

*Bampfylde Residence
Management
Corporation*

*Rules, Regulations
& By-laws*

[July 2006 version]

RULES OF THE MANAGEMENT CORPORATION **(Second Schedule of the Strata Titles Ordinance, 1995)**

1. In the application of this Schedule to any particular management corporation - Interpretation

“the corporation” means the management corporation in question;

“the council” means the council of the corporation;

“general meeting” means a general meeting of the corporation;

“proprietor” means a subsidiary proprietor who is a member of the corporation

2. (1) Subject to this paragraph, the council shall consist of not less than three nor more than seven proprietors, who shall be elected at each annual general meeting and shall cease to hold office at the next annual general meeting. Composition of council, election of members and tenure of office

(2) Where -

(a) the first annual general meeting has not yet been held;

or

(b) there are not more than three proprietors,

the council shall consist of all the proprietors,

(3) Except where the council consists of all the proprietors, the corporation may at any time by resolution at an extraordinary general meeting remove any member of the council from office and appoint another proprietor in his place to hold office until the next annual general meeting.

(4) A member of the council may resign his office at any time by writing under his hand addressed to the corporation.

(5) Where a vacancy in the membership of the council occurs otherwise than by the operation of subparagraph (1) or (3), the remaining members may appoint another proprietor to be a member until the next annual general meeting.

(6) Members of the Council shall be eligible for re-election or re-appointment.

3. The council shall meet at such times and places and at such intervals as it thinks fit: Meetings of council.

Provided that any member of the council may convene a meeting by appointing a date for the meeting and giving the other members not less than seven days notice of the date appointed.

4. (1) Except where there is only one proprietor, a quorum at meetings of the council shall be - Procedure at meetings of council.

- (a) two, where there are not more than four members;
- (b) three, where there are five or six members; and
- (c) four, where there are seven members.

(2) Questions arising at meetings shall be decided by simple majority vote.

(3) Every meeting of the council shall be presided over by a chairman, who shall be elected from among themselves by the members of the council present at the meeting and who shall have a casting as well as an original vote.

5. Subject to any restriction imposed or direction given by the corporation at a general meeting, the council may - Delegation of council's powers and duties.

(a) delegate to any one or more of its members the exercise of any of its powers or the performance of any of its duties;
and

(b) revoke the delegation at any time.

6. The council may employ for and on behalf of the corporation such agents and servants as it thinks fit in connection with the exercise of the powers and performance of the duties of the corporation. Council's power to employ agents and servants.

7. (1) The council shall keep minutes of its proceedings and shall cause minutes to be kept of general meetings. Minutes and accounts.

(2) The council shall -

(a) cause proper books of account to be kept in respect of all sums of money received and expended by it, specifying the matters in relation to which the receipts and expenditure take place; and

(b) on the application of a proprietor or chargee of a parcel (or any person authorised in writing by him) make the books of account available for inspection at all reasonable times.

(3) The council shall prepare for each annual general meeting proper accounts relating to all moneys of the corporation and the corporation's income and expenditure.

8. (1) The corporation shall hold an annual general meeting for the consideration of accounts, the election of the council and the transaction of such other business as may arise. Annual general meetings.

(2) The first annual general meeting shall be held within three months after the establishment of the corporation and subsequent annual general meetings shall be held once in each year:

Provided that not more than fifteen months shall elapse between the date of one annual general meeting and the next.

9. (1) A general meeting other than the annual general meeting shall be known as an extraordinary general meeting. Extraordinary general meetings.

(2) The council -

(a) shall convene an extraordinary general meeting upon a requisition in writing made by proprietors who are together entitled to at least twenty-five per cent of the share units; and

(b) may convene such a meeting on such other occasions as it thinks fit.

10. Seven days' notice of any general meeting, specifying the place, date and hour of the meeting and the general nature of the business to be transacted, shall be given to every proprietor and every first chargee of a parcel in the building (being a chargee who has notified his interest to the corporation): Notice of general meeting.

Provided that accidental omission to comply with this paragraph in respect of a proprietor or chargee shall not invalidate the proceedings at the meeting.

11. (1) One half of the persons entitled to vote shall constitute a quorum at a general meeting. Quorum at general meeting.

(2) If within half an hour after the time appointed for a general meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same place and time; and, if at the adjourned meeting a quorum is not present within half an hour after the time appointed for the meeting, those persons entitled to vote who are present shall constitute a quorum.

12. Every general meeting shall be presided over a chairman, who shall be elected from among themselves by those persons present who are entitled to vote. Chairman of general meeting.

13. (1) A resolution at a general meeting shall be decided on a show of hands unless a poll is demanded by a proprietor or his proxy. Manner of deciding questions at general meetings.

(2) Unless a poll is demanded, a declaration by the chairman that a resolution has been carried on a show of hands shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution.

(3) A demand for a poll may be withdrawn.

(4) Where a poll is taken, it shall be taken in such manner as the chairman thinks fit, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

(5) In the case of an equality of votes (whether on a show of hands or a poll) the chairman shall be entitled to a casting vote in addition to his original vote.

14. (1) On a show of hands or a poll, votes may be cast either personally or by proxy. Proxies.

(2) An instrument appointing a proxy (who need not be a proprietor) shall be in writing under the hand of the person making the appointment or his attorney, and may be either general or for a particular meeting.

15. Each proprietor who is not a co-proprietor shall have one vote on a show of hands and on a poll shall have such number of votes as corresponds with the number of the share units attaching to his parcel: Voting rights of proprietors.

Provided that, except where a unanimous resolution is required, no proprietor shall be entitled to vote at a general meeting unless all contributions to the management fund of the corporation in respect of his parcel have been duly paid.

16. (1) Co-proprietors may vote by means of a jointly appointed proxy. Voting rights of co-proprietors.

(2) In the absence of a proxy, co-proprietors shall not be entitled to vote on a show of hands except where a unanimous resolution is required:

Provided that any one co-proprietor may demand a poll.

(3) On a poll each co-proprietor shall be entitled to such number of the votes attaching to his parcel as is proportionate to his interest in the parcel (fractions being disregarded).

17. The common seal of the corporation shall not be used except on the authority of the council previously given and in the presence of at least two members of the council, who shall sign the instrument to which the seal is affixed: Common seal.

Provided that, where there is only one member of the corporation, his presence and signature shall be sufficient.

18. A special resolution of the corporation is a resolution passed at a general meeting of which at least fourteen days' notice specifying the proposed special resolution has been given by proprietors who are together entitled to not less than three-quarters of the share units and who together constitute not less than three-quarters of the membership. Special resolution

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BY-LAWS FOR THE REGULATION OF SUB-DIVIDED BUILDINGS

(Third Schedule of the Strata Titles Ordinance, 1995)

1. (1) In the application of these by-laws to any particular sub-divided building - Interpretation.
- “the building” means the building in question
 - “the corporation” means the management corporation of the building;
 - “parcel” means a parcel in the building;
 - “the proprietor” means each and every subsidiary proprietor;
 - “subsidiary proprietor” means a subsidiary proprietor of a parcel in a building.
- (2) Except in by-law 7, references in these by-laws (however expressed) to a subsidiary proprietor shall, in the case of a parcel occupied by a person who is not the subsidiary proprietor, be construed as references to the occupier.
2. The proprietor shall permit the corporation and its agents at all reasonable times and on giving reasonable notice (or, in an emergency, without notice) to enter his parcel for the purpose of - Access to parcels.
- (a) inspecting the parcel;
 - (b) maintaining, repairing or renewing pipes, wires, cables and ducts used or capable of being used in connection with the enjoyment of any other parcel or the common property;
 - (c) maintaining, repairing or renewing the common property; or
 - (d) executing any work or doing any act reasonably necessary for or in connection with the performance of its duties or the enforcement of these by-laws affecting the building.
3. The proprietor shall forthwith carry out all work ordered in respect of his parcel by a competent public or local authority. Work ordered by public or local authority.
4. The proprietor shall repair any damage to his parcel and maintain it in a state of good repair: Repair and maintenance of parcel.
- Provided that this by-law shall not apply in the case of damage due to reasonable wear and tear or damage caused by fire, storm, tempest or act of God.

*Bampfylde Residence Management Corporation
By-laws for the Regulation of Sub-divided Buildings*

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| 5. The proprietor shall use and enjoy the common property in such a way as not to interfere unreasonably with the use and enjoyment of the common property by the other subsidiary proprietors or their families or visitors. | Manner of using common property. |
| 6. The proprietor shall not use his parcel in such a way as to cause nuisance or danger to any other subsidiary proprietor or his family. | Manner of using parcel. |
| 7. The proprietor shall forthwith inform the corporation of -
(a) any intended change in the proprietorship of his parcel; and
(b) any other dealing with the parcel of which he is aware. | Notification of intended change of ownership and other dealings. |
| 8. The corporation shall control, manage and administer the common property for the benefit of all the subsidiary proprietors:

Provided that the corporation may by agreement with a particular subsidiary proprietor grant him the exclusive use and enjoyment of part of the common property or special privileges in respect of the common property or part of it. | Management of common property for common benefit. |
| 9. The corporation shall maintain in a state of good and serviceable repair the fixtures and fittings (including lifts) existing on the lot and used or capable of being used in connection with the enjoyment of more than one parcel or the common property. | Maintenance of fixtures and fittings. |
| 10. Where practicable, the corporation shall establish and maintain suitable lawns and gardens on the common property. | Lawns and gardens. |
| 11. The corporation shall maintain, repair and (where necessary) renew pipes, wires, cables and ducts existing on the lot and used or capable of being used in connection with the enjoyment of more than one parcel or the common property. | Maintenance of pipes, wires, etc. |
| 12. On the written request of the proprietor or a registered chargee of his parcel, the corporation shall produce to the proprietor or chargee, as the case may be (or to a person authorised in writing by the proprietor or chargee) all policies of insurance effected by the corporation, together with the receipts for the last premiums paid in respect of the policies. | Production of insurance policies and receipts. |
| 13. The corporation may make an agreement with a particular subsidiary proprietor for the provision of amenities or services by the corporation to or in respect of his parcel. | Provisions of amenities or services to particular parcel. |
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HOUSE BY-LAWS

(Pursuant to Section 29(2) of the Strata Titles Ordinance, 1995)

1. Definitions & Interpretation

- 1.1 These rules may be referred to as 'House By-Laws' and shall be deemed and construed to form part of the by-laws. Definitions & Interpretation
- 1.2 Except where the context otherwise requires, all words and expressions defined in the by-laws when used or referred to in these House By-Laws shall have the same meaning as that provided for in the by-laws.
- 1.3 In these House By-Laws, unless the context otherwise requires:
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| "common property" | means common property as defined under the Strata Titles Ordinance, 1995; |
| "guest" | means a person other than a resident who is in the building at the invitation of a resident; |
| "land" | means the land on which the building is on; |
| "management" | means the management corporation or its managing agent; |
| "resident" | means the person or persons residing in a parcel; |
| "service charge" | means the amount of money payable by the proprietor pursuant to House By-Law 2 below. |
- 1.4 Words importing the masculine gender shall include the feminine and neuter gender and vice versa; words importing the singular number include the plural number and vice versa.
- 1.5 Headings and side notes are included for convenience and shall not affect the construction of the House By-Laws.

2. Service Charge

- 2.1 Every proprietor shall pay a monthly service charge to the management corporation at the rate of RM 0.20 per square feet or such other rate as may be determined by the council of the management corporation from time to time, payable in advance on or before the 7th of every calendar month. Rate of service charge
- 2.2 Interest on any unpaid service charge shall be charged at the rate of ten per centum (10%) per annum calculated on a daily basis. Late payment interest
- 2.3 In the event that the service charge shall remain unpaid after the expiration of fourteen (14) days from the date of receipt by the proprietor of the management's written notice requesting payment of the same, the management shall be entitled to stop and suspend the services available to the resident for which the service charges are payable and to disconnect the water supply to the parcel. Disconnection of water supply

- 2.4 In the event that the water charges remain unpaid after the expiration of fourteen (14) days from the date of receipt by the proprietor of the management's written notice requesting payment of the same, the water supply to the parcel is subject to disconnection at the management's discretion. Outstanding water charges

3. Restrictions on the use of the parcel , common property & building

The proprietor/resident (as the case may be) shall:

- 3.1 not use the parcel nor permit the parcel to be used for any purpose whatsoever other than for residential and dwelling purposes; Residential purpose only
- 3.2 not use nor permit the parcel to be used as a mess; Mess
- 3.3 not use the parcel, the building, the common property of the building or any part thereof for any illegal, unlawful or immoral purposes or activities injurious to the reputation of the building or bring thereon nuisance of whatever nature or give reasonable cause for complaint by the management, the other proprietors or residents; Nuisance - illegality etc.
- 3.4 not have or permit others to have funeral service, ceremony or procession in the parcel or within the building or the common property, and shall not do or permit to be done within the building anything which will or may infringe any of the laws, by-laws, rules and regulations in force or which may be or become a nuisance or annoyance or inconvenience to the other proprietors or residents; Nuisance - funeral etc.
- 3.5 not carry out any alterations or install any fittings or fixtures that deviate from the approved plans and specifications of the parcel without the prior written consent from the management. Proprietors/residents shall be responsible for and shall pay all fines or penalties imposed by any government department for any unauthorized additions and/or alterations found within their parcels; Alterations
- 3.6 not affix any grilles in any part of the parcel or allow any projections to extend through any door, window openings and or balconies as it is intended that the exterior façade of the building shall represent a uniform appearance. No awnings shall be installed in any part of the parcel; Grilles, projections etc
- 3.7 not cause any accumulation of dirt, rubbish, debris or garbage or store or bring upon the parcel, the common property or the building or any part thereof any articles of specially combustible, inflammable, explosive or dangerous nature; Garbage etc.
- 3.8 not permit any waste, rubbish, material or article or object of whatever nature to be thrown out of the windows or over the balconies or about the passage ways of the building; Throwing of objects over balconies etc.
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| 3.9 not cause any obstruction in or on the approaches or passage ways adjacent to or leading to the building and other buildings within the land by leaving or parking or permitting to be left or parked any vehicle belonging to or used by the proprietors, residents or by any of their invitees or licensees; | Obstruction by vehicles |
| 3.10 not leave or store any goods, furniture, boxes, objects or vehicles at any part of the common property or the building so as to cause inconvenience or obstruction to others; | Storage |
| 3.11 not to place or store any personal property of any kind on the common property; | Personal property |
| 3.12 not affix, inscribe or exhibit by any means on the common property or the exterior of the parcel or the windows or balconies thereof any showboard, placard, name-plate, signboard, advertisement or notice of any description; | Signboards etc |
| 3.13 not affix any grilles or place any other form of obstruction on the stairways, any part of the common property or the building. The management shall be entitled to remove at the costs of the proprietor any such obstruction without notice; | Obstruction on common property |
| 3.14 not do or permit or suffer to be done anything whereby the policy or policies of insurance of the parcel and the building against damage by fire may become void or voidable or whereby the premium may be increased and to pay the management on demand all sums paid by way of increased premium and all expenses incurred by the management as a result of any non-observance of this covenant by the resident; | Fire policy |
| 3.15 not to hang any washing, towel, bedding, clothing or other apparel, articles or anything whatsoever on any part of the parcel (including but not limited to the balconies or its railings) in such a way as to be visible from outside the building or any part of the building; | Laundry etc. |
| 3.16 not, save and except as provided for by the management or with the management's consent, affix or attach to the exterior part of the parcel or any part of the building any radio or television aerials or any air-conditioner unit; | Aerial |
| 3.17 not erect upon or affix to the parcel or any part thereof any machinery or mechanical, scientific or electrical apparatus excepting radio and television receiving sets (indoor aerials) and the usual domestic electrical apparatus properly fitted with approved suppressors against electrical interference to the other proprietors or residents; | Electrical apparatus |
| 3.18 not place flower pots or any other things whatsoever on the balcony or the exterior of the parcel in a manner that may create any danger, risk or hazard to the safety of the other proprietors or any residents, their visitors or licensees; | Flower pots |
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| 3.19 not place any bicycle or any other motorised form of transport (other than wheel chairs) in any lift cars; | Bicycles |
| 3.20 not tamper with or cause to be tampered any fire fighting equipment within the building; | Fire-fighting equipment |
| 3.21 not solicit goods and services and not hold any garage sale, religious or political activities or events of a similar nature within any part of the building or the land; | Prohibited activities |
| 3.22 not permit any child of whom the resident has control over to play upon the common property within the building or the land, or, unless accompanied by an adult exercising effective control, to be or to remain upon the common property within the building in particular car parking area or other area of possible danger, risk or hazard to children; | Children |
| 3.23 not keep any pets upon his parcel or the common property which may cause annoyance to the other residents; | Keeping of pets |
| 3.24 not create any noise likely to interfere with the peaceful and lawful enjoyment of the other proprietors or residents or of any person lawfully using the common property; | Noise |
| 3.25 not alter or cause to be altered the common property or any part thereof or alter or remove any furniture, fixtures, fittings, or furnishings on any common property from its original locations; | Common property fixtures |
| 3.26 not cut, damage, dig or unearth any plants, flowers and trees grown around the compound and garden of the building; and | Garden |
| 3.27 not use any employee of the management for any business or private errands; | Employees of management |
| 3.28 not keep, store, use or play fireworks of any nature in any part of the building or the parcel. | Fireworks |

4. Proprietors'/Residents' Obligations

The proprietor / resident (as the case may be) shall:

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| 4.1 comply with, conform to and observe all rules, by-laws and regulations made by the management relating to the use and enjoyment of the parcel, the building, the common property or the land or any part thereof; | Compliance with rules and by-laws |
| 4.2 place all debris, wastes, disposable items, garbage and rubbish securely wrapped in waterproof bags in the receptacles designated therefor; | Waste |
| 4.3 keep clean and hygienic the parcel and take all practicable measures to prevent any infestation by any pests or vermin; | Cleanliness |
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| 4.4 | notify the management of the proprietor's intention to let the parcel and shall promptly furnish the management with details of the tenants concerned and such other information as the management may require from time to time; | Notice to let |
| 4.5 | inform the management at least twenty-four (24) hours in advance of any shifting involving a professional mover or large items of furniture and shall ensure that the common areas and the common property are not in any manner damaged in the course of such shifting and shall further ensure that any inconvenience so caused to other residents shall be kept to the minimum possible; | Moving |
| 4.6 | take care when cleaning areas adjoining the external walls to prevent water from running down the exterior of the building or into other parcels; | Cleaning of external walls |
| 4.7 | place all potted plants in containers so as to prevent the dripping of water or soil onto other parcels or common areas; | Potted plants |
| 4.8 | be responsible for ensuring that the proprietor's tenant, lessee, invitee or licensee will comply with and abide by the rules, by-laws and regulations imposed by the management on the use and enjoyment of the building and shall be personally and vicariously liable for any damage caused by his tenant, lessee, invitee or licensee; | Vicarious liability |
| 4.9 | be responsible for the conduct of his family members and guests at all times, ensuring that their behaviour is neither offensive to other occupants of the building nor cause damage to any portion of the private/common property; and | Proper conduct |
| 4.10 | give the management prompt notice of any damage to or defect in the water pipes, sewers, electrical installations or fixtures which comes to the proprietor's/resident's knowledge. | Notice of damage |

5. Car Parks

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| 5.1 | Residents must apply for car park discs from the management. A car park disc shall only be issued to a proprietor/tenant who is residing at Bampfylde Residence. | Car park discs |
| 5.2 | Each parcel is entitled to only 1 car park disc to park 1 vehicle. First issue of the car park disc will be free of charge. Subsequent issues of car park discs shall be subject to a charge of RM15.00 per disc. | Number of car park bay |
| 5.3 | The management reserves the right to charge parking fees for subsequent car park spaces. | Additional car park fees |
| 5.4 | The car park disc issued is not transferable for use on another vehicle. | Non-transferability |
| 5.5 | Documentary proof of vehicle ownership should be presented to the management for the purpose of issuing a car park disc. | Documentary evidence |
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| 5.6 The car park disc should be displayed prominently on the front windscreen of the vehicle for easy identification by security personnel. | Display of car park discs |
| 5.7 Parking areas are not to be used for recreation, storage or repair works by residents or their visitors. | Usage of parking area |
| 5.8 Visitors' vehicles are permitted to be parked on the designed visitors' car park only. The visitors' car park bays are reserved for visitors only and shall not be used by the proprietor/resident at any time whatsoever. If there are insufficient visitors' lots, visitors must park their vehicles outside the building or as directed by the security guards. | Visitor's vehicles |
| 5.9 Washing of vehicles should be carried out only at the car wash bay. | Washing of vehicles |
| 5.10 The proprietor/resident 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 park areas or any other area in the car park areas not designated for parking of vehicles and the management is entitled to remove at the costs of the proprietor any such obstruction so caused by the proprietor/resident without notice. | Grilles |
| 5.11 The management shall not liable or responsible for any damage occasioned to the proprietor/resident's car or any losses sustained by the proprietor/resident be it by way of damage, theft or any other ways whatsoever within the premises of the building. | Disclaimer |
| 6. Lift cards and remote controls | |
| 6.1 Each parcel shall be entitled to an initial issue of two lift cards free of charge. Subsequent addition or replacement lift cards shall be subject to a charge of RM 50.00 per card. | Entitlement of lift cards |
| 6.2 Each proprietor shall be entitled to an initial issue of two remote controls free of charge. Subsequent addition or replacement of remote controls shall be subject to a charge of RM 100.00 per remote control. | Entitlement to remote control |
| 6.3 Every resident with a lift card and/or remote control who loses the same must report the loss to the management immediately. If there is a risk of unauthorised use of the lift card and/or remote control, the resident must make it known to the management and the costs of re-programming the lift card and/or remote control of other residents will be borne by the resident. | Loss of lift card / remote control |
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- 6.4 If a proprietor sells or transfers his parcel, he shall surrender the lift cards and remote controls back to the management office. Upon receipt of the surrendered lift cards and remote controls, the management will issue the lift cards and remote controls to the new proprietor free of charge. If the lift cards and remote controls are not surrendered back, the above charges for the issuance of the same will apply. Transfer of parcel

7. Use of Recreational Facilities and Common Property - General

- 7.1 Ball games, skate boarding and any activity that would deface or cause damage to the walls, wooden flooring or common areas of the building are prohibited. No ball games
- 7.2 The recreational facilities are for the exclusive use of residents and their guests. Once a parcel is leased out, the entitlement to the use of the common areas and all the other facilities is automatically transferred to the lessee/tenant, and the lessor/landlord is no longer entitled to use these facilities. Non-resident proprietors
- 7.3 Only residents may use/book the recreational facilities. Exclusive use of residents only
- 7.4 Guests of residents shall be accompanied by the resident when using the facility. Guests to be accompanied
- 7.5 Children under 12 years old should not use any of the recreational facilities unless accompanied by their parents or supervisory adult, who shall be responsible for their safety and proper behaviour. Children to be accompanied
- 7.6 Residents shall be responsible for any damage caused by themselves or their guests to the recreational facilities. Residents must inform the security or management staff of any existing damage to the facility or equipment that they or their guests are about to use, failing which they may be held responsible for such damage. Damage
- 7.7 Residents/guests must be properly attired when using the facilities. Proper attire
- 7.8 The management will not be held responsible for any loss or damage to any personal property, injury or death arising from the use of the recreational facilities. Disclaimer
- 7.9 The management, security personnel or any appointed representatives of the managing agent may require any person in the recreational areas to identify himself. Identification
- 7.10 Except for those games and activities for which the facilities were intended for, no other games or activities (such as football, roller-skating, skate boarding and horseplay of any sort) will be allowed in or about the recreational facilities. Prohibition of games
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- 7.11 Residents and their guests must abide by all the rules when they utilise the recreational facilities. Residents are responsible for the behaviour of their guests and their compliance of the rules. Compliance with rules
- 7.12 Any guests found in breach of the by-laws may be barred from entering the building, the common property of the building or any part thereof upon resolution of the council. Barring of guests
- 8. Use of Residents' Lounge**
- 8.1 Bookings must be made in person at the management office. Strictly only residents above the age of 18 are permitted to book the residents' lounge. Bookings
- 8.2 The resident hosting private parties shall ensure that there should not be excessive noise or nuisance caused to other residents. Noise, nuisance
- 8.3 Residents and their guests must ensure that the residents' lounge and its surroundings are left in a clean and tidy condition after use. Cleanliness
- 8.4 Inspection of the residents' lounge and its surroundings after a private party shall be carried out by the management to determine whether there has been compliance with these House By-laws. All costs incurred in cleaning the area and rectifying any damage shall be borne by the resident concerned. Costs of cleaning
- 8.5 All unwanted leftover food, litter, etc. must be disposed of into the provided trash cans. Disposal of litter
- 9. Use of Swimming Pool**
- 9.1 Only the resident and his visitors may use the swimming pool during the designated hours. Use of swimming pool
- 9.2 The designated hours for swimming are as follows: Swimming hours
- Monday-Sunday: 7.00am-10.00pm
(except when it is being cleaned or serviced)
- 9.3 All persons must shower immediately before entering the swimming pool. Spitting, spouting, nose-blowing and the like shall not be permitted in the swimming pool. Shower etc
- 9.4 All swimmers must put on proper swimming attire when swimming. Proper swimming attire
- 9.5 The maximum number of visitors per parcel who may use the swimming pool at any one time shall not exceed four (4). No visitors are allowed on Sundays and Public Holidays. The visitors may only use the swimming pool when signed in and accompanied by the resident who shall ensure that his visitors will abide by and comply with the by-laws, rules and regulations contained herein. Maximum number of visitors
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| 9.6 | Strictly no diving is permitted. | No diving |
| 9.7 | No person shall wear hair pins, rollers, safety pins and other like objects while in the swimming pool | No small objects |
| 9.8 | Surfboards, scuba gears, bulky inflatable toys and similar objects shall not be permitted in the swimming pool. | No bulky objects |
| 9.9 | Children aged 12 years and below shall not be allowed in the swimming recreational area unless they are accompanied and supervised by an adult. | Children to be accompanied |
| 9.10 | Persons suffering from any infectious disease or with bandages or open wounds of any type are not permitted to use the pool. | Open wounds etc. |
| 9.11 | Footwear, food and drinks are not permitted within 2 meters from the edge of the pool. | Footwear, food & beverage |
| 9.12 | Glassware and other breakable or sharp objects are forbidden in the pool or its surrounding areas. | Glassware |
| 9.13 | Ball sports, frisbee playing, roller skating, in line skating, skateboarding and other similar activities shall not be permitted in the swimming recreational area. | No ball sports, skating |
| 9.14 | All swimmers must dry themselves before leaving the swimming pool area and keep the other common areas dry (including the lifts). | Drying |
| 9.15 | During thunderstorms, all swimmers are advised to leave the pool. | Thunderstorms |
| 9.16 | No animals, birds or domestic pets shall be allowed in the swimming recreational area. | No pets allowed |
| 9.17 | The Filtration Plant and Pump Rooms of the swimming pools are strictly out of bounds to all persons. | Filtration Plant out of bounds |
| 9.18 | The management will not be held responsible for any injuries, damages or loss of life, limb or property sustained by residents and their guests, however caused when using the pool and its facilities. | Disclaimer |

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10. Renovation Works

- 10.1 Proprietors must not erect in their parcels any additional structures or make any alteration without the prior written approval of the management. The management shall have the authority to demolish or remove any such unauthorized additions or alterations after giving seven (7) days written notice to the proprietor concerned, requesting him to remove the same. All costs and expenses incurred in respect of such demolition or removal shall be borne by the proprietor, who shall fully indemnify the management against all such costs and expenses, and against all loss or damage in respect of such demolition or removal including legal costs incurred by the management. No alteration without approval
- 10.2 Proprietors must not carry out any work which may affect the external façade of the building (including but not limited to the affixing of grilles). Façade shall include windows, balcony, compartments for air-conditioning condensing units, common areas, open areas and all other visible parts of the building which constitute or form part of the external appearance of the building. Prohibition on alteration to façade
- 10.3 Proprietors shall not install any television or radio antenna on the rooftop or at any external part of the subdivided building. No antenna
- 10.4 Proprietors shall also be required to arrange with the management for a joint inspection of the parcel at the commencement and on completion of the renovation. Joint inspection
- 10.5 The endorsement of the management does not constitute an approval of the Building Authorities. The proprietor must bear full responsibility to ensure compliance with the building by-laws and other regulations as may be introduced and applicable from time to time. Compliance with building authorities
- 10.6 Before carrying out any renovations, alterations or additions to a parcel, a proprietor is required to apply for approval from the management and to place a RM 2,000.00 deposit. Such deposit will be refunded free of interest, to the proprietor when the management is satisfied that the proprietor or his renovation contractors have not carried out any unauthorized work, damaged any common areas, left debris or caused any inconvenience at the building for which the management would have to incur cost to rectify. Such rectification cost shall be deducted from the deposit. Should the expenses of such rectification exceed the deposited amount, the proprietor concerned shall be liable to pay up the difference. Security deposit
- 10.7 Renovation works shall only be carried out on the following days and hours: Monday- Saturday: 9.00am-5.00pm. Proprietors and their contractors must inform the management of their work schedule. Renovation hours
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| 10.8 All renovation contractors must report at the security checkpoint before they proceed to carry out work, failing which the management reserves the right to refuse entry to any unknown person(s) which cannot be verified there and then. All renovation workmen must report at the security checkpoint to obtain identification cards and must wear their cards all the time whilst in the building. Security personnel have the right to question any person in the building found without an identification card. | Contractors reporting |
| 10.9 If deliveries/removals do not fit into the lifts, workmen carrying out deliveries/removals should use the staircases. If this is not possible, it is for the resident to arrange for an alternative. | Bulky objects |
| 10.10 Packing and crating materials must be removed and disposed of by the residents/contractors on the same day as they are being brought in. | Crates to be removed |
| 10.11 All proprietors and their contractors are not allowed to tap water/electricity supply from the common areas. | No tapping of utilities |
| 10.12 No storage space will be provided on site. All articles/materials must be stored within the proprietor's parcel. | No storage space |
| 10.13 Unwanted materials, debris, etc., should not be left in the corridors, lift lobbies, fire escape staircases or any other common areas of the building. Otherwise they will be removed and the cost charged to the proprietor concerned. | Removal of debris |
| 10.14 All renovation works should be confined to the boundaries of a parcel. Hacking of structural slabs, columns and beams are strictly prohibited. | Renovation within a parcel only |
| 10.15 Proprietors must ensure that adequate measures are taken to protect the common property during the delivery or removal of materials by their contractors. A doormat must be provided by the contractor at the door entrance of the parcel to prevent worker(s) in that unit from dirtying the common area. The common property affected during the delivery or removal of materials must be left in a clean and tidy condition on completion of work each day. | Protection of common property |
| 10.16 Proprietors shall be responsible for the conduct and behaviour of their appointed contractors. Any damages to the building and its equipment caused by the moving of furniture or other effects shall be replaced or repaired at the expense of the proprietors concerned. | Proprietor's responsibility |
| 10.17 Applications of approval of renovation works and payment of the deposit should be made at the Management Office during office hours. Applications must be submitted in the prescribed form obtainable from the Management Office. All applications must be accompanied by copies of all relevant plans, designs and approvals obtained from the relevant authorities in respect of the intended renovations. | Procedure for application for consent |
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11. Bulk Delivery and House Removal

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| 11.1 Bulk deliveries and house removal should be carried out during the following hours:

Monday-Saturday: 9.00am-5.00pm
Sunday and Public Holidays: 10.00am-5.00pm | Delivery hours |
| 11.2 Residents and their contractors are reminded to inform the Management office of their schedules, particularly when they fall on Sundays and Public Holidays. | Notifying schedules |
| 11.3 All deliveries and removals must be reported at the security checkpoint prior to the work being carried out. Otherwise, the management reserves the right to refuse entry of any unknown personnel for purposes which cannot be verified. | Reporting to checkpoint |
| 11.4 All contractors and their workmen must report at the security check-point to obtain identification cards, and must wear their cards at all times. | Security |
| 11.5 If deliveries/removals do not fit into the lifts, workmen carrying out deliveries/removals should use the staircases. If this is not possible, it is for the resident to arrange for an alternative. | Bulky removals |
| 11.6 Parking and crating materials must be disposed of and removed from the building by the residents on the same day that they brought in. | Crates to be removed |
| 11.7 Unwanted materials, debris, etc., should not be left in the corridors, lift lobbies, fire escape staircases or any other common areas of the building. Otherwise they will be removed and the cost charged to the proprietor concerned. | Removal of debris |
| 11.8 Residents must ensure that adequate measures are taken to protect the common property during any bulk deliveries or house removal work. | Protection of common property |
| 11.9 Residents shall be responsible for the conduct and behaviour of their appointed contractors. Any damages to the building and equipment caused by moving of furniture or other effects shall be replaced or repaired at the expense of the residents concerned. | Resident's responsibility |

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