diseases or with bandages or open wounds of any type shall use the pools. Spitting or any other unhygienic acts in or around the pool or deck area are strictly prohibited.
- p) Portable radio/cassette/compact disks/mp3 players are permitted in the pool deck areas provided the volume is controlled and do not annoy other users around the pool.
- q) No person who is under the influence of liquor, drugs or any other form of intoxicating matter or substance shall use the pool.
- r) The Management shall have the authority to expel from the pool areas any person disobeying the rules or endangering their safety or other persons.
- s) The Management declares that no lifeguards will be employed or stationed at the swimming and wading pools. The Management will not be responsible for any death or injuries whatsoever caused to person(s) using the swimming and/or wading pools.
- t) The swimming pool and the swimming pool area are to be used solely for swimming only and the use of the same for other activities shall be at the Management's discretion subject to any terms, conditions and/or fee to be determined by the Management provided that such usage shall not in any event cause a nuisance to other Owners/Residents' usage and enjoyment of the swimming pool and/or the swimming pool area.

1.8 USE OF THE CAFE

- (a) The Owners/Residents who intend to rent the Cafe for private use is requested to submit a formal application to the Management. All applications must be made seven (7) days in advance stating the nature, date and time before the business/activities start. The approval is on a first-come-first served basis.
- (b) The rental to be determined according to the type of business/activities.
- (c) The Management reserves the right to prohibit any Defaulters in maintenance fees from using the Cafe.
- (d) The Owners/Residents are responsible for the removal of all rubbish in the Cafe and its surrounding areas and to keep the Cafe clean and tidy every day. The Owners/Residents shall at their own costs rectify all damages to the Cafe or other common areas caused by the Owners/Residents.
- (e) The security deposit is refundable free of interest upon the satisfaction of the Management on the cleanliness of the Cafe and its surrounding areas and the making good of any damages to the premises or common property.
- (f) Usage of any musical instruments or audio equipment for the business/activities requires prior consent of the Management.
- (g) The Management shall not be held responsible for any accident or theft which may arise out of the business/activities.
- (h) The Applicant shall indemnify the Management and shall be held responsible for any liabilities and whatsoever claims made against the Management by other Owners/Residents or whomsoever arising out of the business/activities.
- (i) The Management shall not assume responsibility for any accident/death etc to users while in the Cafe or for any loss and/or damage to personal properties.
- (j) The Management reserves the right to change or amend these guidelines if deemed necessary without prior notice.

1.9 USE OF THE MULTI-PURPOSE HALL

The Multi-Purpose Hall is suitable for various types of community activities/functions i.e. social gatherings, art and craft exhibitions, indoor games and meetings. (STRICTLY NO RELIGIOUS GATHERINGS/ASSEMBLIES OR FUNERAL WAKES ARE ALLOWED).

- a) Opening hours: 7.00 am – 10.00 pm.
- b) Booking is available for Owners/Residents only and will be on a 'first-come-first-serve' basis. All booking shall give an advance of seven (7) days' notice via the Facilities Booking Form.
- c) Guests list must be provided to the Management three (3) working days prior to the function.
- d) The maximum duration of the hall usage is two (2) days per one booking. A refundable deposit of RM500.00 per day to the Management upon confirmation. The deposit will be refunded after a joint inspection with the Management, or a RM 100.00 will be deducted for cleaning and refuse clearing expenses if applicable, if the cost of cleaning and refuse clearing is higher than the deposit collected, the balance will be back charged to the Owners/Residents respectively.

1.10 USE OF THE BADMINTON COURT

- a) Opening hours: 7.00 am – 10.00 pm.
- b) Reservations can be made at the Management office and up to seven (7) days in advance during office hours.
- c) Reservations must be made in person, reservations through telephone will not be entertained.
- d) The reservation will be considered cancelled if the applicant does not show up after 10 minutes of reserved time.
- e) Each unit may book only one (1) hour day, not exceeding three (3) hours per week.
- f) Strictly no smoking or eating is permitted in the games courts.
- g) Proper sports attire must be worn. Shoes must be white rubber-soled and free from sand that may scratch or impair the flooring.
- h) All lights and fans are to be switched off after use of the courts by the users.
- i) Any players found in breach of any rules and regulations set by the Management will be asked to leave the courts.
- j) The Management will not assume responsibility for any accidents to users while in the courts or any loss and/or damage to personal property.
- k) Failure to comply with ANY rules Residents/Guests will be barred from using the facilities by the Management.

1.11 USE OF THE STUDY/READING ROOM

- a) Opening hours: 7.00 am – 10.00 pm daily.
- b) **STRICTLY** for Owners/Residents' usage only.
- c) Booking system may be implemented by the Management as and when necessary.
- d) All the equipment are the properties of the Management and are provided for the benefit of the Owners/Residents and shall always be utilized within the designated area. These are not allowed to be taken out of the designated area.
- e) Owners/Residents shall reimburse the Management for any damage to equipment caused by them and also pay for any article/object or equipment taken or removed. The Management shall refuse the Owners/Residents from utilizing any of the common services until payment is recovered.
- f) Owners/Residents are not allowed to use or handle any equipment without the written approval of the Management or Registration Counter.
- g) Owners/Residents patronizing the facility must be properly attired.
- h) Smoking is not permitted.
- i) Food, drinks and other beverages are not allowed to be brought in the vicinity.
- j) The Management may at its own discretion ask any person to vacate the vicinity if that person is deemed to be nuisance to others.
- k) These Rules and Regulation are subject to change without notice.

1.12 USE OF THE GYMNASIUM

- a) The gymnasium is open from 6.00 am to 11.00 pm every day, except when they are being closed for maintenance.
- b) No smoking, food or beverages shall be permitted in the gymnasium.
- c) No swimming wears are to be worn in the gymnasium. Users of the gymnasium must be properly attired.
- d) No street / outdoor shoes such as boots, high heeled shoes or leather shoes except proper sport shoes are to be worn in the gymnasium.
- e) All equipment in the gymnasium is to be used only for its specified purpose only.
- f) No equipment is to be taken out of the gymnasium. The equipment is to be placed back to its original position after use.
- g) Wipe down with provided sanitizer after usage.
- h) All lights and air-conditioners are to be switched off after the use of the facility.
- i) Children under twelve (12) years of age must be accompanied and supervised by an adult.
- j) The Management shall not be liable for any loss/damage to personal property and/or injuries/death sustained by the user(s) in gymnasium.

1.13 USE OF THE PING PONG ROOM.

16

- a) Opening hours: 9.00 am – 10.00 pm daily.
- b) **STRICTLY** for Owners/Residents' usage only
- c) Booking system may be implemented by the Management as and when necessary.
- d) All the equipment are the properties of the Management and are provided for the benefit of the Owners/Residents and shall always be utilized within the designated area. These are not allowed to be taken out of the designated area.
- e) Owners/Residents shall reimburse the Management for any damage to equipment caused by them and also pay for any article/object or equipment taken or removed. The Management shall refuse the Owners/Residents from utilizing any of the common services until payment is recovered.
- f) Owners/Residents are not allowed to use or handle any equipment without the written approval of the Management or Registration Counter.
- g) Children under twelve (12) years old must be accompanied and supervised by an adult.
- h) Owners/Residents patronizing the facility must be properly attired.
- i) Smoking is not permitted.
- j) Food, drinks and other beverages are not allowed to be brought in the vicinity.
- k) The Management may at its own discretion ask any person to vacate the vicinity if that person is deemed to be nuisance to others.
- l) These Rules and Regulation are subject to change without notice.

1.14 USE OF THE OUTDOOR (ROOFTOP)

- a) Opening hours for Rooftop: 9.00 am – 10.00 pm daily.
- b) **STRICTLY** for Owners/Residents' usage only
- c) Children under twelve (12) years old must be accompanied and supervised by an adult.
- d) Owners/Residents patronizing the facility must be properly attired.
- e) Smoking/Vaping is not permitted.
- f) Food, drinks and other beverages are not allowed to be brought in the vicinity.
- g) The Management may at its own discretion ask any person to vacate the vicinity if that person is deemed to be nuisance to others.
- h) These Rules and Regulation are subject to change without notice.

1.15 USE OF THE BARBECUE IN THE SKY ("BBQ")

- a) Opening hours: 9.00 am – 10.00 pm daily.
- b) Booking is available for Owners/Residents only and will be on a 'first-come-first-serve' basis. All bookings shall give an advance of seven (7) days' notice via the Facilities Booking Form.
- c) Guests list must be provided to the Management three (3) working days prior to the function.
- d) Maximum number of guests permitted is only 30 persons per function.
- e) Guests are NOT allowed to use any facilities.
- f) The application is subject to the payment of a refundable deposit of RM200.00 per booking must be paid to the Management upon confirmation. The deposit will be refunded after a joint inspection with the Management, or deducted for cleaning and refuse clearing expenses if applicable. If the cost of cleaning and refuse clearing is higher than deposit collected, the balance will be back charged to the Owners/Residents respectively.

1.16 USE OF THE CHILDREN PLAYGROUND AREA

17

- a) Opening hours: from 7.00 am to 10.00 pm daily unless otherwise notified by the Management. The Management reserves the right to close the area for purpose of maintenance without having to give any notice.
- b) All persons are advised to leave the area during heavy rain, lightning and thunderstorm. The Management shall not be liable for any injury or death caused to any person or persons whilst at the play area.
- c) The Management shall not be liable for any damage or loss of any articles belonging to the users of facilities. Those who leaves behind their belongings unattended in any part of the play area shall do so at their own risk.
- d) No animals (pets) are allowed into the play area.
- e) Owners/Residents must carry their Resident's Card and produce them upon request by authorized personnel of the PMO while at the play area.
- f) Parents bringing their children (below 15 years) to the play area shall do so at their own risk and without liability of any sort on the part of the Management and they shall be entirely responsible for the acts, conduct and safety of their children.
- g) User(s) of the play area facilities shall be dressed presentably and appropriately. Sandals and slippers are not permitted.
- h) User(s) of the play area are not permitted to eat, smoke or drink alcoholic beverages while at the said area.
- i) User(s) are refrained from creating any nuisance or doing any act or things, which may cause annoyance to others. The Management reserves the right to expel any Owners/Residents for non-compliance of Rules and Regulations.
- j) Any user(s) found to have damaged any part of the play area shall be required to pay the cost of repair/replacement which amount shall be determined by the Management.

1.17 USE OF THE FUTSAL COURT

- a) Opening hours: from 7.00 am to 10.00 pm daily unless otherwise notified by the Management. The Management reserves the right to close the area for purpose of maintenance without having to give any notice.
- b) Reservations can be made at the Management office and up to seven (7) days in advance during office hours.
- c) Reservations must be made in person, reservations through telephone will not be entertained.
- d) The reservation will be considered cancelled if the applicant does not show up after 10 minutes of reserved time.
- e) Each unit may book only one (1) hour day, not exceeding three (3) hours per week.
- f) All persons are advised to leave the area during heavy rain, lightning and thunderstorm. The Management shall not be liable for any injury or death caused to any person or persons whilst at the play area.
- g) The Management shall not be liable for any damage or loss of any articles belonging to the users of facilities. Those who leaves behind their belongings unattended in any part of the play area shall do so at their own risk.
- h) No animals (pets) are allowed into the play area.
- i) User(s) of the play area facilities shall be dressed presentably and appropriately. Sandals and slippers are not permitted.
- j) User(s) of the play area are not permitted to eat, smoke or drink alcoholic beverages while at the said area.
- k) User(s) are refrained from creating any nuisance or doing any act or things, which may cause annoyance to others. The Management reserves the right to expel any Owners/Residents for non-compliance of Rules and Regulations.
- l) Any user(s) found to have damaged any part of the play area shall be required to pay the cost of repair/replacement which amount shall be determined by the Management.

1.18 USE OF THE BASKETBALL COURT

- a) Opening hours: from 7.00 am to 10.00 pm daily unless otherwise notified by the Management. The Management reserves the right to close the area for purpose of maintenance without having to give any notice.
- b) Reservations can be made at the Management office and up to seven (7) days in advance during office hours.
- c) Reservations must be made in person, reservations through telephone will not be entertained.
- d) The reservation will be considered cancelled if the applicant does not show up after 10 minutes of reserved time.
- e) Each unit may book only one (1) hour day, not exceeding three (3) hours per week.
- f) All persons are advised to leave the area during heavy rain, lightning and thunderstorm. The Management shall not be liable for any injury or death caused to any person or persons whilst at the play area.
- g) The Management shall not be liable for any damage or loss of any articles belonging to the users of facilities. Those who leaves behind their belongings unattended in any part of the play area shall do so at their own risk.
- h) No animals (pets) are allowed into the play area.
- i) User(s) of the play area facilities shall be dressed presentably and appropriately. Sandals and slippers are not permitted.
- j) User(s) of the play area are not permitted to eat, smoke or drink alcoholic beverages while at the said area.
- k) User(s) are refrained from creating any nuisance or doing any act or things, which may cause annoyance to others. The Management reserves the right to expel any Owners/Residents for non-compliance of Rules and Regulations.
- l) Any user(s) found to have damaged any part of the play area shall be required to pay the cost of repair/replacement which amount shall be determined by the Management.

18

1.19 FUNERAL AND BEREAVEMENT ARRANGEMENTS AND RELIGIOUS CEREMONY

The Owners/Residents shall not hold such arrangements in their Parcel and shall do so in a funeral parlor or place of worship of their own respective faith so as to observe the privacy of other Owners/Residents in the Building.

1.20 SURAU

Strictly for the use as a place for prayers of Muslim residents and their Muslim guests. As this is a place for prayers, Muslim residents are encouraged to ensure its proper care and use at all without causing any inconvenience whatsoever to other residents in the Complex. Under no circumstances can the surau be used for any other purposes.

Rules & Regulations

1.21 RULES AND REGULATIONS OF BUILDING

The Management shall have the right at any time and from time to time to decide, vary, amend or add to the said Rules and Regulations for the time being issued whenever the Management deems such variations, amendments, deletion or addition shall be necessary or desirable for regulating the use of the Parcel or the Common Area or the Building.

1.22 COMPLIANCE WITH BY-LAWS ETC.

The Owners/Residents shall observe and comply at the Owners/Residents' expense with all laws, by-laws, rules and regulations affecting the Owners/Residents or other Owners/Residents in the Parcel in relation to their occupation within the Development as and when necessary and to keep the Management indemnified in respect of the same.

1.23 DISCLAIMER

The Management shall not be liable in any manner whatsoever for loss of or damage to any personal property, injury or death of any person in the Building.

B. RENOVATION AND MOVING PROCEDURES

Before Renovation Work commences on your Parcel, kindly refer to attached **Application Form for Renovation Works (Form A to Form E)** and the Renovation and Moving Procedures herein and duly inform the Management of your intended date of commencement of work.

Please comply with the following rules and regulations when you are planning for renovation works and moving your furniture (collectively as "renovation works"):-

1. GENERAL

- a) Any plans and details of the proposed works ["Plans"] must be submitted to the Management for consent at least one (1) month before commencement of any work. In all respect, consent by the Management does not amount to consent by the relevant authorities.
- b) It shall be Owners/Residents' responsibility to ensure that all renovation works to be undertaken by the Owners/Residents shall comply with the requirement of all relevant authorities and the Owners/Residents shall obtain all necessary approvals as required by the prevailing acts, by-law and regulations imposed by such authorities. Submissions to the buildings architect, structural engineer and M&E engineer where necessary, must be made by the Owners/Residents' contractor, and the costs thereto shall be borne by the Owners/Residents. A copy of such approvals is to be forwarded to the Management for records purposes.
- c) The content of the Plans shall include that layout for, amongst others:
 - i) Interior Designs Layout Plans;
 - ii) Electrical, Plumbing, Air-Conditioning Schematic/Line Drawing;
 - iii) Detailed drawings and specifications.
- d) Renovation works shall be carried out during the following hours only:- Monday –
Friday : 9.00 am to 5.00 pm
Saturday : 9.00 am to 1.00 pm (No Hacking/Drilling/Hammering is allowed)

No works is permitted to be carried out on Sundays and Public Holidays.

- e) All floors are to be designed to take loads not exceeding 1.5KN/m². The placing of heavy loads in excess of this weight must be checked and approved by the Structural Engineers for the Building. Proper drawings indicated the location for such loads and their details must be submitted to the Structural Engineer when such approval is required and all costs including the Structural Engineer's fees shall be borne by the Owners/Residents. Generally, safes and other heavy objects shall be placed along beams and columns. A copy of such approvals is to be forwarded to the Management for record purposes.

Rules & Regulations

- f) 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.
- g) No renovation works involving hacking and/or removes partially / totally or modifies the building structure members such as RC Wall, RC Columns, RC Beam and RC Slab etc. Any damages affected by the renovations due to negligence of the Contractor are to be made good. Failing which the amount for the repair will be deducted from the Deposit paid. Should the deposit amount is insufficient to cover the cost of repair, the Owners/Residents are to pay for the excess amount incurred.
- h) The Owners/Residents' Contractor is ensure that they have received approval from the Management before isolating or connecting any M&E services e.g. power supply, telephone wiring, fire-fighting, air-conditioning and plumbing.
- i) The Owners/Residents' Contractor shall provide its readings shall be recorded in the presence of the PMO's Staff prior to any renovations. The Owners/Residents are responsible and shall bear the costs of water and electricity consumed throughout the renovation period.
- j) During renovation, the Contractor must take all necessary precautions to avoid damage to the building, fittings, walls, floors, ceiling and glass panels. The Contractor is required to vacuum and clean the premises during and after the renovation period to the satisfaction of the Management. The Owners/Residents will be held responsible for any damage caused to the Building during the course of renovation works. In the event of any non-compliance by the Contractor or its agents/representatives of the rules and regulation of renovation works, the Management shall reserves the rights to stop the renovation works and to bar the access of the Contractors or its agents/representatives until all the rectification has been duly rectified.
- k) A refundable deposit is required before any permitted renovation works are carried out. The refundable deposit sum shall be: -
 - RM2,000.00 - Minor renovation works which involve fixing additional fixture(s) e.g. Cabinets, Grilles, Air Conditioners.
 - RM5,000.00 - Major Renovation that involves modification/alteration/demolition/hacking fiber ceiling, wet and cement works.(Hereinafter collectively to be known as "the Renovation Deposit").
- l) The Owners/Residents are responsible for the removal and disposal of all renovation debris and garbage from renovation works. All such debris and garbage must be removed and disposed of in a proper manner, out of the building premises on a daily basis. At no time shall the Owners/Residents/Contractor dispose of any building materials including wood and hardware in the refuse room(s) in the Building or at the Main Refuse Chamber. The Management reserves the right to deduct from the Renovation Deposit and/or such amount as may be incurred by the Management in removing or disposing debris or rubbish found in and/or within the vicinity of the Building. In the event there is a shortfall to the deductions, the Owners/Residents shall undertake to pay the Management promptly.
- m) During renovation, all materials are to be delivered at the designated location. Kindly note that the lifts are passenger lifts, not to be used for the transportation of any construction materials.
- n) Upon completion of the proposed renovation works and subject to the approval of the relevant authorities, the Owners/Residents are to write to the Management for a joint inspection of the premises. At the joint inspection, the Management's representative will determine if any damage was done to the Building and if so to ascertain the costs of repairing or restoring such damage and all costs and expense incurred thereby including but not limited to any additional administrative costs and other chargeable costs shall be deducted from the Renovation Deposit. In the event the Renovation Deposit is insufficient to cover the costs incurred by the Management for the damage caused, any difference shall forthwith by payable by the Owners/Residents to the Management.

Rules & Regulations

- o) Please be notified that the Management shall not be liable at all times for any personal injuries or deaths (collectively as “accidents”) that may befall for any reason whatsoever on the Owners/Residents or Contractor’s employees, servants or agents at the Building during the renovation period. The Owners/Residents/Contractor undertakes to indemnify the Management in full in the event any claims are made against the Management in respect of the aforesaid accidents.
- p) The Owners/Residents/Contractor shall be fully liable to the Management for any damages, loss expenses or costs suffered by the Management arising from the Owners/Residents’ Contractor’s negligence and/or default and the Owners/Residents/Contractor further agrees to keep the Management indemnified against any claim by any third party arising out of the negligence or default of the Owners/Residents/Contractor in carrying out the services under this Agreement.
- q) No inflammable or combustible materials are allowed to be stored in any part of the Building at all times during the renovation works without prior written consent of the Management.
- r) The Owners/Residents/Contractor shall ensure that all works carried out shall not in any way affect, deface, damage or destroy any of the existing structure or common areas/corridors of the Building.
- s) The Owners/Residents/Contractor shall further ensure that there will be no interference or damage or destruction of any kind on the Building’s fire protection system, window mullion, telephone trunking box, sanitary piping, air-conditioning ducting, ceilings, walls, carpets, flooring and other electrical, mechanical and sewerage system of the Building.
- t) The Owners/Residents/Contractor must provide a layer of approved protection covering for the flooring/wall renovation guide along the common corridor at all times during renovation work. In addition, care must be taken to ensure that air-conditioning duct and smoke detectors at the common areas are not damaged or rendered defective as a result of dust or dirt emitting from the renovation works carried out.

2. ELECTRICAL WORKS

- a) The Owners/Residents shall engage a registered electrical contractor with Jabatan Bekalan Elektrik Malaysia (JBE)/Tenaga Nasional Berhad (TNB) to undertake the wiring works in accordance with the requirements of TNB/JBE/IEE and the Management.
- b) No electrical wiring works can be carried out without the Management’s prior written approval. The Contractor appointed to undertake the works must submit detailed layouts/single line drawings/ circuit diagrams indicating the locations of the proposed electrical points.

3. AIR-CONDITIONING WORKS

- a) A registered electrical contractor with Jabatan Bekalan Elektrik Malaysia (JBE)/Tenaga Nasional Berhad (TNB) to undertake the wiring works in accordance with the requirements of TNB/JBE/IEE and the Management.
- b) The Contractor appointed to undertake the works must submit proper drawings indicating any additional air-conditioning unit installation and their capacity. This should be submitted in advance to allow for sufficient time for the Management’s consideration and approval.
- c) If additional air-conditioning units are to be installed, the unit(s) must be securely installed with proper vibration isolators and acoustic insulation to avoid noise and vibration later. The Owners/Residents shall be solely responsible for any damage to the Building resulting from the overflow/leaking of such water from the air-conditioning.
- d) The fixing of the air-conditioner compressor of the Parcel shall follow the layout approved by the Management (*please refer to Appendix I*). The Owners/Residents are recommended to install the 5 star rating air-conditioner or inverter air-conditioner system to the Parcel for environment friendly purposes.

4. **PLUMBING WORKS**

- a) The appointed Contractor must submit proper drawings indicating the proposed works to be undertaken. This should be submitted to M&E Engineer who is appointed by the Management in advance to allow for sufficient time for the Management's consideration and approval.
- b) All works must be undertaken in accordance with the requirements of the building by-laws, DOE, etc.
- c) There must be no pipes running along the common corridor and staircase.
- d) 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 floor below shall be borne by the Owners/Residents.
- e) If any unauthorized tapping of water supply is found by the Management, a penalty charge of RM500.00 shall be levied on the Owners/Residents and such charge shall be deducted from the Renovation Deposit or charged to the Owners/Residents' monthly service charges at the Management's discretion.
- f) All pipe work should properly pressure tested before connecting to the main supply to prevent water leaking in the future.

5. **MOVING IN/OUT PROCEDURES**

- a) To avoid any inconvenience, moving in/out are restricted during the following Working Hours only: -
Monday – Thursday : 9:00 am – 12:00 pm ; 1:00 pm – 5.00 pm
Friday : 9:00 am – 12:30 pm ; 2:30 pm – 5.00 pm
Saturday : 9:00 am – 1:00 pm
Sunday & Public Holiday : Not allowed
- b) A moving in/out notice must be given to the Management at least seven (7) days prior to the proposed date so that the Management can make the necessary arrangements to assist the Owners/Residents. Please contact the PMO for further details.
- c) Owners/Residents or their Contractor has to unload their goods at the designated loading/unloading area. Unloading at the main entrance is strictly prohibited.
- d) Only service lift should be used for transporting goods under the supervision of the building security and within the approved hours only. The Owners/Residents shall be held responsible for any damages to the lift caused by the movers and shall bear all costs incurred to make good such repairs.
- e) The Owners/Residents shall also be held responsible for making good of any damages to the Building and its fabric arising from moving of goods in/out of the Building.

22

5A. **WORKERS**

- a) No illegal immigrants or workers shall be employed by the Owners/Residents or their Contractors in carrying out the works. The Management shall not be held responsible for such acts by the Owners/Residents or their Contractors and Owners/Residents shall indemnify and keep the Management harmless from all consequences arising there from.
- b) List of names and NRIC Numbers of workers who will carry out renovation works during Working Hours shall be given to the Management and a copy to the Security Room at least seven (7) days before commencement of work. All Contractors and their workers must produce their identification document/papers or work permits (for foreign workers) for registration at the PMO/Security Room each time they enter the Building for renovation works. Each Contractor/worker will be given a security pass/tag which must be worn visibly at all times. The security pass/tag must be returned to the PMO/Security Room before Contractor/workers leave the Building at the end of the day. The Management reserves the right to refuse entry or evict any of the Contractors/workers who have infringed and failed to adhere to any of the rules and regulations herein (including any amendments or variations as may be imposed by the Management from time to time).

Rules & Regulations

- c) The Contractor will be required to pay RM50.00 each for the replacement of lost or damaged security passes/tags.
- d) The Owners/Residents shall ensure that the Contractors and their workers are properly attired with safety equipment and shoes at all times.
- e) The Contractors and workers are not allowed to loiter around or in any other parts of the Building except for their work area.
- f) The workers are not allowed to utilize any Building's common toilets except for the toilets located at the work area.
- g) The Owners/Residents has to ensure that the Contractor has taken out adequate insurance coverage including but not limited to worker's compensation insurance and all risk policy to cover public liability and fire and water. Copies of the policies must be furnished to the PMO upon request.

5B. OTHERS

The Management reserves all rights to alter, modify, delete or add any new terms, conditions and/or rules and/or regulations as may be deemed necessary solely at the Management's discretion with reasonable notice to the Owners/Residents.

The Owners/Residents' Contractor is responsible to obtain approval from the Management.

The guidelines and rules set out herein shall be in addition to but not in diminution of the terms and conditions, stipulations or restrictions set out in the Sale and Purchase Agreement and the Deed of Covenants thereto or the schedules referred to therein

6. SPECIMEN FORMS

- (1) *Form A, B, C - Application for Renovation Works & Renovation Standard Guideline;*
- (2) *Form D - Contractor's Registration Form;*
- (3) *Form E - Request for Joint Inspection and Refund of Renovation Deposit;*
- (4) *Notice to Move In / Move Out;*
- (5) *Car Registration Form;*
- (6) *Owners/Residents Registration Form; and*
- (7) *Facilities Booking Form, Function Guest List & Post Function Checklist.*

(Please refer to Appendix II)

23

Kindly obtain the Forms from the PMO. The Management shall reserve the rights to amend the Forms from time to time.
