



VILUXE®

Landed Icon for  
Luxurious Living

# HANDBOOK

VERSION 1

A FREEHOLD DEVELOPMENT BY ASPEN

# CONTENTS

<b>1. PREAMBLE</b>	<b>01</b>
<b>2. DEFINITIONS</b>	<b>02</b>
<b>3. DUTY OF OWNER(S) AND/OR RESIDENT(S)</b>	<b>04</b>
3.1. Notification and Owner's Agent	04
3.2. Payment of Charges	06
3.2.1. Service Charges	06
3.2.2. Sinking Fund	07
3.2.3. Insurance Premium	07
3.2.4. Cost Contribution	08
3.2.5. Payment of Charges Due to The Management	08
3.2.6. Payment Mode	09
<b>4. OCCUPANCY AND RESTRICTIONS</b>	<b>09</b>
4.1. Use of The Parcel	09
4.2. Nuisance	12
4.2.1. General	12
4.2.2. Noise	13
4.2.3. Plants	13
4.2.4. Cleaning of External Wall	14
4.2.5. Drone and Aerial Devices	14
4.2.6. Keeping of Pets and Animals	14
4.2.7. Hanging of Clothes	15
4.2.8. Trailers & Boats	16
4.2.9. Placement of Notices, Etc	16
4.2.10. No Illegal Tapping of Water/Electricity	16
4.2.11. Be Civic Conscious	16
4.3. Fire Risk	17
4.3.1. Storage of Noxious, Dangerous and Hazardous Goods	17
4.3.2. Burning	17

4.3.3.	Precautions	17
4.3.4.	Avoidance of Insurance Policy	18
4.3.5.	Fire-Fighting and Installation of Equipment	18
4.4.	Maintenance and Upkeep	19
4.4.1.	Maintenance and Upkeep of the Parcel	19
4.4.2.	Disposal of Waste	21
4.4.3.	Maintenance and Upkeep of the Common Property by The Management	22
4.4.4.	Access by The Management to Carry Out Repairs	23
4.5.	Air-Conditioners and Compressors and Water Filters	24
4.6.	Exterior and Façade	24
4.7.	Conduct of Children	26
4.8.	Fences and Gate	26
4.9.	Other Restrictions	27
4.10.	Use of Management's Employee	28
<b>5.</b>	<b>COMMON PROPERTY AND AREAS</b>	<b>28</b>
5.1.	No Obstruction at Common Property	28
5.2.	No Sales or Soliciting	29
5.3.	Furniture and Equipment in Common Property	29
5.4.	Common Garden and Landscaping	29
5.5.	Parties and Functions	29
5.6.	Funeral Services	30
5.7.	Weightage and Loading	31
5.8.	Liabilities for Damage to Common Property	31
5.9.	Common Property Use	31
5.10.	No Liability	31
<b>6.</b>	<b>CARD ACCESS SYSTEM</b>	<b>32</b>
6.1.	Entry and Exit Access Cards	32
6.2.	License Plate Recognition (LPR) System for Car Parking	33

<b>7. USE OF PARKING BAYS</b>	<b>33</b>
<b>8. SECURITY AND SAFETY</b>	<b>36</b>
8.1. Securing your Parcel	36
8.2. Insurance Coverage	36
8.3. Visitor Access and Security Screening	36
8.4. Deliveries	37
<b>9. COMMON FACILITIES</b>	<b>38</b>
9.1. Usage of Common Facilities	38
9.2. General Rules and Regulations	39
9.3. Surau	40
9.4. Recycling Room	41
9.5. Central Park and Stream Automated Waste Collection System	41
<b>10. MOVING IN AND OUT</b>	<b>42</b>
<b>11. ALTERATIONS AND MODIFICATIONS</b>	<b>43</b>
<b>12. RENOVATION GUIDELINES AND PROCEDURES</b>	<b>43</b>
A. Preamble	43
B. Renovation	44
i. Statutory Requirements	44
ii. Renovation Application	44
iii. Renovation Period	45
iv. Working Hours	46
v. Renovation Deposit	46
vi. Renovation Covenants	47
vii. Developer Liability	48
viii. No Intrusion	49
ix. Damage	49
x. Security Check	49

xi. Identification Passes	50
xii. Parking and Movement of Vehicles	50
xiii. Water and Electricity	50
xiv. Packing/Crating Materials	51
xv. Protective Cover	51
xvi. Storage	51
xvii. Conduct and Behaviour of Contractor	52
xviii. Inspection	52
xix. Work Stoppage	52
xx. Electrical and Plumbing Installations	52
xxi. Peaceful Renovation	53
xxii. Indemnity	53
<b>13. OVERALL DEVELOPMENT</b>	<b>54</b>
13.1. Common Rights	54
<b>14. ADDITIONAL EASEMENT</b>	<b>55</b>
14.1. Support	55
14.2. Utility Services	55
14.3. Encroachments	55
14.4. Ingress and Egress	56
14.5. Construction and Maintenance	56
14.6. Management's Reservation of Rights	56
<b>15. MANAGEMENT</b>	<b>58</b>



<b>16. ANNEXURE A</b>	<b>60</b>
Third Schedule Strata Management Act 2013 Strata Management (Maintenance And Management) (Regulations 2015) BY-LAWS	
Part 1 Preliminary	60
Part 2 The Management Corporation	62
Part 3 The Proprietor	66
Part 4 The Common Property	71
Part 5 Vehicles	75
Part 6 Disposal of Solid Waste	77
Part 7 Renovations	78
Part 8 Defects to Parcels Affecting Support or Shelter	83
<b>17. ANNEXURE B</b>	<b>84</b>
Stream Automated Waste Collection System	
<b>18. ANNEXURE C</b>	<b>85</b>
Grille Guidelines	
<b>19. ANNEXURE D</b>	<b>86</b>
Yard Guidelines	
<b>20. ANNEXURE E</b>	<b>90</b>
Air-Conditioner Compressor Guidelines	
<b>21. ANNEXURE F</b>	<b>91</b>
Awning Guideline	
<b>22. STRATA TITLES</b>	<b>92</b>

# 1. PREAMBLE

## INTRODUCTION

This Handbook contains amongst others the House Rules and Regulations of “VILUXE” and other useful information for the Residents of VILUXE.

The House Rules and Regulations are formulated as guidelines, which governs the occupation and usage of individual Parcels, Common Property and facilities in conjunction with other statutory and legal requirements and is to be read together with the Deed of Mutual Covenants entered into between the Developer and all purchasers of VILUXE (“DMC”). Extract of the By-Laws from the Strata Management (Maintenance and Management) Regulations 2015 (“SMA By-Laws”) is annexed to this Handbook.

Notwithstanding anything contained in this Handbook, the Management or the Developer shall have the absolute discretion to file any additional by-laws with the Commissioner of Buildings in accordance with Section 32 of the Strata Management Act (“Additional By-Laws”). All reference to the House Rules and Regulations hereinafter shall include the SMA By-Laws, the Additional By-Laws and the terms of the DMC. In the event of any inconsistencies or discrepancies, the SMA By-Laws shall prevail.

All Owners, Residents, Guests, Invitees, Lessees and Tenants shall be bound by these House Rules and Regulations to the same extent as if the House Rules and Regulations have been signed or sealed by each person mentioned above and contain mutual covenants to observe, comply and perform all the provisions of the House Rules and Regulations, failing which, fines and sanctions shall be imposed by the Management at its discretion. The purpose is to promote harmonious occupancy of all Parcels and Common Property within VILUXE and to protect all Residents from annoyance and nuisance caused by improper use of individual Parcels, Common Property and facilities, thereby providing reasonable enjoyment of the premises and facilities.

Suggestions and additions are welcome from all Residents but must be put in writing to the Management who reserves the right to implement or refuse any suggestions.

The full authority and enforcement of these House Rules and Regulations lies with the Management.

The Management reserves the right to change any of these rules after due notice is given to Residents. Owner(s) and/or Resident(s) shall observe and comply with the rules, failing which fines and sanctions will apply.

## 2. DEFINITIONS

For the purpose of giving effect to these House Rules and Regulations, unless the context otherwise requires, each of the following words or expressions shall have the meanings stated below:-

- a. “Owner(s)” means the persons, who own a Parcel and who has a legal title to the same;
- b. “Guest(s)” means any persons, other than a Resident whose presence in VILUXE is at the invitation of a Resident;
- c. “Tenant(s)” means any persons occupying a Parcel pursuant to a licence, consent or permission, express or implied or pursuant to any valid written lease or tenancy agreement or other similar arrangement with the Owner(s), irrespective of whether the licence, consent or permission or lease, tenancy agreement or other similar agreement may have been subsequently revoked, lapsed and/or terminated.
- d. “Resident(s)” means any persons who is either a Lessee, Tenant or Owner of one of the Parcels and is presently residing in a Parcel in VILUXE;
- e. “Lessee(s)” means any person who is/are for the time being leasing one of the Parcels and who is also using, occupying and/or residing therein;
- f. “Owner(s) and/or Resident(s)” when used together herein shall mean to include his Invitees or other occupiers occupying the said Parcel and their employees, agents, servants and contractors;
- g. “Management” means the Developer or Joint Management Body or Management Corporation (when formed) or any appointed Property Manager authorised by the Developer or Joint Management Body or Management Corporation (when formed) to enforce these House Rules and Regulations and shall include its successors, assignees and persons deriving title thereunder;



- h. “Property Manager” means the company appointed and authorised by the Developer or Joint Management Body (when formed) or Management Corporation (when formed) to manage VILUXE;
- i. “Invitee(s)” means any persons who are not occupants of any Parcel within the Building but whose presence are at the invitation of an Owner, a Lessee or a Tenant and includes without limitation to the Owner’s, Lessee’s or Tenant’s family members, employees, Guests, agents, servants, workmen, licensees, visitors, contractors or other Invitees(s) and “Invitee” shall be construed accordingly;
- j. “Common Property” means so much of VILUXE as are not comprised in any land parcels (including any accessory parcel) which shall include but not limited to the facilities, amenities and services therein as not comprised in any land parcel, common rooms, spaces and facilities serving the housing development, and the services (as defined hereunder) provided or to be provided in relation thereto, as specified in the Second Schedule to the Sale and Purchase Agreement, the refuse bins, compounds, drains, water tanks, sewers, pipes, wires, cables and ducts that serve more than one parcel, playing fields and recreational areas, driveways, open spaces (except and excluding those which are an individual parcel (to be stratified) for sale and/or have been accessorised), landscape areas, walls and fences, and all other facilities and installations and any part of the land used or capable of being used or enjoyed in common by purchasers of two (2) or more land parcels or proposed land parcels;
- k. “Central Park” means the 25-acre park serving as a common facility in the heart of the master development Aspen Vision City which VILUXE forms a part of.
- l. “Building” means the building (including any fixture or fitting of or to the Building (if any)) erected on the Land Parcel by the Developer and which is intended for private residential purposes known as VILUXE;
- m. “Land Parcel” means that part of the Project more particularly described in Item 4 of the Third Schedule of the DMC (including the accessory parcel thereto, if any) which the Developer has, by the Sale and Purchase Agreement, agreed to sell to the Purchaser, and on which the Building is erected or is to be erected by the Developer and which is intended for private residential purposes. Any reference to the “Land Parcel” shall include a reference to any part thereof.

- n. “Project” means the residential estate developed by the Developer on a part of the land known as VILUXE
- o. “Land Parcels” means the Land Parcel and other land parcels.
- p. “Parcel” means a unit within VILUXE and as defined in Section 2 of the Strata Management Act 2013.
- q. “Overall Development” means all the developments within Aspen Vision City.
- r. “Appropriate Authorities” means in relation to any matter or issue, the government, semi-government, quasi-government, statutory or public authority, agency, body, department or organisation (and includes a ministry or minister or other public official or statutory person) which has the jurisdiction over, or the right, power and authority, to control, administer, determine or otherwise decide on such matter or issue;
- s. “Strata Management Act 2013” includes the Strata Management (Maintenance and Management) Regulations 2015 and any enactment as re-enacted, replaced or modified from time to time, whether before, on or after the date hereof;
- t. “Developer” means Aspen Vision City Sdn Bhd (Company No. 1103837-X), a company incorporated in Malaysia with its registered office at 170-09-01, Livingston Tower, Jalan Argyll, 10050 George Town, Penang and a place of business at No. 300, Jalan Macalister, 10450 Georgetown, Penang.
- u. “Other Owner(s)” means the collective reference to all the Other Owners (other than the Owner) and/or occupants of the other Parcels.

### **3. DUTY OF OWNER(S) AND/OR RESIDENT(S)**

#### **3.1. NOTIFICATION AND OWNER’S AGENT**

The Owner(s) and/or Resident(s) shall ensure that all particulars such as mailing address, contact number, email and all other information that the Management may require from time to time are kept up to date and that the Management is kept informed of any changes.



The Owner(s) shall notify the Management forthwith of any intended change in the ownership of the said Parcel or any other dealing with the said Parcel for entry into the records of the Management and/or the strata register/roll maintained by the Management for this purpose.

The Owner(s) shall notify the Management when the Parcel is tenanted. The Owner(s) shall furnish the Management with complete details of the tenancy and ensure that the Tenant(s) submits a “Tenant’s Registration Form” to the Management together with the tenancy agreement/lease agreement and shall ensure that the said Parcel is not used, rented or leased for use other than its permitted use and the tenancy agreement must incorporate this Handbook. Failing which, the Management may, without prior notice, deactivate the access cards that allow the said Owner(s) the use of Common Property until such time when all information has been furnished to the Management. Further the Owner shall be fully responsible to ensure that the Tenants comply with the provisions of this Handbook at all times Provided that the Owner shall be responsible for any default or breach by the Tenants of any of the Owner’s covenants or obligations herein.

Any Owner(s) who wishes to appoint an agent to represent his interest shall provide complete details to the Management as to the name, company, address and the contact number.

For Owner(s) who do not reside in Malaysia, they are required to appoint a local representative with a correspondence address in Malaysia.

The Management shall have the absolute right to disable the said access card(s) without any notice to the Owner or Resident in breach of rule 3.1. A charge not exceeding Ringgit Malaysia Fifty (RM50.00) shall be imposed for the reactivation of the access cards.

A fine not exceeding Ringgit Malaysia Two Hundred (RM200.00) shall be imposed by the Management against the parcel owners for each and every breach of rule 3.1.

## 3.2. PAYMENT OF CHARGES

Owner(s) and/or Resident(s) shall ensure that the service charge, sinking fund, insurance premium and any other monies due and payable to the Management (“Charges”) are made promptly to the Management within fourteen (14) days from the date of such notice/statement/invoice failing which an interest to be calculated at the rate of ten per centum (10%) per annum on day to day basis shall be imposed on the unpaid amount from the day following the expiry of the said fourteen (14) days’ period until the date of actual payment and shall be deemed a debt due from the Owner(s) to the Management.

### 3.2.1. SERVICE CHARGES

Service charges are payable to the Management quarterly in advance or in such advance collection terms as may be decided by the Management and may be used to pay for services and expenses in relation to the maintenance and management of the Common Property, Common Facilities and general services including but not limited to the following:-

- a. Maintaining the Common Property in good condition;
- b. Paying for expenses incurred in providing cleaning services, security services and amenities for the Residents;
- c. Payment for premiums for insurance, rent, rates and utilities;
- d. Complying with any notice by the local authority;
- e. Carrying out the inspection, maintenance and repair of all electrical wiring systems, water tanks, landscaping and carrying out minor painting works;
- f. Paying fees for auditing of accounts and any other fees for appointment of consultants;
- g. Paying all charges for administration of accounts;
- h. Repair and maintenance of consumables, equipment and hardware such as lighting server and CCTV;
- i. Management office expenses;



- j. Contingencies that are deemed necessary for the upkeep, safety and security of VILUXE;
- k. Any fees for the use of the VILUXE Community Application and any other software;
- l. Remuneration or fees for staff engaged to manage VILUXE and any appointed managing agent acting as Property Manager; and
- m. Meeting other expenses of a general or regular nature relating to the maintenance and management of VILUXE.

### 3.2.2. SINKING FUND

The Owner(s) is/are obliged to contribute monthly toward the sinking fund which shall be utilized in relation to any part of the Common Property for the enjoyment of the Resident(s) for the purposes of:-

- a. Improvement and upgrading work such as painting and repainting;
- b. Acquisition of movable property;
- c. Renewal or replacement of fixtures and fitting;
- d. Upgrading and refurbishment of the Common Property; and
- e. Other capital expenditure as the Management deems necessary.

### 3.2.3. INSURANCE PREMIUM

VILUXE is insured under a Master Fire & Perils Insurance Policy at its reinstatement value. The Management shall not be liable for any insufficiency or inadequacy of the insured sum under any insurance policy taken out by the Management.

### 3.2.4. COST CONTRIBUTION

The Owner(s) and/or Residents shall be liable to contribute such rates as to be determined by the Management for purpose of managing, operating or maintaining the Central Park, infrastructure, waste management/disposal systems and such other systems, facilities and amenities for the use and enjoyment of the Owner(s) and/or Residents in the Overall Development.

### 3.2.5. PAYMENT OF CHARGES DUE TO THE MANAGEMENT

Owner(s) and/or Resident(s) shall pay the Charges stated in the notice/statement/invoice to the Management on or before the due date. A late payment interest calculated on a daily rate of ten per centum (10%) per annum shall be imposed for payments received after the lapse of fourteen (14) days from the date of the notice/statement/invoice. Appropriate action shall be taken against defaulters in accordance with the law, in particular, the Strata Management Act 2013.

Such actions as permitted in accordance with the Strata Management Act 2013 and its by-laws against defaulters (of which any restriction or action against a defaulter shall include his family or any chargee, assignee, successor-in-title, Lessee, Tenant or occupier of his unit) are as follows:-

- a. A defaulters' list showing the amounts owed can be displayed on notice boards;
- b. The Management can deactivate the defaulter's electro-magnetic access card and LPR System without prior notice. The defaulter can be asked to sign a register upon every entry/exit. A fee not exceeding RM50.00 can be charged for reactivation of the device upon settlement of arrears;
- c. Use of common facilities/services can be suspended;
- d. The Management can demand payment of arrears by issuing such forms as prescribed by any relevant regulations or by such other means as may be determined by the Management at its discretion;
- e. A defaulter who fails to comply with such a notice of demand commits a criminal offence, and upon conviction, without reasonable excuse, can be fined up to RM5,000 or jailed for not more than three years, or both;

- f. The defaulter can be further fined up to RM50.00 for every day the offence continues after conviction; and/or
- g. If the debt due is not settled within the stated fourteen (14) day period in the notice of demand, the Management can file a claim in the Strata Management Tribunal to recover the sum. Failure to comply with an award made by the tribunal is a criminal offence and, upon conviction, the defaulter can be fined up to RM250,000 or jailed for not more than three years, or both. The defaulter can also be further fined up to RM5,000 for every day the offence continues after conviction.

### 3.2.6. PAYMENT MODE

For safety reasons, no cash is accepted by the Management for payment of monthly maintenance charges, sinking fund, quit rent, fire insurance and other miscellaneous charges or fees. Only cheques or online payment with proof of payment will be accepted for receipt issuance. The Management hereby reserves the right to facilitate alternative payment modalities through the community app or any other legally recognised method at its discretion.

## 4. OCCUPANCY AND RESTRICTIONS

### 4.1. USE OF THE PARCEL

The use of the Parcel is for dwelling or residential use only, the Owner(s) and/or Resident(s) shall not, either by himself or through his Invitee(s) or other occupiers occupying the said Parcel and their employees, agents, servants and contractors use the said Parcel or any part thereof for a purpose other than for dwelling or residential.

The Owner(s) shall not convert the said Parcel in such a manner so as to accommodate more than it was originally designed or approved for or to overcrowd the said Parcel in contravention of the House Rules and Regulations herein or any laws imposed by the Appropriate Authorities.



The Owner(s) and/or Resident(s), either by himself or through his Invitee(s) or other occupiers occupying the said Parcel and their employees, agents, servants and contractors, shall not use the said Parcel, the Common Property, the Building or any part thereof for the carrying on of any of the following activities:-

- a. Funeral parlour or any related or similar businesses or activities including without limitation the marketing of plots of land for burial of the dead;
- b. Any businesses or trades in connection with the supply of items or services for funerals and other funeral related occasions;
- c. Any businesses or trades in connection with or related to the supernatural and/or the occult;
- d. Any businesses or trades in connection with or related to budget hotels or any commercial establishment offering health and beauty treatment through such means as steam baths, exercise equipment or massage including any reflexology centre or beauty parlour or any internet café unless otherwise agreed in writing by the Developer and/or the Management;
- e. The Property shall not, at any time, be used as a kindergarten, day-care centre, office premises, housing of employees, hostel, daily or short term lodging or rental (including but not limited to listing for home or room sharing on any Airbnb website), home sharing or homestay, hotel, religious centre, place for political gatherings or assemblies or made accommodation for or let out to foreign labourers, foreign operators, foreign maids, foreign helpers or for unlawful or immoral purposes or otherwise which in the opinion of the Developer, may be injurious to the reputation of the Project nor shall it be used or caused, allowed or authorised to be used in any manner, directly or indirectly, for any animal or poultry farming, housing or shelter of animals, business, commercial manufacturing, either light or heavy, parking of any type of vehicles which is directly or indirectly related to business venture, storing and vending, public entertainment or amusement or syndicated gambling of any nature whatsoever and shall not be used in a manner which would give reasonable cause for complaint by any of the other purchasers or the Developer. Notwithstanding the above, the maximum number of occupiers for each Property shall be ten (10) persons only;
- f. Any purposes (illegal or otherwise) which may be injurious or prejudicial to the reputation of the Buildings and/or the Project and/or the Overall Development;



- g. The setting up of places of worship and prayer in respect of any cult, religion or belief;
- h. As workshops or show room for any type of vehicles (motorised or otherwise) including but not limited to motorcars, motorcycles or bicycles;
- i. Any businesses or trades which require frequent vehicles access for purpose of loading or unloading the goods or products or merchandises;
- j. Any activities which emit, accumulate or disseminate or may emit accumulate or disseminate any unpleasant odour, fumes or dirt or cause nuisance to the Other Owner(s), their Invitee(s), general public and the neighbouring occupiers;
- k. Any activities dealing with substances and chemicals of an explosive, volatile, combustible and/or dangerous character and their by-products;
- l. Any unlicensed businesses or trades for public entertainment and amusement which involve gaming in/of any form;
- m. Any immoral, improper, offensive or unlawful businesses or trades including without limitation the operation of brothels or any activities which involve illegal businesses in any form;
- n. A place for public or private auction;
- o. Any religious or political activities;
- p. Unlicensed video games or other types of recreational activities (including but not limited to pinball and/or billiard and/or snooker parlours);
- q. Unlicensed massage parlours, any forms of social escort agencies or any related activities;
- r. Conduct, permit, or allow any auction or garage sale to be held within, on, or about the said parcel;
- s. Permit the parcel to be advertised on Airbnb, Facebook or any other media platform and rented for commercial use as hostels, boarding homes, commercial homestays such as Airbnb or anything similar;
- t. Permit the parcel to be let on short term rental of any sort whatsoever. Short term rental is deemed to be any periods less than twelve (12) months in duration; or
- u. Any other activities which in the opinion of the Management are injurious or prejudicial to the reputation of VILUXE.

## 4.2. NUISANCE

### 4.2.1. GENERAL

The Owner(s) and/or Resident(s) either by himself or through his Invitee(s) or other occupiers occupying the said Parcel and their employees, agents, servants and contractors, shall not allow any nuisance in the Parcel (including but not limited to, the car parking bay(s) or commit any nuisance in the Common Property nor shall he engage in anything which is a source of annoyance to other Resident(s) or occupants or which interferes with the peaceful enjoyment of the Other Parcels and the Common Property by the Other Owner(s), Resident(s) and their Invitee(s), such as:-

- a. Throw or allow to fall, or permit to be thrown or to fall, any paper, rubbish, refuse, cigarette or cigarette butts or other substance whatsoever out of any window or door from any part of the said Parcel nor allow any rubbish or anything else to accumulate on the balcony or terrace or yard which may fall therefrom;
- b. Allow or cause to allow any garments, rugs, mops or objects to be dusted, shaken or cleaned from windows, balconies, terraces, yards, fire escape areas or anywhere in the said Parcel and/or the Common Property; and
- c. Allow or cause to allow the said Parcel to be in a state of disarray and unhygienic. The Owner(s) shall maintain the cleanliness and hygiene of the said Parcel and take all practicable measures to prevent any infestation of any vermin.

The Management reserves the right to take any action that it deems appropriate to abate or stop any nuisance (including the right to call the police or to seek legal recourse) caused by the Owner(s), the Resident(s) and his Invitee(s), and the Owner(s) or the Resident(s) shall indemnify the Management for all costs, expenses, damages and liabilities that may be incurred by the Management as a result thereof.



## 4.2.2. NOISE

Excessive noise is not permitted and Owner(s) and/or Resident(s) shall not allow or cause to allow such excessive noises, including but not limited to:-

- a. Honking unnecessarily within VILUXE;
- b. Installation or use of equipment or apparatus within the Parcel which may cause excessive noise or vibration which can be felt or heard outside the Parcel;
- c. Any form of games which cause excessive noise; and
- d. Any musical instruments including but not limited to radios, hi-fidelity equipment, televisions, musical instruments and other like equipment to be played at such volume that would cause disturbance or nuisance to Other Owner(s), his Invitee(s) or the Management at any time.

## 4.2.3. PLANTS

The Owner(s) and/or Resident(s) shall not, either by himself or through his Invitee(s) or other occupiers in the said Parcel place flower pots or other things whatsoever on the balcony, terrace, yard or the exterior of the said Parcel or in any way create a potential danger if these pots and things were to fall or in any way create a danger to the safety of the public and Other Owner(s) and his Invitee(s) or cause obstruction to common passageway or bodily harm to person(s) or damage to the property.

All potted plants shall be placed in containers so as to prevent dripping of water or soil onto other parcels or the Common Property and all potted plants or plants grown in flower boxes and visible from the exterior of the Building shall be maintained in a clean and healthy condition. The Owner(s) and/or Resident(s) shall not plant or remove any types of plants at common areas without prior consent from the Management. In the event plants are allowed to be planted by the Owner(s) and/or Resident(s), the Management shall not responsible to maintain the plants. The Management reserves the rights to remove the plants due to lack of maintenance or if they are dead. The removal cost will be borne by the Owner(s) and/or Resident(s).

Resident(s) shall ensure that any water contained in the pots and/or containers are free from mosquitoes and other harmful insects.

No trees, creepers or plants shall be allowed to be planted near, on or along the perimeter fencing or which may be likely to obstruct or hinder the Management from providing effective security services and effective functioning of the security system.

The Management shall have the absolute right to remove any trees, creepers or plants within the Project.

#### **4.2.4. CLEANING OF EXTERNAL WALL**

Care should be taken when cleaning the external walls of the Building or any part of the said Parcel so as to prevent water from flowing to or into the adjoining Land Parcels causing unsightly water accumulation.

#### **4.2.5. DRONES AND AERIAL DEVICES**

The Owner(s) and/or Residents(s) and/or their Invitee(s) are not permitted to fly any drones or any other aerial devices for safety and privacy reasons.

#### **4.2.6. KEEPING OF PETS AND ANIMALS**

- a. The Owner(s) and/or Resident(s) shall not keep any animals on the Property or on the Common Property that may cause disturbance, fear, anxiety to or possibly endanger any other purchasers or damage any Common Property or prohibited or disallowed by any law. The Owner(s) and/or Resident(s) may only keep such number of pets at the Property at any one time as allowed by law, by-laws, regulations, orders, rules or directives in force for the time being. In addition, no livestock or poultry, animals or pets for commercial purposes of any kind shall be raised, bred, or kept on the Property, the Common Property and/or the Land.
- b. When taking a pet for a walk, the Owner(s) and/or Resident(s) shall ensure that it is always leashed and shall refrain from allowing the pet from stopping in front of the other land parcels for the pet to ease itself. The Owner(s) and/or Resident(s) shall ensure that the pet's faeces are not left lying indiscriminately on any part of the Common Property and/or the Land and shall clean, clear up and scoop into a plastic bag the pet's faeces and dispose the same properly in the Owner(s) and/or Resident(s) own bin and not in the bin(s) of other Owner(s) and/or Resident(s).



- c. Any animal found without a tag issued by the Authority and left unleashed, unattended and/or unaccompanied by its owner at the Common Property will be treated as stray and the Management may take action to capture such animal and hand over the animal to the Authority for further action and the Management shall not be liable in any manner whatsoever or howsoever arising for such hand over of the animal to the Authority.
- d. Owner(s) and/or Resident(s) who wish to keep a pet shall register the pet with the Management; and
- e. Pets shall be carried in their pet carrier or be on a leash at the common facilities area.
- f. While walking pet(s) within the said Building or the said Land, the Resident(s) and/or Owner(s) shall ensure that their pet(s) do not urinate or defecate on or at any part of the Common Property and/or the said Building which includes but shall not be limited to roads, lamp post areas, green reserves, plants and the Visitors' Car Park Lots or any other building(s) or structure(s) on any part of the said Land.
- g. If any incidental defecation (including urine) by such pet(s) occur, the Resident(s) and/or Owner(s) are required to clean it up immediately by using appropriate cleaning methods which includes washing the area with water if necessary.
- h. The Management shall impose a fine not exceeding Ringgit Malaysia Two Hundred (RM200.00) against any Resident and/or Owner who fails to comply with section 4.2.6.

#### 4.2.7. HANGING OF CLOTHES

Owner(s) and/or Resident(s) are permitted to hang clothes or other clothing apparel or laundry or anything whatsoever for airing or drying or other purpose whatsoever at permitted designated areas such as the car park porch within the said Parcel and not cause any obstruction or inconvenience to other Owner(s) and/or Resident(s) and do not detract from the aesthetic beauty of the said Parcel and/or the aesthetic value or beauty or ambiance of the Common Property and the Building.

The Management reserves the right to remove and confiscate any personal items placed at any Common Property without prior notice.

#### **4.2.8. TRAILERS & BOATS**

No house trailers, mobile homes, school buses, trucks or commercial vehicles over one (1) tonne capacity, boats or boat trailers shall be kept, stored or parked overnight either on any part of the Common Property and/or on the Property except within enclosed garages or completely screened from view. Subject to the foregoing, all other vehicles may be parked on the driveway of the Property but not on the Common Property. The foregoing will not be interpreted, construed or applied to prevent the temporary non-recurring parking of any vehicles, boat or trailer for a period not exceeding forty-eight (48) hours upon the Property. There shall be no major or extended repair or overhaul works performed on any vehicle on the Property. If any vehicle, boat, or trailer is in violation of this Clause, the Management shall have the immediate right to have the offending vehicle, boat, or trailer towed away at the expense of the Owner(s) and/or Resident(s) without prior notice.

#### **4.2.9. PLACEMENT OF NOTICES, ETC**

Owner(s) and/or Resident(s) are not permitted to place any name plates, signboards, signages, advertisements, notices, structure, installations, articles, objects, posters, notice of any description or writing or any other indication of business or any other means of visual communication on balconies, windows, doors, passages or any part of the Building without prior approval of the Management.

#### **4.2.10. NO ILLEGAL TAPPING OF WATER/ELECTRICITY**

The Owner shall not allow or cause to be allowed to utilise or tap water or electricity supply from outlets situated in the Common Property save at places (if any) authorised and/or designated by the Management for specific purpose provided that the Management's consent has been obtained.

#### **4.2.11. BE CIVIC CONSCIOUS**

Owner(s) and/or Resident(s) shall obey all signages such as “No Smoking”, “Do Not Litter”, “No Parking” and others.



## 4.3. FIRE RISK

### 4.3.1. STORAGE OF NOXIOUS, DANGEROUS AND HAZARDOUS GOODS

The Owner(s) and/or Resident(s) either by himself or through his Invitee(s) or other occupiers occupying the said Parcel and their employees, agents, servants and contractors are not permitted to bring, store or permit to be stored in the Parcel or any part of the Building any combustible, inflammable, explosive or dangerous substances or any substance or matter or materials which may give rise to smoke, fumes or obnoxious smell on the said Parcel or any part of the Building, that may contradict any local ordinance, statute, regulations or by-laws or in respect of which an increased rate of insurance is required.

The Owner(s) and/or Resident(s) shall not store arms, ammunitions and unlawful goods which in the opinion of the Management is of a noxious or dangerous or hazardous nature. Highly combustible materials and substances shall be properly packed and labelled for disposal by a professional carrier approved by the Management at the own cost of the Owner(s) and/or Resident(s).

### 4.3.2. BURNING

The Owner(s) and/or Resident(s) shall not conduct any form of burning of whatsoever nature in, on and/or about the said Parcel, the Common Property and the Building, save and except with the prior written approval from the Management and the Management holds full discretion to withhold approval.

### 4.3.3. PRECAUTIONS

The Owner(s) and/or Resident(s) shall take all necessary precautions to prevent any outbreak of fire. Aerosol products such as lighter fuels and hair spray shall be kept away from any heat source or strong sunlight.

Stove, fire or heating appliance that may cause a fire to the Building due to overheating of the stove or heating appliance shall not be left unattended.



#### 4.3.4. AVOIDANCE OF INSURANCE POLICY

The Owner(s) and/or Resident(s) either by himself or through his Invitee(s) or other occupiers occupying the said Parcel and their employees, agents, servants and contractors shall not permit or suffer to be done anything whereby the policy or policies of insurance taken by the Management in respect of the Building or any part thereof may become void or voidable or cause the insurance premium to be increased and shall indemnify the Management on demand all expenses or losses that may be incurred by the Management as a result of any breach or non-observants of these House Rules and Regulations by the Owner(s) and/or Residents.

#### 4.3.5. FIRE-FIGHTING AND INSTALLATION OF EQUIPMENT

Owner(s) and/or Resident(s) shall not remove, damage or tamper with any fire-fighting installation and equipment installed in the Buildings or the Common Property.

Each Parcel is provided with a fire extinguisher upon delivery of vacant possession. The Owner(s) or Resident(s) shall ensure that the Parcel shall always have a valid and working fire extinguisher in the Parcel.

The maintenance and care of the fire extinguishers shall be the responsibility of the Owner(s). Thereafter, the Owner(s) are to ensure that a valid and good condition fire extinguisher is in compliance to the Fire & Rescue Department is always kept within the Parcel.

The Management reserves the right to take any action that it deems appropriate against any Owner(s) whose Parcel does not have a valid and working fire extinguisher (including the right to call the fire department or to seek legal recourse) and the Owner(s) shall indemnify the Management for all costs, expenses, damages and liabilities that may be incurred by the Management as a result thereof.

## 4.4. MAINTENANCE AND UPKEEP

### 4.4.1. MAINTENANCE AND UPKEEP OF THE PARCEL

- a. The Owner(s) and/or Resident(s) acknowledges and agrees that the wall separating the said Parcel from the adjoining parcel and/or Building shall be deemed to be a party wall or the party walls (as the case maybe) and shall be maintained and kept in repair at the joint cost and expense of the Owner(s).
- b. Owner(s) and/or Resident(s) shall keep clean all glass windows and doors at the boundary of the Parcel and shall not use the Parcel in any manner which may cause accumulation of dirt, rubbish or debris of any kind in or outside of the Parcel.
- c. All maintenance, repairs and replacements in or to the Parcel whether structural or otherwise including but not limited to the maintenance, repair or replacement of screens, windows, the exterior side of the door and plumbing and air-conditioning fixtures and equipment, if any within the Parcel shall be performed by the Owner(s) or Resident(s) at his own cost and expense.
- d. Owner(s) and/or Resident(s) shall not do or allow anything to be done which might result in clogging or damage to the sewage and drainage pipes and or any utilities services serving the said Parcel and/or the Building.
- e. Owner(s) and/or Resident(s) shall not allow, do or keep in the said Parcel any article or thing which may overload or impair the floors, walls or roofs thereof.
- f. The Owner(s) shall not use the water closets, conveniences and other water apparatus including waste pipes and drains for any purpose other than those for which they were constructed and no rubbish or other unsuitable substances shall be deposited therein, and the Owner(s) and/or Resident(s) shall not do or allow to be done any act, matter or thing which may result in the clogging of or any damage to the sewers or drains in, on, under or about of forming part or serving the said Parcel in which event the Owner(s) shall be liable for all damages, costs and expenses incurred by the Management in remedying such damage or blockage and the Owner(s) shall on demand pay to the Management all such damages, costs and expenses incurred within fourteen (14) days from the date of the Management's notice of demand.



- g. The Owner shall at his own costs and expenses within seven (7) days from the date of the Management's written request to the Owner forthwith repair and make good all defects in and to the said Parcel and any parcels adjoining, adjacent, below and above that may be affected by the failure of the Owner to keep the said Parcel in good and substantial repair and condition or arising from any renovation works conducted. In particular, the cost of making good any inconvenience, leak, stain or damage to the Common Property and any other parcels adjoining, adjacent, below and above that may be affected by the failure of the Owner to keep the said Parcel in good and substantial repair and condition including liabilities whatsoever arising thereof shall be borne solely by the Owner. In the event the Owner fails to repair and make good the said defects or damages within the abovesaid time frame, the Management shall be entitled, at its absolute discretion on its own or by its agent to repair and make good such defects and damages and all costs and expenses for and incidental to the same shall be borne by the Owner and be paid by the Owner to the Management within seven (7) days from the date of the written request/notice for payment thereof and shall be deemed as a debt due from the Owner to the Management on the expiry of the said seven (7) days period and forthwith recoverable by action in any court of competent jurisdiction from the Owner including legal costs on a full indemnity basis.
- h. The Owner shall not discharge or permit or suffer to be discharged any solid matter from the Parcel into the drains or sewers as aforesaid nor discharge or allowed to be discharged therein any fluid of a poisonous or noxious nature or of a kind calculated to or that does in fact destroy, sicken or injure the fish or contaminate or pollute the water of any stream, river or lake (if any) and will not do or omit or allow or suffer to be done or omitted any act or thing whereby the water of any stream, river or lake may be polluted or the composition thereof so changed. In the event the Owner fails to abide, he shall fully indemnify the Management against all damage, claims or liabilities arising out of or in consequence of any such discharge however caused.



- i. The Owner shall take all reasonable measures to prevent the escape and spillage from containers of any goods of whatsoever description in the Parcel which may be or become dangerous or offensive if allowed to escape or spill from such containers whether or not the goods are dangerous or offensive or environmentally hazardous when properly secured. In the event Owner fails to abide, the Owner shall fully indemnify the Management against all damage, claims or liabilities arising out of or in consequence of any such escape however caused.
- j. The Owner shall give at least fourteen (14) days prior written notice to the Management and to the Other Owners of the Other Parcels adjoining, adjacent, below and above the said Parcel of the Owner's intention to repair any joints, slabs, columns or beams on which the floors and the ceilings of the said Parcel are laid and shall make good any damage whatsoever and howsoever caused to all Other Parcels and/or the Common Property as the case may be affected thereof PROVIDED ALWAYS that such repair works will not affect the structural integrity/stability of the Building and prior to such repair works the Owner has obtained all necessary written consents from the Management and/or the Appropriate Authorities.

#### 4.4.2. DISPOSAL OF WASTE

- a. Disposal of waste in VILUXE is via an Automated Waste Disposal System ("AWDS") and all Owner(s) and/or Resident(s) shall abide by the AWDS Rules and Regulation annexed hereto as Annexure B. Failure to abide to the Rules and Regulations will result in a penalty of RM200.00 or such rate as may be determined by the Management.
- b. Owner(s) and/or Resident(s) shall not throw rubbish, dirt or other refuse or permit the same to be thrown into the sinks, lavatories, cistern or soil pipes in the said Parcel or elsewhere in the Buildings and VILUXE save and except in the proper bin or other containers or through the refuse bins provided or in any area or location designated by the Management.
- c. Refuse shall be secured in non-porous Polythene bags before being placed in the refuse bins. All refuse shall be discarded in accordance with any guidelines or regulations in respect of segregation of waste or source imposed by the Appropriate Authorities. Combustible substances such as paint and petroleum products shall not be placed in the refuse bins.

- d. The allocated refuse centre and refuse rooms are limited to ordinary domestic refuse. Resident(s) shall make his own arrangement to dispose of heavy or bulky objects such as packing cases, packing materials, mattresses, cartons, discarded pieces of furniture items at their own cost.
- e. All residents are required to practice the culture of recycling to promote a better environment and the Management has allocated recycle bins at the refuse centre on next to the Management Office.

#### 4.4.3. MAINTENANCE AND UPKEEP OF THE COMMON PROPERTY BY THE MANAGEMENT

The Management shall use its best endeavours to keep the roofs, main structure, walls, floors and main drains and pipes of the Common Property and facilities (if any) in a good state of repair and maintenance.

Where the Management or its agents performs any repairs, works or acts that is required or authorised (whether, expressly or impliedly, by any written law or consequent upon any notice or order by any Appropriate Authorities or otherwise) but the repairs, works or acts were:-

- a. wholly or substantially the liability or responsibility of the Owner, or wholly or substantially for the benefit of the said Parcel, any monies expended by the Management in performing such repairs, works or acts shall be borne by the Owner and shall be paid by the Owner to the Management within seven (7) days from the date of the written request/notice for payment thereof and such monies shall be deemed as a debt due from the Owner on the expiry of the said seven (7) days period and forthwith recoverable by action in any court of competent jurisdiction from the Owner including legal costs on a full indemnity basis; or



- b. wholly or substantially the liability or responsibility of the Owner and any one or more of the Other Owners, or wholly or substantially for the benefit of the said Parcel and any one or more of the Other Parcels, any monies expended in performing such repairs, works or acts shall be borne by the Owner and the Other Owners jointly and severally, and shall be paid by each of them within seven (7) days from the date of the written request/notice for payment thereof, and such monies shall be deemed as a debt due from them jointly and severally on the expiry of the said seven (7) days period and forthwith recoverable by action in any court of competent jurisdiction from them jointly and severally including legal costs on a full indemnity basis,

PROVIDED ALWAYS THAT nothing herein contained shall render it obligatory for the Management to carry out or perform any repairs, works or acts as mentioned hereof and provided further that if the Management decides to do so, it may require that the Owner or the Other Owners first pay to the Management such amount as the Management may require as security for their due payment of the sums payable by them to the Management as provided herein.

#### **4.4.4. ACCESS BY THE MANAGEMENT TO CARRY OUT REPAIRS**

Owner(s) and/or Resident(s) shall permit the Management or its agents or workmen at all reasonable times to enter into the Parcel to carry out repairs to the Parcel or to other portions of the Building not conveniently accessible otherwise from or through the Parcel.

Owner(s) and/or Resident(s) shall permit the Management or its agents or workmen at all reasonable times to enter into the Parcel to lay, fix in and lead through the Parcel, all such wires and cables for electricity and pipes for water and sewerage or repair, remove or replace such wires, cables or pipes for the general purposes of the Building as the Management may deem necessary from time to time.

The Management shall provide reasonable notice to the Owner(s) and/or Resident(s) save and except for emergency whereby the repair needs to be carried out on an urgent basis.



## 4.5. AIR-CONDITIONERS AND COMPRESSORS AND WATER FILTERS

In respect of the installation of air-conditioner compressors and water filters:-

- a. The Owner(s) and/or Resident(s) shall place and install in a manner approved by the Management and at the designated area (if any) and the Owner(s) and/or Resident(s) shall ensure that the pipes are concealed or finished as required by the Management. A plan of the air-conditioner layout and designated area (if any) can be obtained from the Management;
- b. Owner(s) and/or Resident(s) shall at his own cost and expense be responsible for the cleanliness, maintenance and upkeep of the designated area (if any) and shall not hold the Management responsible for any damage or loss to the air-conditioner compressor, water filters; and
- c. The Owner(s) and Resident(s) undertakes that the designated area (if any) shall only be used to place and install air-conditioner compressors, water filters and shall not cover or seal off the same for any other purpose in default of which the Management may upon giving forty eight (48) hours' notice in writing to the Owner(s), proceed to remove such structure and the costs incurred as a result thereof shall be borne by the Owner(s) and shall be deemed a debt due from the Owner(s) to the Management and the Owner(s) shall on demand pay to the Management the costs incurred within fourteen (14) days from the date of the Management's notice of demand.

## 4.6. EXTERIOR AND FAÇADE

**4.6.1.** Owner(s) and/or Resident(s) shall not cause or permit to be caused on, within and/or around the exterior and/or interior of any balcony or terrace or yard appurtenant to the said Parcel any or all of the following:-

- a. to be enclosed whether partially, fully and/or completely and whether permanently, semi-permanently or otherwise;
- b. to be covered by any awning, canopy, erection or such other structure whether permanent, semi-permanent, movable or otherwise or by whatever name called;

- c. to be increased in size, depth, altered in configuration, renovations, improvements and/or changes;
- d. to be put, stored, laid, deposited, erected, placed, constructed and/or positioned any erection, structure, and/or monument, irrespective of size and whether permanent, semi- permanent, movable or otherwise; and
- e. to be put, stored, laid, deposited, planted, placed and/or positioned any vegetation save and except with the prior written consent from the Management.

**4.6.2.** Owner(s) and/or Resident(s) shall not leave or store any unsightly items which can be viewed or seen from outside the said Parcel i.e. from the windows, walls, balconies or roofs of any Parcel.

**4.6.3.** Owner(s) and/or Resident(s) shall not cause or permit to be caused any painting, or other decoration of any nature to the exterior of the said Parcel.

**4.6.4.** Owner(s) and/or Resident(s) shall not cause or permit to be caused the installation of electrical wiring, television antenna, satellite dish, ASTRO Dish, machines or other transmitting or receiving devices/apparatus to the exterior of the said Parcel.

**4.6.5.** Owner(s) and/or Resident(s) shall not install, construct and/or affix any grilles to the doors and windows of the said Parcel, without the prior written approval from the Management, who shall impose such terms and conditions in its sole and absolute discretion as the Management shall deem fit and proper.

**4.6.6.** Owner(s) and/or Resident(s) shall not affix, erect or attach or cause to be affixed, erected or attached upon any part of the exterior of the said Parcel or outside any windows thereof, any external blinds, shades, awnings, screens or grilles, and any placard, poster, notice, advertisement, name sign whatsoever which are visible from the outside or otherwise do anything to alter or affect any part of the external appearance of the said Parcel and Building.



- 4.6.7.** The Owner(s) shall not alter or cause to be altered the exterior façade of the said Parcel and shall ensure and maintain the aesthetic value, beauty or ambience of the said Parcel in the Building and shall not do anything to change or adversely affect the uniformity and aesthetic integrity of the said Parcel, the Building or any part thereof and that no projections/protrusions shall be extended through any walls, doors or window openings of the said Parcel.
- 4.6.8.** The Owner(s) and Resident(s) undertakes that they shall abide by the Grille Guidelines annexed hereto as Annexure C, Yard Guidelines annexed hereto as Annexure D, Air Conditioner Compressor Guidelines annexed hereto as Annexure E and Awning Guidelines annexed hereto as Annexure F. In the event of non-compliance, the Management may upon giving forty eight (48) hours' notice in writing to the Owner(s), proceed to remove such structure and the costs incurred as a result thereof shall be borne by the Owner(s) and shall be deemed a debt due from the Owner(s) to the Management and the Owner(s) shall on demand pay to the Management the costs incurred within fourteen (14) days from the date of the Management's notice of demand. The Annexures hereto shall be read and construed as an essential part of this Handbook subject always to the absolute right of the Management to amend accordingly, if required.

## **4.7. CONDUCT OF CHILDREN**

Owner(s) and/or Resident(s) shall ensure their child(ren) do not play and cause any disturbance, annoyance and danger at the walkways, car parks, roads and other Common Property. In addition, it is the duty of the parent(s) or guardian(s) to ensure the safety of their child(ren).

## **4.8. FENCES AND GATE**

No fencing, wall, gates, building structure or ornamental or horticultural structure are allowed to be erected at the perimeter of the Land Parcels, within the frontage of the entrance of each Land Parcel and the boundary between each Land Parcels and other adjoining Land Parcels unless such structure was originally constructed by the Developer.

As a general rule, no additional fencing either at or along the side or rear boundaries of the said Parcel other than fencing originally constructed by the Developer. However, the original fencing may be improved provided prior written consent of the Management is obtained. In all cases, the improved fencing shall be of a similar design to that provided by the Developer.



## 4.9. OTHER RESTRICTIONS

The Owner(s) or Resident(s), either by himself or through his Invitee(s) or other occupiers occupying the said Parcel and their employees, agents, servants and contractors, shall not:-

- a. For safety reasons, install and/or cause to install any electrical sockets or electrical power points and/or use any electrical equipment or appliance which do not come with the certification mark of SIRIM and may result in the increase in the voltage supply to the said Parcel without the prior written consent of the Management;
- b. Be allowed to increase the capacity of the main fuse in the electrical distribution board in the Parcel. If the Owner shall require electricity supply in excess of the supply arrangement as provided for in the distribution fuse board installed or if the Owner shall require revision to the distribution fuse board as installed, the Owner shall first obtain the prior approval in writing of the Management and the written approval of the Appropriate Authority on terms and conditions acceptable to the Management for such increase or revision. Any such approval may be withheld by the Management without any reason being assigned thereto or may be given subject to such terms and conditions as the Management deems fit. If the Owner commits a breach of this provision herein, the Owner shall be liable for all damages or losses caused or contributed by the Owner's unauthorised increase of the electricity supply or unauthorised revision to the distribution fuse board;
- c. Allow or cause to be allowed erect upon, affix to the said Parcel or any part thereof any machinery, mechanical, scientific, electrical apparatus except radio, television receiving sets (with indoor aerial) and the usual domestic electrical apparatus and in the event that such written consent is being given, the Owner(s) shall ensure that the same is properly fitted with the approved suppressors without any electrical interference to the Other Owner(s); and
- d. Leave and/or store any goods, chattel and/or vehicle which may cause danger, nuisance, inconvenience or obstruction to others and/or which may result in damage/destruction of any fauna/flora and/or any landscaping in, on and/or about the Common Property and/or any part of the Building.

## 4.10. USE OF MANAGEMENT'S EMPLOYEE

No Owner(s) and/or Resident(s) are allowed to use any employee of the Management for any business or private errands. The Management and maintenance staff are not authorised or allowed to accept delivery of packages, parcels, etc or perform any kind of errands for any Owner(s) and/or Resident(s), unless authorised by the Management.

## 5. COMMON PROPERTY AND AREAS

### 5.1. NO OBSTRUCTION AT COMMON PROPERTY

- a. The sidewalks, passages, common property and any other ingress or egress of the Building shall not be obstructed at any time, or used for any other purpose other than their designated use only.
- b. Owner(s) and/or Resident(s) are not permitted to place, leave, store or caused to be placed any refuse, furniture or other such personal property such as motorcycles, bicycles, tricycles, children's toys, and the like or any other personal property (except for areas designated for such purposes) or use any such Common Property as storage space.
- c. Owner(s) and/or Resident(s) shall not lock or obstruct any fire exits that are statutorily required to be accessible under the provisions of the relevant rules and by-laws.
- d. To prevent obstruction via traffic interruption, Owner(s) and/or Resident(s) shall comply with the traffic flow system at the egress and ingress points.
- e. No vehicle shall be parked at the roadside which interfere with the right of ingress and egress to adjacent roadways or drive-ways of third parties or other road users which shall cause an obstruction.



## 5.2. NO SALES OR SOLICITING

The Owner(s) and/or Residents(s) shall not solicit for goods, services and/or sales within the Common Property and/or VILUXE except with the Management's prior written consent. Any consent granted by the Management shall be subject to terms and conditions as the Management may at its absolute discretion deem necessary to impose.

## 5.3. FURNITURE AND EQUIPMENT IN COMMON PROPERTY

All furniture and equipment placed and/or installed in the Common Property or Common Facilities have been provided for the safety, comfort and convenience of all Resident(s) and therefore shall not be damaged or removed or altered without the permission of the Management. Any act of vandalism or mismanagement by any Owner(s) and/or Resident(s) or Invitee(s) shall be penalised with the sum of RM200.00 and the Owner or Resident shall also be liable to make good, repair or replace the damaged item.

## 5.4. COMMON GARDEN AND LANDSCAPING

The landscape garden is aesthetically designed for the common enjoyment of all Residents within VILUXE. The Owner(s) and/or Resident(s) must not damage directly or indirectly whether intentional or unintentional any part of the garden or landscape.

## 5.5. PARTIES AND FUNCTIONS

Owner(s) and/or Resident(s) are not permitted to use the Common Property for any private functions except at the designated area for such functions. Parties and functions shall be confined within the Parcel or any other designated areas up to 11.00 p.m. only or such other time as may be specified by the Management to avoid disturbance to Other Owner(s) and/or Resident(s).

The use and enjoyment of the Common Property by the Owner(s) and/or Resident(s) shall be in such manner as shall not interfere with the use and enjoyment thereof by the Other Owners or their Invitees. The Common Property shall not be permitted to be used for any auction, garage sale, function or gathering without the prior written consent of the Management.

If the Owner(s) and/or Resident(s) wish to host large private parties, gatherings, or functions within the said Parcel that exceed twenty-five (25) people, where a portion of the Common Property may be required for parking vehicles belonging to visitors or guests of the Owner(s) and/or Resident(s), or for the purpose of setting up tents or marquees, the Owner(s) and/or Resident(s) shall notify the Management in writing one (1) week in advance of the private party, gathering, or function.

The Management shall be entitled to collect a refundable deposit of Ringgit Malaysia Three Hundred (RM300.00) only from the Owner(s) and/or Resident(s) as security to ensure compliance with the regulations outlined in this development by the Owner(s) and/or Resident(s) and his/her guests including keeping the Common Property clean.

In the event of any damage to any part of the building or common property, the Management reserves the right to deduct from the deposit an amount equivalent to the cost of repairs necessary to rectify the said damage. If the expenses incurred exceed the deposit collected, the management has the right to recover any additional costs from the resident.

Regardless of the Owner(s) and/or Resident(s) notifying the Management in advance of the private party, the security guards shall have the discretion to refuse entry to any vehicles belonging to the guest or guests onto the Land Parcel.

All guests of the Owner(s) and/or Resident(s) shall park their vehicles neatly at the curb of the driveway or at the visitors' car park (if any) only without causing obstruction to the access of or nuisance to any other Parcels.

## 5.6. FUNERAL SERVICES

No religious ceremonies shall be permitted to be held in any of the Land Parcels, save and except for funeral services of such family members, any Occupant or any Owner residing at the Land Parcel. The Management must be given prior notification of such funeral services to be held at the said Land Parcel.



## **5.7. WEIGHTAGE AND LOADING**

The Owner shall not place any article or thing whatsoever in the Common Property which may overload or impair the walls, columns, beams, slabs, floors or ceilings of the said Building in which the said Parcel is located otherwise whatsoever, howsoever or wheresoever in excess of the limit allowed by the Management or the Management's professional advisor and which may affect the structural stability or structural integrity of the said Building or the overall safety of the said Building.

## **5.8. LIABILITIES FOR DAMAGE TO COMMON PROPERTY**

Owner(s) and/or Resident(s) shall be liable for all costs and expenses incurred by the Management to repair, replace, restore and/or make good any damage, destruction, impairment done or caused by the said Owner(s) and/or Resident(s) or their respective Invitee(s) to any Common Property.

## **5.9. COMMON PROPERTY USE**

The Owner(s) and/or Resident(s) shall not use any part of the Common Property, the Building and/or VILUXE for any illegal, unlawful, immoral or offensive purposes or any purposes (illegal or otherwise) which the Management deems to be offensive to a conducive environment for a residential area, or which may affect in any way whatsoever the use of the other Building on VILUXE as the case may be.

## **5.10. NO LIABILITY**

While the Management or its agents or servants will take every reasonable precaution to ensure that the Common Property is properly maintained, the Owner(s) and/or Resident(s) and/or his Invitee(s) shall use the Common Property at their own risk. The Management or its agents or servants shall not be responsible for any injury or damage incurred and/or sustained by the users or for any loss and/or damage to their personal property under whatsoever and howsoever circumstances including any negligence of the Management or its agents or servants.

## 6. CARD ACCESS SYSTEM

### 6.1. ENTRY AND EXIT ACCESS CARDS

As a security measure, an access card system is installed at the entry and exit points of the Viluxe Development and these points cannot be accessed or operated without the use of such access cards:-

- a. The Owner(s) and/or Resident(s) shall carry his access card at all times;
- b. The Owner(s) shall be given two (2) pieces of access cards per Parcel free of charge. However, such access cards shall remain the property of the Management. Any additional/replacement access cards (subject to availability) may be charged. A surcharge shall be imposed for replacement of a lost access card;
- c. The access cards are non-transferable and are meant to be for the Owner's and/or Resident's own use and shall be retained in the proper care and control of the Owner(s) at all times. Prior written notification shall be given to the Management if such access cards are given to his Invitee(s), or other occupiers occupying the said Parcel and their employees, agents, servants and contractors of the Owner(s). The Management shall be kept updated of any and all changes. If such access card is lost or stolen, the Owner(s) shall report such loss or theft to the Management in writing;
- d. Additional cards up to a maximum total of five (5) per Parcel may be obtained from the Management at RM50.00 per additional access card or at such charges as may be determined by the Management;
- e. Lost or damaged access cards may be replaced. A penalty of RM50.00 per access card may be charged or at such amount of penalty as may be determined by the Management;
- f. The Management reserves the right to confiscate any access cards which have been misused by the Owner(s) and/or Resident(s); and
- g. The Management reserves the right to deactivate the access card(s) in accordance with Item 3.2.5(b) or at its discretion;



- h. The Management shall impose a fine not exceeding Ringgit Malaysia Two Hundred (RM200.00) against any Resident and/or Owner who has duplicated or cloned the access cards and to deactivate all cloned cards including the access cards issued to the said Resident and/or Owner;
- i. A charge not exceeding Ringgit Malaysia Fifty (RM50.00) shall be imposed for the reactivation of access cards.

## 6.2. LICENSE PLATE RECOGNITION (LPR) SYSTEM FOR CAR PARKING

Owner(s) and/or Residents(s) will need to provide the vehicle plate numbers parking at the said Parcel in accordance with the individual strata title via Owner/Tenant Registration Form to the Management.

## 7. USE OF PARKING BAYS

The Owner(s) and/or Resident(s) shall only use the car parking bay(s) solely for its purpose and not for any other purpose and subject to all rules and regulations herein or such other rules or regulations as may be prescribed by the Management from time to time:-

- a. On no occasion is/are the Owner(s) and/or Resident(s) permitted to park his car and/or any other vehicle (motorised or otherwise) in any car parking bay(s) other than the designated car parking bay(s) allocated to the Owner(s) and/or Resident(s). The Owner's or Resident's car or vehicle shall at all times be properly parked within the designated car parking bay(s);
- b. The car parking bay(s) shall be used for the parking of passenger car(s) only;
- c. Any such car parked at unauthorised bays shall be clamped or towed away by the Management at the Owner's or Resident's costs and the Management reserves the right to impose and charge a fine on the Owner(s) and/or Resident(s) at such rate or rates at the absolute discretion of the Management;

- d. The Management shall also have the right to clamp the wheels or immobilise any vehicle, without prior warning, if found in breach of the rules herein. The wheel clamps and immobilisers will only be released upon payment of RM100.00 to the Management, which may be varied by the Management from time to time;
- e. The Management shall also have the right to tow away and/or remove any car and/or any other vehicle (motorised or otherwise) left abandoned in the Common Property or any part of the Building;
- f. The Management shall not be liable for any damage loss or injury to any person or property arising from the towing clamping or immobilisation of such vehicle;
- g. The Management shall reserve the right to refuse entry of vehicles until and unless all and/or any outstanding sum due to the Management by the Owner(s) and/or Resident(s) has been fully settled by the Owner(s) and/or Resident(s);
- h. Except for minor repair works which do not create or cause any nuisance or inconvenience to other occupants, no repair work on the Owner's/Resident's, or his Invitee's, car(s) and/or vehicle(s) shall be permitted on the assigned car parking bay(s);
- i. The Management reserves the right to stipulate from time to time any other terms and conditions relating to the use and access to the car parking area or to impose on the Owner(s) and/or Resident(s) such other terms and conditions as shall be imposed by the Appropriate Authority;
- j. The car parking bay(s) shall only be used for parking the Owner's/Resident's own vehicle(s) or that of his Tenant(s) and the Owner(s) shall register the registration number of his or her Tenant's vehicle(s) with the Management and shall forthwith notify the Management in writing on any changes thereof. Management reserves the right to refuse entry to any unregistered vehicle;
- k. The Owner(s) and/or Resident(s) shall notify and immediately seek the permission of the Management if he is making use of the car parking bay(s) for a vehicle not otherwise recorded by the Management;
- l. Motorcycles, bicycles and other similar forms of transport shall be parked at the designated parking lots and on no occasions are these vehicles allowed to be left or parked at other areas;



- m. The Owner(s) and/or Resident(s) shall not allow any boats, containers, machines or any other vessel or equipment or object of his, of that of his Invitee(s) to be placed in the car parking bay(s) or any other area within the Building without the written consent from the Management;
- n. The Owner(s) and/or Resident(s) shall not allow and shall ensure that his Invitee(s) shall not park in the car parking bay(s) of Other Owner(s) and/or Resident(s). Vehicles parked by the Owner(s), Resident(s) or his Invitee(s) in the car parking bay(s) of Other Owner(s) may be clamped or towed away by the Management at such Owner's or Resident's cost;
- o. The Owner(s) and/or Resident(s) shall not cause any obstruction to the ingress and egress to the adjacent car parking bays or the roadways within the Building or for that matter, any fire exits or fire access routes or access routes to pump rooms and substations by leaving or parking or permitting to be left or parked any vehicle belonging to or used by the Owner(s), Resident(s) or their Invitee(s). The Management reserves the right to take any appropriate actions which includes towing away any vehicles which proves to be an obstruction at the Owner(s)' and/or Resident(s)' cost. The Management shall not be liable for any damage to the vehicle and injury or inconvenience suffered by the Owner(s)/ Resident(s) or for any damages whatsoever arising therefrom, including any negligent act or omission;
- p. For security reasons, only vehicles registered with the management will be allowed entry, otherwise, registration at the guardhouse is required. Management reserves the right to refuse entry of any vehicles which are not registered;
- q. The Owner(s) shall have an unobstructed use of the car parking bay(s) provided always that the Owner(s) shall have paid all monies due and owing by the Owner(s) to the Management, in the event there are monies unpaid for the Charges due from the Owner(s) and/or Resident(s) to the Management, the Management shall be entitled to stop and refuse entry of the Owner's/Resident's car or vehicle into the car parking bay(s) or Building, until such time the Owner(s) and/or Resident(s) makes full payment of the outstanding amounts due; and

- r. The Owner(s) and/or Resident(s) shall ensure that their Invitee(s) and the Management's servicemen park at the allocated visitor car parking bay(s). The visitors' car park is strictly for visitors only. Any Invitee(s) and Management's servicemen who will park their car overnight will need to apply for approval from the Property Management and an overnight charge of Ringgit Malaysia Ten (RM10.00) per night or such other rate as may be determined by the Management shall be chargeable.

## **8. SECURITY AND SAFETY**

### **8.1. SECURING YOUR PARCEL**

Owner(s) and/or Resident(s) are responsible to ensure that doors and windows to their Parcel are properly locked and secured.

### **8.2. INSURANCE COVERAGE**

Owner(s) and/or Resident(s) shall ensure proper insurance coverage in respect to their household contents in the Parcel.

### **8.3. VISITOR ACCESS AND SECURITY SCREENING**

- a. All Invitees are subject to screening by the security guard and registration at guard house where particulars of the visitors, their vehicle registration number, their time and purpose of entering the premises and which Parcel they intend to visit are recorded or in other such manner as directed by the Management.
- b. Owner(s) and/or Resident(s) are to register the complete details and work schedule of tuition teachers, outsourced maids, nannies and drivers.
- c. All Owner(s) and/or Resident(s) are responsible in informing their Invitee(s) of the House Rules and Regulations and to comply with all the House Rules and Regulations. Owner(s) and/or Resident(s) shall be held responsible for their proper conduct within the premises and be liable for any loss or damage suffered by the Common Property, plant, furniture and equipment caused by their Invitee(s).



- d. Where the visitor is an Invitee, the Owner(s) and/or Resident(s) shall inform the guard house in advance and provide the particulars as stated in Section 8.3(a) with the expected time of arrival to facilitate smooth entry, or in other such manner as directed by the Management.
- e. If an Invitee shows up unexpectedly without any notification to the security guard by the Owner(s) and/or Resident(s), the Invitee will have to call the Owner(s) and/or Resident(s) concerned for security clearance and they may be subject to such procedures as may be directed by the Management.
- f. If visitor parking bays are available, the guard may issue a visitor parking pass (or any other control method) for the Invitee to enter and/or display on their dashboard when parking at the visitor's carpark.
- g. Visitor's car park bays are strictly for registered Invitees only. Owner(s) are not allowed to park at the designated visitor car park bays. Not more than two (2) vehicles of the Invitee(s) are allowed into VILUXE for more than twenty-four (24) hours or overnight at any one time for each Parcel, unless with prior written approval from the Management or in other such manner as directed by the Management.

## 8.4. DELIVERIES

Owner(s) and/or Resident(s) are requested to inform the security guard at the guard house of any arrangement for deliveries. All delivery personnel shall also register and obtain security passes from the guard house or in other such manner as directed by the Management.

## 9. COMMON FACILITIES

### 9.1. USAGE OF COMMON FACILITIES

The Owner(s) shall in addition observe and comply with the following:-

- a. Forthwith upon the said Parcel being let out, the Owner's entitlement to the use of the Common Facilities is automatically transferred to the Owner's Tenant(s) and the Owner(s) is no longer entitled to use the Common Facilities notwithstanding that the Owner(s) is the lawful owner of the said Parcel and it shall be lawful for the Management to refuse or prohibit the Owner(s) from using the Common Facilities. The Owner(s) hereby undertakes that the Invitee(s) shall comply with and observe the use of the said Common Facilities in accordance with the House Rules and Regulations as stated herein and all conditions and restrictions on the use of the Common Facilities;
- b. The use of the Common Facilities (where applicable) by Invitee(s) shall be restricted to weekdays only (excluding public holidays). The hours permissible to the Invitee's usage of the facilities shall be limited to off peak hours from 9.00 a.m. - 5.00 p.m. or as revised by the Management from time to time and the Management reserves the right to impose charges for usage of the Common Facilities;
- c. The Management may require the Owner(s) and/or Resident(s) using any of the Common Facilities to identify himself if necessary;
- d. The Owner(s) and/or Resident(s) shall accompany his Invitee(s) when using the Common Facilities. Unless otherwise stated, the Owner(s) and/or Resident(s) is not permitted to bring in more than three (3) Invitees per Parcel at any one time for the use of the Common Facilities;
- e. The Owner(s) and/or Resident(s) concerned shall be held responsible for any damage caused by his Invitee(s) or himself. Any damage caused by previous user(s) of the Common Facilities should be reported to the Management immediately before the commencement of use of the Common Facilities;
- f. If the deposit paid is not sufficient to cover the costs and expenses incurred or payable by the Management to repair any damage caused to its surrounding area, the Resident(s) shall pay such additional amount as required by the Management (where applicable).



- g. The Management shall not be liable for any injury or death, loss, theft or damage to any personal property arising from the carelessness, omission or negligence on the part of the person(s) concerned or third parties arising from failure to follow the rules and regulations or for any other reason whatsoever;
- h. The Owner(s) and/or Resident(s) hereby agrees to abide by the rules and regulations for use of the Common Facilities and any reasonable payments payable thereto for the use of such facilities; and
- i. The Owner(s) and/or Resident(s) if found in breach of any rules and regulations may be asked to leave the facility premises by the Management or anyone under the order of the Management.
- j. The Owner(s) and/or Resident(s) shall collectively be responsible for the care, proper use, and maintenance of the Common Facilities.

The rules and regulations applying to the use of the Common Facilities are subject to change by the Management at its absolute discretion from time to time as it deems necessary without prior notice.

## 9.2. GENERAL RULES AND REGULATIONS

The following general rules and regulations are applicable to all Common Facilities as stated below:-

- a. The employees of the Owner(s) and/or Resident(s) are not permitted to use the Common Facilities;
- b. Children aged twelve (12) years and below should not use any of the recreational facilities unless accompanied by their parent(s) or a supervisory adult, who shall be responsible for their safety and conduct;
- c. Except for those games and activities for which it is intended for, no other games or activities such as ball games, roller skating/blading, skateboarding and horseplay of any sort will be allowed in or near the recreation facilities;
- d. Smoking is strictly prohibited in and around the Common Facilities and their surrounding areas;

- e. No littering and spitting, repugnant behaviour is allowed and all litter must be disposed in designated refuse bins;
- f. The Owner(s) and/or Resident(s) shall at all times observe and comply with all instructions, warnings, signboards and all signs and notices put in or about the Common Property by the Management;
- g. Use of any outdoor facilities during a thunderstorm is strictly prohibited;
- h. All costs incurred in rectifying any damage shall be borne by the resident. If the parts cannot be repaired, replacement costs will be imposed;
- i. The Owner(s) and/or Resident(s) must ensure that the venue is left in a clean condition after use. All costs incurred in cleaning the cleaning the area shall be borne by the Resident concerned;
- j. The Management will not take any responsibility for any accident or accidental bodily injury, loss or damage to personal property or any other losses or damages that may be suffered or incurred, during the use of any of the following Common Facilities; and
- k. Operations of any Common Facilities are subject to change by the Management at their discretion, if required.

### 9.3. SURAU

- a. The Surau will be opened from 5.00 a.m. to 10.00 p.m. daily.
- b. No sleeping, smoking, eating, drinking and/or bringing of food and/or drinks are permissible in the surau.
- c. Portable music players are not allowed in the surau.
- d. Shoes are not allowed in the surau.
- e. Photography/video is not allowed inside the surau.
- f. All lights and fans must be switched off by the last person using surau.
- g. The Management shall not be liable for any mishaps, injuries, losses or damage of property sustained by the Residents or Guests when using the surau.



## 9.4. RECYCLING ROOM

- a. Owner(s) and/or Resident(s) shall endeavour to reduce waste size by searching for alternative methods of disposal;
- b. Owner(s) and/or Residents(s) shall not place plastic bags, film plastic, or foam food containers in your recycling cart and/or green waste cart.
- c. Owner(s) and/or Resident(s) shall not overload carts. Maximum weights can be found on the cart lids.
- d. Owner(s) and/or Resident(s) shall not place hazardous waste, sharp items, and construction materials in your residential carts.

## 9.5. CENTRAL PARK AND STREAM AUTOMATED WASTE COLLECTION SYSTEM

For the purpose of enhancing the value or use or living condition of the Overall Development, the following facilities serve as Direct and Indirect Infrastructure:-

- a. The Central Park with designed landscaping and facilities for rest and recreation with the supporting amenities within the Overall Development (“Central Park”); and
- b. Stream Automated Waste Collection System which is an advanced and effective waste management/disposal system that is more environmentally sound and friendly for purpose of managing the waste/refuse disposal of the whole Overall Development (“Stream Automated Waste Collection System”).

## 10. MOVING IN AND OUT

Any Owner(s) and/or Resident(s) moving out of or intending to move into a Parcel shall inform the Management at least three (3) days in advance of such moving. Owner(s) and/or Resident(s) shall abide by the hours specified and any other conditions as prescribed by the Management.

For moving of bulky and heavy items, Owner(s) and/or Resident(s) shall:-

- a. Give reasonable notice to the Management prior to moving of such heavy items or any moving involving professional movers;
- b. Pay a refundable deposit of Ringgit Malaysia One Thousand (RM1,000.00) (Move-In/Out Deposit). Should any part of the Building or Common Property while moving be damaged, the sum shall be deducted from the deposit;
- c. Not damage or deface any part of the Development or Common Property while moving and will repair and make good or reimburse the Management the cost of making good such damage or defacement if the deposit is not sufficient;
- d. If any Owner(s) and/or Resident(s) is moving in after Renovation is complete, they are not required to pay the Move-In Deposit and the Renovation Deposit paid to the Management shall be refunded after all moving is completed; and
- e. Any bulk deliveries or moving in or out should be carried out during the following hours:-
  - Monday to Friday : 9.00 a.m. – 5.00 p.m.
  - Saturdays : 9.00 a.m. – 1.00 p.m.

Resident(s) are encouraged not to move in or out during weekends and public holidays.

The Management reserves the right to reschedule any moving in that may occur within the same time slot.



## 11. ALTERATIONS AND MODIFICATIONS

Owner(s) and/or Resident(s) are not permitted to alter, modify and renovate the Parcel and/or any part of the said Building without written consent from the Appropriate Authorities, and the Management. Such works include but shall not be limited to:-

- a. changes of the exterior which will affect the façade of the Building which include the colour scheme, and any other fixtures. The fixing of iron grilles shall follow the designs approved by the Management;
- b. structural and material alterations;
- c. installation of any air-conditioning units and high voltage electrical equipment; and/or
- d. installation of burglar alarms. This requires a contact number to be furnished to the Management in case of emergency.

Any alterations, modifications and renovation works to be carried out to the Parcel and the Building are subject to the rules and regulations contained in the Renovation Guidelines and Procedures.

## 12. RENOVATION GUIDELINES AND PROCEDURES

### A. PREAMBLE

- i. The Owner(s) may at his own cost and expense appoint or engage any contractor, consultant, architect, engineer, professional, suppliers, agents, workmen, delivery men, installers and/or such other persons (hereinafter called “Contractor” and which expression shall include the staffs, servants, employees, representatives and agents and the successors-in-title of the Contractor) as shall be approved by the Management to carry out and perform any works in, on, about or to the said Parcel or any part thereof including without limitation to any construction, enlargement, extension, development, improvement, demolition, removal, alteration, addition, renovation, repair or maintenance (hereinafter referred to as “Renovation”) provided that the same shall be done subject to the House Rules and Regulations herein stated.

- ii. Notwithstanding the rules and regulations stated herein, the Management shall be entitled to, from time to time as it shall deem fit or necessary, amend, supplement or incorporate such additional rules and regulations to regulate the Renovation for purpose of promoting harmonious living, avoiding any annoyance and/or nuisance, preserving the integrity and image of the Building, and generally for the benefit of all the occupants of the Building.

## **B. RENOVATION**

### **i. Statutory Requirements**

- a. The Owner(s) shall, prior to the commencement of any Renovation works and before he submits the application to the Management for its approval to the Renovation, obtain all necessary written consents, approvals and/or permits, if necessary, from the Appropriate Authorities for the Renovation.
- b. The Owner(s) shall comply with all written laws, regulations, orders, rules and by-laws and with all directives and requirements of the Appropriate Authorities relating or applicable to the Renovation and shall ensure that the Renovation is carried out in accordance with the approvals granted by the Appropriate Authorities and/or the Management.
- c. In order to carry out any renovation work, it is mandatory that the particular Parcel has access to both water and electricity supply. It is strictly prohibited for Residents/Occupant(s) to use the common electrical and water supply or other Parcel's electrical and water supply for their personal use during the renovation process.

### **ii. Renovation Application**

- a. The Owner(s) shall after having obtained the approval from the Appropriate Authorities for the Renovation (if applicable) apply and obtain the Management's approval for the Renovation at least seven (7) working days prior to the commencement of any Renovation work.
- b. The application shall be made by completing the form as provided by the Management or in such manner as may be prescribed by the Management from time to time and shall be accompanied by such documents and plans showing, amongst others, the following:-



- Proposed storage space and location of the Renovation equipment, facilities, materials, items or things in or on any part of the Building, including any part of the Common Property or outside the said Parcel;
  - The estimated duration of the Renovation, the date and time of commencement and completion;
  - The list of works on the Renovation;
  - The Renovation work schedule or programme; and
  - The number and particulars of workers, staff, employees or persons involved in the Renovation and the vehicles who and which will be entering the said Building for the Renovation.
- c. The Management reserves the right to refuse approval for renovation or to grant conditional approval in order to maintain, among other things, the general amenities, uniformity, and standards of the said parcel within the building. The owner(s) shall at all times comply with the Management's standard design, color, and position for the installation of iron grilles and awnings. Furthermore, they shall not be allowed to alter the external facade, including the balcony wall and color scheme of the said parcel or the building itself
- d. After the Management having granted the approval for the Renovation, any amendments or alterations thereto in any manner must be notified to the Management in writing and be approved by the Appropriate Authorities and the Management before any of such amendments or alterations can be made.

### iii. Renovation Period

The Renovation shall be completed within ninety (90) days from the date of the notice of the Management approving the Renovation (hereinafter referred to as "Renovation Period"). In the event that the Owner(s) requires any extension of time, the Owner(s) shall apply and obtain the Management's approval at least seven (7) working days prior to the expiry of the Renovation Period. The Management may grant the extension of time subject to such payment or conditions as the Management shall deem fit and necessary or may refuse to grant the extension of time at its sole and absolute discretion and the Management shall not in any manner whatsoever be liable to the Owner(s) for any loss or claim resulting from the said refusal.

**iv. Working Hours**

- a. Any Renovation shall be done within the Renovation Period and the following hours or at such other period as may be determined by the Management from time to time:-
  - Monday to Friday : 9.00 a.m. – 5.00 p.m.
  - Saturdays : 9.00 a.m. – 1.00 p.m.
- b. No Renovation shall be carried out on Sundays or public holidays observed by the State of Penang or during such time other than as stipulated in sub-clause (a) above unless otherwise prescribed or approved by the Management.
- c. No Contractor is allowed to stay overnight whether inside or outside the said Parcel or on any part of the said Building and all contractors shall leave the said Parcel and the said Building immediately after the time prescribed in sub-clause (a) above.

**v. Renovation Deposit**

- a. Before the commencement of any Renovation works, the Owner(s) shall pay to the Management a sum of RM3,000.00, as the case may be, as deposit or such other sum as shall be determined by the Management from time to time at its absolute discretion as security for his due observance, performance and compliance with his obligations in respect of the Renovation (hereinafter referred to as “Renovation Deposit”).
- b. In the event that the Owner(s) requires any extension of time in excess of the Renovation Period, the Owner(s) shall pay a further sum calculated at the rate of ten per centum (10%) of the Renovation Deposit for every extended one (1) month or part thereof and the further sum so paid shall form part of the Renovation Deposit and be dealt with in accordance with the provision herein.
- c. The Management shall have the absolute liberty to utilise the whole or such part of the Renovation Deposit towards remedying any breach by the Owner(s) and/or the Contractor of the House Rules and Regulations herein provided always that if the Renovation Deposit shall not be sufficient to pay for the costs and expenses incurred or expended or payable by the Management as aforesaid, the Owner(s) shall immediately on demand by the Management pay to the Management such additional amount as may be required by the



Management to fully and effectually remedy such breach as aforesaid. Such amount shall be deemed to be due from the Owner(s) to the Management on the date of demand thereof by the Management.

- d. Subject to the right of set-off or deduction of the Management as stated herein, the Renovation Deposit or the balance thereof (if any) will be refunded free of any interest to the Owner(s) within 6 months after the Management is satisfied that all rules and regulations herein have been duly complied with and that all rectification works as stipulated by the Management, if any, have been duly attended to and completed by the Owner(s) provided that if any approval is required from the Appropriate Authorities to prove due completion of the Renovation, then the Owner(s) shall obtain such approval and produce the evidence of such approval to the Management before any refund can be made.
- e. For avoidance of doubt, the Owner(s) hereby agrees that the mere acceptance or receipt of the Renovation Deposit by the Management shall not in any way operate as a waiver of the Owner's obligations to comply and fulfil all the rules and regulations herein contained.

**vi. Renovation Covenants**

- a. The Renovation shall strictly be confined and limited to the said Parcel.
- b. The Owner(s) shall not do or permit or suffer to be done anything inside or outside the said Parcel which may affect the structural framework of the said Parcel and/or the Building or the overall safety of the said Parcel, the other Parcels or the Building.
- c. The Owner(s) shall duly and promptly pay and discharge all Charges and other monies due and payable to the Management prior to the commencement of the Renovation work and during the Renovation Period failing which the Management may refuse to permit the Renovation work to be carried out or may stop the work until all Charges other monies due and payable to the Management have been duly and fully paid. The Management shall not in any manner whatsoever be liable to the Owner(s) for any loss or claim resulting from the issuance of a stop work order.
- d. The Owner(s) shall forthwith demolish or remove any unauthorised alterations, additions or extensions at his own costs and expenses upon notice from the Management to do so.

- e. The Owner(s) shall at his own cost and expense cause procure and ensure that the Contractor shall, if required, clarify any issues raised by the Management and provide all details such as insurance or any other items as may be requested by the Management at any time or from time to time and that the Contractor shall not, in any manner:-
- Damage, or cause any damage including without limitation any leakage or seepage or stain to, any part of the Building including without limitation any other parcels adjoining, adjacent, below and above the said Parcel or the Common Property or the Building;
  - Hack or remove any masonry works in respect of brick walls, floor tiles, structural wall and slabs, columns and beams in, on or about the Common Property, the Building or the said Parcel unless the prior consent of the Management and Appropriate Authorities [if applicable] have been obtained;
  - Carry out or execute any and complete all works for or relating to such Renovations, and/or alterations works within the times and on such days as the Management may stipulate; and/or
  - Cause any inconvenience to any of the Other Owner(s) and their Invitee(s).

**vii. Developer Liability**

- a. It is hereby expressly agreed that the Developer shall not be liable or responsible in any manner whatsoever in respect of any defects, shrinkage or other faults in the said Parcel or the Common Property notwithstanding that the same becomes apparent within the defect liability period as stated in the sale and purchase agreement if such defects, shrinkage or other faults are due to or arising from or in any way caused by any Renovation work done to the said Parcel.
- b. Where the Renovation involves the alteration or removal of any floor slabs of areas with water proofing, the same shall be done by a Contractor as approved by the Management and notwithstanding such approval, the Owner(s) expressly agrees that the Developer shall be discharged from any and all liability to rectify any leakage or seepage arising from such works notwithstanding that the same happened within the defect liability period as stated in the sale and purchase agreement. Any costs and expenses arising from any works to rectify or prevent any damage caused by such leakage or seepage either to the said Parcel or to any other Parcels adjoining, adjacent,



below and above the said Parcel or the Common Property or the Building shall be borne by Owner(s) solely.

**viii. No Intrusion**

The Owner(s) shall ensure that the Renovation work will not overshadow or result in loss of privacy or cause any visual or audible intrusion or in any other manner whatsoever impact or affect any other Parcels or any areas outside the said Parcel or any part of the Building or the original design of the Building.

**ix. Damage**

- a. All Renovation works shall be carried out and performed with utmost care and caution and no damage, loss or injury shall be caused or permitted to be caused to any part of the Other Parcels, the Common Property and/or the Building or to any person or property.
- b. In the event of any damage, including but not limited to leakage, seepage, or staining, occurring to any part of the Building, or other parcels adjacent to the said Parcel, or the Common Property or VILUXE, including roads, access points, driveways, footpaths, pavements, curbs, streets, plants, landscaping, and facilities, as a result of the act or omissions of the Owner(s) or the Contractor, the Owner(s) shall forthwith restore, reinstate and rectify the affected areas at their own costs and expense.

**x. Security Check**

The Management reserves the right to subject the Contractor to security check at any time and from time to time, and the Management may refuse entry of any person for the Renovation if the Management is doubtful of the identity or the authority or the purpose of such person and the Management shall not in any manner whatsoever be liable to any person(s) whomsoever for any loss or claim resulting from the said denial of entry.

**xi. Identification Passes**

All Contractors shall register themselves with the security personnel at the guard house or at such designated place before entering the said Building for the Renovation work and shall obtain and wear the daily pass as provided at all times while carrying out the Renovation work. The daily pass shall be returned to the guard house or to such designated place at the end of each working day. The security personnel have the right to question any person without a daily pass and may disallow entry of such person and the Management shall not in any manner whatsoever be liable to any person whomsoever for any loss or claim resulting from the said denial of entry.

**xii. Parking and Movement of Vehicles**

- a. All vehicles belonging to the Contractor shall be parked at such place or location as designated or specified by the Management subject to the rules, directions and/or regulations as may be stipulated by the Management from time to time.
- b. All materials for the Renovation shall be loaded and unloaded at such place or location as designated or specified by the Management and in accordance with the rules, directions and/or regulations as shall be imposed by the Management from time to time.
- c. The Owner(s) shall ensure that the vehicles used for or in relation to the Renovation shall not damage the roads, access, pavements or driveways of the Buildings.

**xiii. Water and Electricity**

The Owner(s) and the Contractor(s) shall not use or tap into the water supply and/or the electricity supply from any part of the Common Property or the said Building. There shall be a fine of RM200.00 for such offences and such Owner(s) or Contractor(s) will be charged for the water or electric consumption and other related expenses incurred by the Developer or Management as a result of such unauthorised tapping of the water or electricity supply.



**xiv. Packing/Crating Materials**

- a. Packing and crating materials shall be properly removed, cleared and disposed of by the Owner(s) and/or Resident(s) and the Contractor.
- b. All rubbish, debris, surplus, dirt and any unwanted materials shall not be left in any part of the Common Property or the said Building and shall be properly removed, cleared and disposed of daily to the designated rubbish or dumping sites as provided by the Appropriate Authorities or as specified by the Management. Upon completion of all Renovation works, the Owner(s) shall at his own cost and expense ensure and be responsible to remove, clear and dispose of from the said Parcel and any part of the Common Property or the said Building all rubbish, debris, surplus, dirt and any unwanted materials and leave the place in a clean and tidy condition to the satisfaction of the Management.
- c. The Owner(s) shall at his own cost and expense properly dispose of or remove any unwanted furniture or bulky items.
- d. The renovation waste bin must be placed on the unit's car porch.
- e. Any flammable items, wet cement, Renovation debris or adhesive materials shall not be thrown into the refuse centre. In the event any such items are found and are related to the Renovation, the Owner(s) shall be liable for the cost of replacement or repairing any damage caused to the refuse centre or to any part of the Common Property.

**xv. Protective Cover**

The Owner(s) shall ensure that the Contractor uses adequate protective cover for the floor surfaces leading to the said Parcel from the Common Property so as not to damage the floor surface or such part of the Common Property.

**xvi. Storage**

The Contractor shall not store or keep any building materials and/or construction equipment in, on or about the Common Property, the Building or the land, except inside and within the said Parcel or erect any worker's quarters or store in, on or about the Common Property, the Building or the land or obstruct any part of the Building, the Common Property or the land.

**xvii. Conduct and Behaviour of Contractor**

- a. The Owner(s) shall be fully responsible for the conduct, behaviour and discipline of the Contractor. Any such persons behaving in a manner unacceptable to the Management or the security guard may be refused entry and the Management shall not in any manner whatsoever be liable to any person whomsoever for any loss or claim resulting from the said denial of entry.
- b. The Owner(s) shall ensure that the Contractor abides by and complies with all the provisions herein.

**xviii. Inspection**

The Owner(s) shall permit the Management and its agent, representatives and staffs to enter upon the said Parcel at all reasonable times including during the Renovation hours stated in Clause B (iv) (a) to inspect the same and to ascertain whether or not the conditions set out herein have been duly observed and performed by the Contractor and the Owner(s).

**xix. Work Stoppage**

The Management reserves the right to stop any Renovation work immediately or order the Contractor to stop work and leave at any time in the event the Management shall in its absolute discretion decide that the safety of any person or property is at risk of any nature whatsoever or the Renovation is not carried out in compliance with the approvals or in accordance with the rules and regulation herein and the Management shall not in any manner whatsoever be liable to the Owner(s) or to any person whomsoever for any loss or claim resulting therefrom.

**xx. Electrical and Plumbing Installations**

- a. The Owner(s) shall not without the prior written consent of the Management, install any wiring or other device for electrical or plumbing installations, machines or other equipment, appliances or appurtenances on the exterior of the said Parcel, the other Parcels, the Building or any part thereof which protrude any walls doors windows or roof.



- b. The Owner(s) shall not shift or add any additional electrical power points or plumbing outlets which will overload or cause damage to the power supply or to any existing electrical installation or reduce or increase water supply or disrupt the water or electricity supply in or to the said Building.
- c. Any installation of electrical power points shall conform to good electrical engineering practice and can only be carried out after obtaining a written approval from Tenaga Nasional Berhad.
- d. All air conditioning units shall be installed at the specific and approved places or designated air conditioning ledges. The condensed water from the air conditioning units shall be drained into the proper water outlet of the said Parcel.

**xxi. Peaceful Renovation**

The Renovation works shall not be carried out in such a manner that may be or becomes a nuisance or may cause annoyance or damage to or may in any way interfere with the quiet occupation and comfort of the Other Owner(s).

**xxii. Indemnity**

- a. The Owner(s) undertakes to compensate, indemnify and keep the Management fully compensated and indemnified against all claims, demands, actions, proceedings, costs, damages, losses, fines, penalties and charges whatsoever and howsoever arising from the Owner's or the Contractor's breach or non-observance of any provisions herein.
- b. In addition to the indemnity provided above, the Management may request the Owner(s) to execute and deliver a separate letter of indemnity in favour of the Management to indemnify the Management against all claims demands proceedings damage costs charges and expenses whatsoever arising out of or in relation to any act or omission committed by the Owner(s) or the Contractor. The Management may also request a similar letter of indemnity from each and every Contractor before allowing the commencement of any Renovation work.

## 13. OVERALL DEVELOPMENT

The Owner hereby expressly acknowledges and agrees that by reason of the said Parcel located or to be located within the said Building which forms part of the VILUXE and/or the Overall Development, construction and other works shall continue to be carried out on, at and to the Overall Development. The Developer shall not be responsible for any interruption, impediment or disruption to the Owner's use or occupation of the said Parcel and the Owner shall not be entitled to claim for any compensation or to bring any cause of action whatsoever.

### 13.1. COMMON RIGHTS

- a. Subject to restrictions as contained in the Deed of Mutual Covenants between the Owner and the Developer together with the rights and liberties for the Owner, his personal representatives, successors-in-title, permitted assigns and Invitees in common with the Developer and the Other Owners having the common rights and liberties (subject always to such restrictions of use which the Developer may from time to time deem fit to impose)
- to use with or without vehicles of every description at all times and for all purposes whatsoever connected with the use and enjoyment of their respective property to pass and re-pass along, over and upon all the Common Property and all roads serving the Project; and
  - to make all necessary connections and thereafter to use in a proper manner the drains, pipes, cables and wires laid or constructed by the Developer on or over or under the said Parcel or the Project for the purpose of supply of water, electricity and other services and amenities to and from the said Parcel,

RESERVING NEVERTHELESS to the Developer and all others whom the Developer may grant or has already granted the same or similar rights the right to construct lay and/or repair and thereafter maintain and use any drains, pipes, cables or wires on over and under the land and the Buildings which the Developer considers necessary for the purpose of serving other properties erected or to be erected on the Overall Development and to make all necessary connections thereto AND to the Developer the right to grant to any person the exclusive use or possession of any infrastructure or amenities or any part thereof upon such terms and conditions as the Developer may deem fit.



## 14. ADDITIONAL EASEMENT

The following easements are hereby created in addition to any easements created under the National Land Code and Strata Titles Act namely:

### 14.1. SUPPORT

The said Parcel and all other parcels shall have an easement of support and necessity each and shall be subject to an easement of support and necessity in favour of all other parcels in the Building comprising the said Parcel and the Common Property in VILUXE or such part thereof.

### 14.2. UTILITY SERVICES

Easements are reserved under, through and over the Building comprising the said Parcel and the Common Property as may be required for utility services, sewers and drainage in serving the Building thereof and VILUXE or such part thereof. The Owner shall not do anything within or outside the said Parcel that interferes with or impairs the utility services, sewer services and piping and drains serving the said Parcel and the Building in VILUXE or such part thereof. The Management or its appointed agents and/or servants shall have a right of access to each parcel to inspect, maintain, repair or replace the pipes, wires, cables, drains and other utility services/facilities running through the said Parcel and to remove any improvements interfering with or impairing the utility services or easements herein reserved notwithstanding that the exercise of such right of access may cause inconvenience and/or interrupt (of which the Owner shall have no claims whatsoever and howsoever against the Management) the Owner's peaceful use and enjoyment of the said Parcel and except in the event of an emergency, entry shall be made on not less than one (1) days' notice in writing.

### 14.3. ENCROACHMENTS

- a. If any portion of the Common Property encroaches upon any parcel; or
- b. If any parcel encroaches upon any other parcels or upon any portion of the Common Property; or
- c. If any encroachment shall hereinafter occur as a result of:-

- the construction by the Management of the Building;
- any alterations or repair to the Common Property made by the Developer for the purpose of the Project and/or the Overall Development;
- any repair or restoration of any parcel damaged by fire or otherwise or any improvements effected to any parcel or the Common Property or any portion thereof by the Management, then in any such events a valid easement shall be deemed to have been created in favour of the Management for such encroachment and for the maintenance of the same.

#### **14.4. INGRESS AND EGRESS**

An easement in favour of the Owner and the Other Owners and their Invitees shall exist for pedestrian traffic over, through and across sidewalks, paths walks and other portions of the Common Property and/or any linkages between VILUXE and the Overall Development as may from time to time and at any time hereafter be intended and designated for such purposes and use, and for vehicle and pedestrian traffic over, through and across such portions of the Common Property and/or any linkages between VILUXE and the Overall Development as may from time to time and at any time hereafter be paved and intended for such purposes.

#### **14.5. CONSTRUCTION AND MAINTENANCE**

The Management including its servants and agents shall have the right at its sole discretion from time to time and at any time to enter upon the Common Property for the purposes of carrying out repair, replacement and maintenance works notwithstanding that the same may prevent or interrupt/interfere with the use or enjoyment by the Owner of the Common Property.

#### **14.6. MANAGEMENT'S RESERVATION OF RIGHTS**

- a. The Management hereby expressly reserves the easements, licenses, rights and privileges of a right of way in, through, over, under or across the Common Property for the purpose of completing the construction of the Building and/or VILUXE and the infrastructures and facilities in respect thereof as provided in the sale and purchase agreement and towards this end, reserve the right to grant and reserve easements and right of way in, through, under, over and across the Common Property for the installation, maintenance and



inspection of lines and appurtenances for public or private, water, electricity, sewers, drainage, telecommunications or fibre optics telecommunications and other utilities and for any other services necessary for the completion of such work for VILUXE. The Management also reserves the right to connect with and make use of the utility lines, pipes, conduits, ducts, sewer and drainage lines and which may from time to time be in or along the street and roads or other areas of the Common Property.

- b. The Management reserves the right to establish, grant and create easements for any additional underground electric, transformer, amplifier, gas, telephone, telecommunications or fibre optics cables, water, sewers, storm drainage pipes or other utility lines and appurtenances in under over or through the said Land, to relocate any existing utility, sewer and drainage easements in any portion of the said Building and/or the Common Property and VILUXE and to assign or transfer any or all of the aforesaid easements to such corporation or utility company if the Management shall deem it necessary or desirable for the proper operation and maintenance of or in connection with the development of VILUXE or any portion thereof or for the general health and welfare of all the Owners PROVIDED THAT such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of any parcel. Any utility company or corporation whether public or private providing services to the Building, the Common Property and/or VILUXE and its employees and agents shall have the right of access to the Common Property in furtherance of such easements and purpose.

## 15. MANAGEMENT

- 15.1.** The Management shall take every reasonable precaution to ensure that the Common Property and the Common Facilities are properly maintained, the Owner(s) and/or Resident(s) and the Invitee(s) shall use the Common Property and/or the Common Facilities and/or such area at their own risk. The Management, its agents, servants and employees shall not be responsible or liable under any circumstances whatsoever for any loss, damage, injury to or death of any person/ property incurred and/or sustained by the users, in connection with the use of the Common Property, the Common Facilities and/or any part thereof.
- 15.2.** The Owner(s) and/or Residents(s) shall indemnify and keep the Management fully indemnified against all actions, proceedings, claims, costs, expenses and demands arising from death or injury to person and/or damage or loss to property of others caused by the Owner(s) himself or his Tenant(s) or the Resident(s) or his Invitee(s) or his Guest(s) while in the use or enjoyment of the said Parcel or the Common Property or the Common Facilities or any part of.
- 15.3.** While the Management will endeavour to attend to any complaints by the Owner(s)/ Resident(s) and to extend all help deemed necessary, the Management shall not be obliged to take any further action where it deems such complaints are unreasonable, frivolous and vexatious and/or without merits.
- 15.4.** If the prior written consent of the Management is required pursuant to any of the provisions herein, the Management may grant or refuse to grant the same at its absolute discretion without assigning any reason thereof and the consent if granted may be subject to any conditions as the Management shall deem fit.
- 15.5.** Where the Management or its agents performs any repairs, works or acts that is authorised or deemed necessary at its absolute discretion, but the repairs, works or acts were wholly or substantially the liability or responsibility or for the benefit of the Parcel(s), any monies expended by the Management in performing such repairs, works or acts shall be borne by the relevant Owner(s) and/or Resident(s) and shall be paid to the Management within seven (7) days from the date of the written request/notice for payment thereof and such monies shall be deemed as a debt due on the expiry of the said seven (7) days' period and forthwith recoverable by action in any court of



competent jurisdiction from the Owner(s) and/or Resident(s) including legal costs on a full indemnity basis.

**15.6.** The Management shall be entitled from time to time and at any time to make, impose or stipulate such rules and regulations (including restrictions) relating to the said Parcel, the Building, the Common Property and/or Common Facilities, and to make, impose or stipulate such amendments and variations thereto as the Management deems fit at its absolute discretion. All rules and regulations as made, varied, amended or modified shall be construed as an integral part of this House Rules and Regulations and binding on the Owner(s) and/or Resident(s).

**15.7.** The Management shall be entitled to impose penalties and fines and charges for the following items and the Management reserves its rights to amend and change from time to time the rates as they see fit and the Management reserves its rights to amend and change from time to time the rates as they see fit:-

Vehicle wheel clamp	Penalty	:	RM	100.00
Loss of Visitor Pass and/or Contractor Pass	Penalty	:	RM	50.00
Resident Access Card	Purchase	:	RM	50.00
	Replacement	:	RM	50.00
Renovation Works	Refundable Deposit	:	RM	3,000.00
Move-In/Out Deposit	Refundable Deposit	:	RM	1,000.00
Illegal Tapping	Penalty	:	RM	200.00
Event Deposit Set Up	Refundable Deposit	:	RM	300.00
Breach of any by-laws or any additional by-laws	Penalty	:	RM	200.00
Visitor Overnight Parking	Charge	:	RM	10.00 per night

# ANNEXURE A

## THIRD SCHEDULE

### STRATA MANAGEMENT ACT 2013

### STRATA MANAGEMENT (MAINTENANCE AND MANAGEMENT) REGULATIONS 2015

#### (Regulations 5 and 28) BY-LAWS

## PART 1 : PRELIMINARY

### 1. APPLICATION

- (1) The by-laws set out in this Third Schedule and any additional by-laws made under the Strata Management Act 2013 (“the Act”) shall bind the developer, the joint management body, the management corporation or the subsidiary management corporation, as the case may be, and the Owner, parcel owners or proprietors, and any chargee or assignee, lessee, tenant or occupier of a parcel to the same extent as if the by-laws or the additional by-laws have been signed or sealed by each of the person or body mentioned above and contain mutual covenants to observe, comply and perform all the provisions of the by-laws or additional bylaws.
- (2) These by-laws shall apply to any development area:-
  - a. During the management by the developer before to joint management body is established, under Chapter 2 of Part IV of the Act;
  - b. During the management by the joint management body, under Chapter 3 of Part IV of the Act;
  - c. During the management by the developer before the first annual general meeting of the management corporation, under Chapter 2 of Part V of the Act;
  - d. During the management by the management corporation after first annual general meeting of the management corporation under Chapter 3 of Part V of the Act; and



- e. During the management by the subsidiary management corporation after it has been established in respect of the limited common property under Chapter 4 of Part V of the Act.

## 2. INTERPRETATION

- (1) For the purpose of giving effect to subparagraph 1(2) of these by-laws:-
  - a. A reference to the “management corporation” shall be construed as a reference to the developer (during the developer’s management period and during the preliminary management period), joint management body or the subsidiary management corporation, as the case may be;
  - b. A reference to the “management committee” shall be construed as a reference to the joint management committee or subsidiary management committee;
  - c. A reference to the “proprietor” shall be construed as a reference to the Owner or parcel owner; and
  - d. A reference to “share units” shall be construed as a reference to the allocated share units.
- (2) In these by-laws or any additional by-laws made under the Act, “building” means Building if more than one, and includes part of a building.
- (3) Any reference to a Owner, parcel owner or proprietor shall include his family or any chargee, assignee, lessee, tenant, occupier or invitee of his parcel.

## PART 2 : THE MANAGEMENT CORPORATION

### 3. FUNCTIONS OF THE MANAGEMENT CORPORATION

The Management corporation shall:-

- (1) maintain in a state of good and serviceable repair, and, where necessary, renew or upgrade the fixtures and fittings, lifts, installations, equipment, devices and appliances existing in the development area and used or capable of being used or enjoyed by occupiers of two or more parcels;
- (2) maintain, repair and, where necessary, renew or upgrade sewers, pipes, wires, cables and ducts existing in the development area and used or capable of being used in connection with the enjoyment of more than one parcel or the common property;
- (3) where applicable, establish and maintain suitable lawns and gardens on the common property;
- (4) where applicable, manage, maintain and secure suitable operators for any of the common utilities, amenities and services in the common property, such as launderette, conveniences store, cafeteria, nursery and others, to reasonable standards of safety and health for the convenience, comfort and enjoyment of the proprietors and occupiers;
- (5) renew and upgrade common property where necessary for the purpose of retaining and adding the market value of parcels in the development area;
- (6) on the written request of a proprietor of a parcel and on payment of a fee which shall not exceed fifty ringgit, furnish to be proprietor, or to a person in authorised in writing by the proprietor, the copies of all policies of insurance effected under the Act or effected against such other risks as directed by the proprietors by a special resolution, together with the copies of the receipts for the last premiums paid in respect of the policies;



- (7) set up, manage and maintain proper procurement procedures and tender process in a fair and transparent manner for all purchases, acquisitions or awards of contracts in connection with the management and maintenance of the common property;
- (8) set up, manage and maintain a good credit control system in the collection of maintenance charges and contribution to the sinking fund and any other charges lawfully imposed by the management corporation;
- (9) administer and enforce the by-laws and any additional by-laws made under the Act; and
- (10) without delay enter in the strata roll any change or dealing notified to it by any proprietor.

#### **4. COMMON PROPERTY FOR COMMON BENEFIT**

The management corporation shall control, manage and administer the common property for the benefit of all the proprietors provided that the management corporation may, by written agreement with a particular proprietor, grant him for a defined period of time, the exclusive use and enjoyment of part of the common property or special privileges in respect of the common property or part of it subject to appropriate terms and conditions to be stipulated by the management corporation.

#### **5. PROVISION OF AMENITIES OR SERVICES**

The management corporation may make an agreement with a particular proprietor for the provision of amenities or services by the management corporation to or in respect of his parcel.

## 6. DEFAULTERS

- (1) For the purpose of these by-laws:-
  - a. a defaulter is a proprietor who has not fully paid the Charges or contribution to the sinking fund in respect of his parcel or any other money imposed by or due and payable to the management corporation under the Act at the expiry of the period of fourteen days of receiving a notice from the management corporation; and
  - b. any restriction or action imposed against a defaulter shall include his family or any chargee, assignee, successor-in-title, lessee, tenant or occupier of his parcel.
- (2) If any sum remains unpaid by the proprietor at the expiry of the period of fourteen days specified in subparagraph 6(1)(a) of these by-laws, the proprietor shall pay interest at the rate of ten per cent per annum on a daily basis or at such rate as shall be determined by the management corporation at the general meeting, until the date of actual payment of the sum due.
- (3) The management corporation may prepare a defaulters' list showing the names of the defaulting proprietors, their respective parcels and the amount of the sum that remains unpaid, and may display the list defaulters' names on the notice boards in the building provided that such list shall be updated by the management corporation at the end of every following calendar month.
- (4) The management corporation may, at the expiry of the period of fourteen days specified in subparagraph 6(1)(a) of these by-laws, and without prior notice, deactivate any electromagnetic access device such as a card, tag or transponder, issued to a defaulter until such time that the any sum remaining unpaid in respect of his parcel has been fully paid, together with a charge not exceeding ringgit fifty that may be imposed by the management corporation for the reactivation of his electromagnetic access device. During the period of the deactivation of his electromagnetic access device, the management corporation may require the proprietor to sign in a defaulters' register book each time that the defaulter requires any assistance for entry into or exit from the building or the development area.



- (5) The management corporation may stop or suspend a defaulter from using the common facilities or common services provided by the management corporation, including any car park bay in the common property that has been designed for the use of the defaulter.
- (6) The management corporation may enter into any instalment payment scheme in writing with a defaulter to enable the defaulter to settle his outstanding sum in such number of instalments or upon such terms and conditions as the management corporation shall deem fit and proper, including withholding any action permitted under subparagraphs 6(4) and 6 (5) of these by-laws.
- (7) The management corporation may accept payment of any sum due by a defaulter which is made by his chargee, assignee, successor-in-title, lessee, tenant or occupier, and any of the aforesaid persons who had made such payment shall be deemed to be irrevocably authorised by the defaulter to do so.

## **7. POWERS OF A MANAGEMENT CORPORATION TO IMPOSE A FINE**

- (1) The management corporation may by a resolution at a general meeting impose a fine of such amount as shall be determined by the general meeting against any person who is in breach of any of these by-laws or any additional by-laws made under the Act.
- (2) All fines imposed under subparagraph 7(1) of these by-laws shall be a debt due to the management corporation and upon payment shall be deposited into the maintenance account.

## PART 3 : THE PROPRIETOR

### 8. GENERAL DUTIES OF A PROPRIETOR

A proprietor shall:-

- (1) promptly pay to the management corporation the Charges and contribution to the sinking fund relating to his parcel, and all other money imposed by or payable to the management corporation under the Act;
- (2) promptly pay all quit rent, local authority assessment and other charges and outgoings which are payable in respect of his parcel;
- (3) permit the management corporation and its servants or agents, at all reasonable times and on reasonable notice being given (except in the case of emergency when no notice is required), to enter his parcel for the purposes of:-
  - a. investigating leakages or other building defects;
  - b. maintaining, repairing, renewing or upgrading 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, renewing or upgrading the common property; and
  - d. executing any work or doing any act reasonably necessary for or in connection with the performance of its duties under Act or the regulations made thereunder, or for or in connection with the enforcement of these by-laws or additional by-laws affecting the development area;
- (4) forthwith carry out all the work ordered by any competent public or statutory authority in respect of his parcel other than such work for the benefit of the building or common property;



- (5) repair and maintain his parcel, including doors and windows and keep it in a state of good repair, reasonable wear and tear, damage by fire, storm, tempest or act of God excepted, and shall keep clean all exterior surfaces of glass in windows and doors on the boundary of his parcel which are not common property, unless the management corporation has resolved that it will keep clean the glass or specified part of the glass or the glass or part of the glass that cannot be accessed safely or at all by the proprietor.
- (6) maintain his parcel including all sanitary fittings, water, gas, electrical and air-conditioning pipes and apparatus thereof in a good condition so as not to cause any fire or explosion, or any leakages, to any other parcel or the common property or so as not to cause any annoyance to the proprietors of other parcels in the development area;
- (7) forthwith repair and make good at his own cost and expense damage to his parcel if such damage is excluded under any insurance policy effected by the management corporation and to carry out and complete such repair within any time period specified by the management corporation, failing which the management corporation may carry out such repair and the cost of so doing shall be charged to the proprietor and shall be payable on demand;
- (8) not use or permit to be used his parcel in such a manner or for such a purpose as to cause nuisance or danger to any other proprietor or the families of such proprietor;
- (9) not used or permit to be used his parcel contrary to the terms of use of the parcel shown in the plan approved by the relevant authority;
- (10) notify the management corporation forthwith of any change in the proprietorship of his parcel or any dealings, charges, leases, or creation of any interest, for entry in the strata roll; and
- (11) used and enjoy the common property in such a manner so as not to interfere unreasonably with the use and enjoyment thereof by other proprietors.

## 9. GENERAL PROHIBITIONS FOR A PROPRIETOR

A proprietor shall not:-

- (1) use his parcel for any purposes, illegal or otherwise, which may be injurious to the reputation of the development area;
- (2) use as fuel any substance or material which may give rise to smoke or fumes or obnoxious smells or shall not use any substance which the management corporation in a general meeting shall decide; and
- (3) Throw or allow to fall, any refuse or rubbish of any description on the common property or any part thereof except in refuse bins maintained by him or in refuse chutes or in refuse bins in common refuse chambers provided in the building.

## 10. PROHIBITION OF NUISANCE

- (1) A proprietor shall not use language or behave in a manner likely to cause offence or embarrassment or nuisance to any other proprietor or to any person lawfully using the common property.
- (2) A proprietor shall take all reasonable steps to ensure that his invitees, including customers and staff, do not behave in a manner likely to cause offence or embarrassment or nuisance to any other proprietor or to any person lawfully using the common property.
- (3) In a building or part of a building used for any residential or dwelling purposes, the sound of any electrical and electronic equipment, apparatus or appliance, or any musical instrument used in a parcel or the common property shall be kept at low volume after 11.00 p.m. so as interfere.



- (4) With the quiet rest or peaceful sleep of the other proprietors unless prior written approval for a specific function and specific duration has been obtained from the management corporation. A proprietor shall not use as fuel any substance or material or do anything in his parcel which will affect the peaceful enjoyment of any other proprietor or which may dirty or discolour the exterior of his parcel or other parcels of the common property.

## **11. APPEARANCE, FAÇADE AND COLOUR OF THE EXTERIOR OF PARCEL**

A proprietor shall not change the appearance, colour code and façade to any part on the exterior of his parcel without the prior written approval of the management corporation and, where necessary, the approval of the appropriate authority.

## **12. STORAGE OF INFLAMMABLE OR EXPLOSIVE MATERIALS**

- (1) In a building or part of a building used for any residential or dwelling purposes, a proprietor shall only use or store in his parcel any inflammable chemical, liquid, gas and other material for domestic purposes only or for a fuel tank of a motor vehicle or an internal combustion engine provided that the storage of such substances or materials shall be in excess of the quantity reasonable required for domestic purposes.
- (2) Nothing in these by-laws authorises or nothing in the additional by-laws shall authorise any proprietor to use or store in his parcel or the common property, any inflammable or explosive chemical, liquid, gas and material that contravenes any written law regulating the use or storage of such substances or materials.

## **13. PEST CONTROL**

A proprietor shall take all necessary steps to prevent his parcel from infestation by termites, vermin, rodents, pests and insects provided that any netting installed shall first be approved by the management corporation.

## 14. KEEPING OF ANIMALS

- (1) In a building used for residential or dwelling purposes, a proprietor shall not keep any particular animal in his parcel or on common property thereof that may cause annoyance or nuisance to the other proprietors or which may be dangerous to the safety or health of the other proprietors or which contravenes any written law or rules and regulations of the relevant State or the local authority.
- (2) A proprietor who is in breach of subparagraph 14(1) of these by-laws, shall within three days upon the receipt of a written notice from the management corporation remove the particular animal from the building. If he fails to do so, the management corporation may take whatever action deemed necessary to remove the particular animal from the building and:-
  - (a) all cost incurred shall be charged to and imposed on the proprietor; and
  - (b) the management corporation shall not be liable for any damage reasonably caused to the property of the proprietor in the process of removing such animal.

## 15. DRYING OF LAUNDRY

In a building used for residential or dwelling purposes, a proprietor shall not, except with the prior written approval of the management corporation, hang any washing, towel, bedding, clothing or other article on any part of his parcel in such a way as to protrude outside his parcel, other than at the areas designated for such purpose and leave them only for a reasonable period.



## 16. COMPLIANCE WITH BY-LAWS

- (1) Every proprietor shall at all times with these by-laws or any additional by-laws made under the Act.
- (2) The management corporation may require any proprietor who despite being cautioned, persists in the breach of any of these by-laws or additional by-laws, to leave the common property immediately.
- (3) In the event of a breach of any of these by-laws or additional by-laws by a proprietor, he shall at his own cost immediately remedy or make good the breach to the satisfaction of the management corporation.
- (4) If any repairs are rendered necessary by reason of any wilful or negligent act or omission on the part of, or breach of any of these by-laws or additional by-laws by any proprietor, the cost incurred by the management corporation in carrying out the repairs shall become a debt to the management corporation and shall become recoverable that proprietor by the management corporation.
- (5) A proprietor shall not be absolved from any liability which may be incurred or suffered as a result of any failure on his part to observe and comply with these by-laws or any additional by-laws.

## PART 4 : THE COMMON PROPERTY

### 17. IDENTIFICATION

- (1) The management corporation may require any person on the common property to identify himself for security purposes.
- (2) The management corporation may require any person who refuses to comply with paragraph 17(1) of these by-laws and who is not proprietor to leave the common property or the development area immediately.

## 18. FIRE FIGHTING INSTALLATION OR EQUIPMENT

- (1) A proprietor shall not remove or tamper with any fire fighting installation and equipment installed in the building or the common property.
- (2) A proprietor shall not do anything in his parcel or on the common property that is likely to:-
  - a. affect the operation of any safety installation, equipment or devices, or reduce the level of fire safety in the building or the common property; or
  - b. create a hazard or danger to any other proprietor in the building or any person lawfully using the common property.
- (3) A proprietor shall not leave unattended any stove, fire or heating appliance that may cause a fire to the building due to overheating of the stove or heating appliance.

## 19. NOTICES AND SIGNS

A proprietor shall observe and comply with all notices and signs put up or installed by the management corporation in the common property, and no proprietor shall remove nor deface any of such notices and signs.

## 20. PROHIBITION OF OBSTRUCTION

- (1) All fire escape routes, including but not limited to, the stairways, landings and passageways in the building or the common property shall not be obstructed by the proprietor at any time.



- (2) The management corporation may without prior notice, remove or confiscate any property of a proprietor, including but not limited to, bicycles, potted plants, vases, furniture, trolleys, boxes, goods or objects of any kind whatsoever. The management corporation may put up a notice of any removed or confiscated property which may be claimed by the proprietor within fourteen days from date of the notice subject to payment to the management corporation of a charge not exceeding two hundred ringgit. If a removed or confiscated property is not claimed at the expiry of the period of fourteen days, the management corporation may discard or dispose of such property as it deems fit without any liability to the proprietor.
- (3) No unauthorised activities shall be permitted in the common property. The management corporation may refuse to permit or allow any activity which, in the opinion of the management corporation, may pose a danger or nuisance to other proprietors.

## 21. GARDEN, LAWNS AND POTTED PLANTS

- (1) A proprietor shall not damage any lawn, garden, tree, shrub, plant or flower in the common property.
- (2) A proprietor shall not use any part of the common property for the purpose of his own garden, except with the prior written approval of the management corporation.
- (3) The lawns, garden, tree, shrub, plants and flowers in the common property are for the enjoyment of the proprietors and enhancement of the aesthetic value of the building and no person may remove any plant or vegetation in the common property except with the prior approval from the management corporation.
- (4) Any potted plant or flowers situated in a parcel shall be placed in suitable containers to prevent the dripping of water or soil onto other neighbouring parcels or the common property and these containers shall be frequently emptied of water or treated to prevent the breeding of mosquitoes.

- (5) A proprietor shall ensure that any potted plant or flowers or any other solid objects placed, hung or displayed on the perimeter of his parcel shall not fall from the parcel or cause any harm or damage to a proprietor of any other or the common property.

## 22. ENCROACHMENT ON COMMON PROPERTY AND OTHER PARCELS

- (1) A proprietor shall not do anything to his parcel which may encroach on any part of the common property or any other parcel.
- (2) A proprietor shall not mark, paint, put up posters or banners or notices, drive nails or screws, or fasten brackets or the like into, or otherwise damage or deface, any part of the common property except with the prior written approval of the management corporation. An approval given by the management corporation shall not authorise any additions to the common property.
- (3) A proprietor may install:-
- a. any locking or safety device for protection of his parcel against intruders or to improve safety within his parcel;
  - b. any screen or other device to prevent entry of animals or insects into his parcel; or
  - c. any safety structure or device to prevent children from harm;

Provided that such installations shall not encroach on any part of the common property and any locking or safety device, screen, any other device or structure shall be installed by the proprietor in a competent and proper manner and shall have an appearance that will complement the building and shall be in keeping with the appearance of the rest of the building.

- (4) A proprietor shall not leave any of his parcel belongings such as shoes, potted plants and flowers, cabinets, shelves, vehicles, and the like on the common property except with the prior written approval of the management corporation.



## 23. FURNITURE, FIXTURES AND FITTINGS

- (1) Any furniture on the common property, including tables, chairs, settees, benches and deck chairs are provided for the enjoyment and comfort of all proprietors and shall not be misused, tampered with, vandalised or damaged by any person and shall not be removed or altered by any proprietor without the permission of the management corporation.
- (2) All fixtures and fittings, devices, equipment and installation on the common property, including trolleys, light fittings, timers, door closers, card readers, CCTV cameras, smoke detectors, fire extinguishers, hose reels and nozzles, break glass alarms, safety railings and refuse bins, are provided for the safety and convenience of all proprietors and shall not be misused, tampered with, vandalised or damaged by any person.

## 24. CHILDREN PLAYING ON COMMON PROPERTY

In building used for residential or dwelling purpose a proprietor shall take all reasonable steps to ensure that any child of whom he has control, when playing on the common property or any of the facilities thereon, shall not cause any harm to themselves or cause any vandalism or damage to the common property or create any noise or nuisance likely to interfere with the peaceful enjoyment of the other proprietors.

## PART 5 : VEHICLES

### 25. VEHICLES

- (1) Every vehicle shall be properly parked in the designed parking bay without causing any obstruction to any adjacent vehicle or the flow of traffic. An improperly parked vehicle may be towed away or wheel-clamped by the management corporation, at the vehicle owner's cost without prior notice, and such a case:-

- a. the wheel clamp will only be removed after payment to the management corporation of a charge imposed by the management corporation which shall not exceed ringgit two hundred, and with towing cost and holding charge actually incurred by the management corporation; and
  - b. the management corporation shall not be liable for any damage or loss caused to such vehicle by the towing or wheel-clamping of the vehicle.
- (2) Any unauthorised vehicle parked in common property or any vehicle parked outside the designated car parking bay or in any parking bay designated for another proprietor may be towed away or wheel-clamped by the management corporation, at the vehicle owner's cost without prior notice, and in such a case:-
- a. the wheel clamp will only be removed after payment to the management corporation of a charge imposed by the management corporation which shall not exceed ringgit two hundred, and any towing cost and holding charge actually incurred by the management corporation; and
  - b. the management corporation shall not be liable for any damage or loss caused to such vehicle by the towing or wheel-clamping of the vehicle.
- (3) No major repairs shall be carried out by any person to any vehicle parked in the development area and for this purpose, "major repairs" means repair works which involve excessive noise, fumes, spillage of oil, use of chain blocks or other medium or heavy duty weightlifting equipment.
- (4) No additional construction or structure of any form shall be erected on any parking bay in the development area without the prior written approval of the management corporation.



- (5) Any person parking in the development area shall ensure that he does not leave any equipment, spare part, discarded material, rubbish and litter in the car park area. The management corporation may remove and dispose of such items without any prior notice and shall not be liable for any damage or loss of such items, and the cost incurred in doing so shall be borne and paid by the person concerned on demand.
- (6) All vehicles shall be driven carefully and safely in the development area.
- (7) Any vehicle owner of a vehicle parked in the development area shall ensure that the vehicle alarm is well maintained and in order so that there shall not be frequent false alarms causing nuisance or annoyance to other proprietors. If the false alarms become a frequent nuisance or annoyance to other proprietors, the management corporation may prohibit the vehicle from entering the development area for such period and upon such terms as the management corporation shall deem fit and proper.

## **PART 6 : DISPOSAL OF SOLID WASTE**

### **26. SOLID WASTE DISPOSAL**

- (1) A proprietor shall not cause any unsightly accumulation of dirt, garbage, rubbish or debris in his parcel and accessory parcel that is visible from the outside and affecting the appearance or façade of the building or common property.
- (2) A proprietor shall not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except in a place designated for such purpose by the management corporation.
- (3) A proprietor shall ensure that any refuse from his parcel is properly disposed of at the refuse chute, or into the refuse bins at the common refuse chamber or at any designated facility provided in the building or the development area. Any spillage from his refuse shall be promptly removed and cleaned up by the proprietor.

- (4) In disposing of his refuse, a proprietor shall ensure that the refuse is securely wrapped and that any recyclable material or waste is separated and prepared in accordance with the applicable recycling guidelines.
- (5) Large, bulky or heavy objects shall not be discarded by a proprietor at any refuse chute or common refuse chamber and such items shall be removed from the building or common property by the proprietor unless there is a designated facility in the development area approved by the management corporation for this purpose.
- (6) A proprietor shall not:-
  - a. dispose his refuse into sink, water closet, manhole or drain, or allow anything to be done which will cause clogging or blockage to the sewerage and drainage system;
  - b. allow any object, refuse or rubbish or any description to be thrown or swept or emptied out of any external window or door of a parcel, or abandoned in any corridor, lobby, lift, landing, staircase, car park or any other part of the common property;
  - c. deposit or throw or let fall onto another parcel on the common property, any rubbish, dirt, dust or discarded item or material;
  - d. dispose of any object into any chute which may obstruct the free fall of refuse in the chute and cause blockage therein; and
  - e. throw live cigarette butts into any refuse receptacle.

## PART 7 : RENOVATIONS

### 27. RENOVATION WORKS AND REPAIRS

- (1) A proprietor shall not carry out any renovation works to his Parcel without first obtaining a prior written approval from the management corporation and, where necessary, from appropriate authority.



- (2) In giving for any renovation works, the management corporation may require the proprietor to place an amount with the management corporation as a deposit for compliance with these by-laws or any additional by-laws relating to such renovation works and may require that the renovation works be completed within a certain time.
- (3) It is the sole responsibility of the proprietor to check with the appropriate authority for the need of any approval to carry out the renovation works and the proprietor shall pursue the matter with the appropriate authority on his own initiative. If the proprietor applies for any approval from the management corporation for permission to carry out renovations works, the management corporation is entitled to assume that the proprietor has obtained the necessary approvals from the appropriate authority, where necessary, send a copy of the approvals of the appropriate authority shall be submitted to the management corporation at the time of application for approval by the management corporation. If the management corporation gives its approval for any renovation works and it is subsequently discovered that the requisite approvals from the appropriate authority were not obtained or not properly obtained, the proprietor shall be solely responsible to the appropriate authority and the approval granted by the management corporation for renovation works shall deemed rescinded forthwith.
- (4) All renovation works in a parcel shall be confined to the boundaries of the parcel and no works shall be carried out on any part of the common property.
- (5) Renovation waste or refuse shall not be discarded by a proprietor of his workmen at any refuse chamber or sink or water closet or any part of the common property and such items are required to be removed from the building by the proprietor of his workmen unless there is a designated facility in the building approved by the management corporation for this purpose.
- (6) A proprietor shall ensure that any renovation works to his parcel shall not in any way whatsoever affect or weaken any structural member support, including shear walls or structural load-bearing beams or columns in the building. If any damage is caused to any of the building structural members by such renovation works, the proprietor shall at his own cost immediately rectify and make good the damage under the supervision of a competent civil and structural engineer appointed by the management corporation and the proprietor shall bear all cost relating thereto.

- (7) A proprietor shall take full responsibility for any defect or damage to the common property as a result of the renovation works or repair works to his parcel and if any damage is caused the proprietor shall immediately at his own cost, rectify and make good the damage to the satisfaction of the management corporation.
- (8) A proprietor shall ensure that adequate precautions are taken against damaging any concealed wirings, cables, pipes and ducts during the renovation works or repairs to his parcel, and any such damage caused by the renovation or repair works shall be rectified and made good immediately to the satisfaction of the management corporation and any competent civil and structural engineer appointed by the management corporation and the proprietor shall bear all cost relating thereto.
- (9) If the proprietor intends to change the floor finishes to any wet area in his parcel, he shall replace the existing damp proof membrane with a new damp proof membrane, continuing upwards at any wall junction for at least 150 mm high. If the proprietor intends to change the wall tiles in a wet area, the proprietor shall similarly replace the affected part of the damp proof membrane at the junction of the wall and the floor.
- (10) A proprietor shall ensure that any renovation or repair works in his parcel shall not in any way cause inconvenience or danger to the other proprietors in the building.



## 28. RESTRICTION IN RENOVATION WORKS

- (1) Unless prior approval in writing has been obtained from the appropriate authority and the management corporation, a proprietor shall not:-
  - a. construct another floor level to his parcel (e.g. to split the level of any portion of the existing floor in the parcel by adding platforms);
  - b. relocate any external door or window of his parcel;
  - c. remove or make changes to any building safety feature in his parcel and notwithstanding such approvals, the proprietor shall indemnify and keep indemnified the management corporation against any liability which may be incurred or suffered as a result of such removal;
  - d. shift any plumbing and sewerage system in a parcel;
  - e. change or upgrade the whole electrical system in a parcel; or
  - f. illegally connect or tap electricity supply.
  
- (2) In carrying out any renovation works or repairs to his parcel, a proprietor shall not:-
  - a. exceed the maximum permissible limit on the drilling or hacking of the shear wall for rewiring of electrical points;
  - b. exceed the maximum permissible floor loading; and
  - c. remove or strip any building joint sealant in his parcel or any part of the common property;
  
- (3) A proprietor shall not tap water or electricity supply from the common property unless prior approval in writing is given by the management corporation.

## 29. OTHER PROHIBITIONS

- (1) Hacking, drilling and punching of nails or screws into walls are strictly prohibited within 300mm of any concealed or embedded pipes electrical conduits. A proprietor shall ensure that all contractors are required to use a metal detector before any hacking or drilling of such walls, or punching of nails or screws into walls. The proprietor shall ensure that the contractors are also required to check the as-built building plans and drawings kept at the office of the management corporation.
- (2) A proprietor shall not cause or permit any fitting or fixture or any alteration or change to be made to the exterior of his parcel that will affect or change the appearance of the common property or building façade or encroach onto any part of the common property without the prior written approval of the management corporation. Building façade shall include external windows, balconies, terraces, common areas, open areas and all other visible parts of the building which constitute or from part off the exterior appearance of the building.
- (3) A proprietor shall not install any television/radio antenna or disc on the rooftop or any external part of the building without the written consent of the management corporation.
- (4) Save and except for air-conditioning condensers which are already installed, the installation of outdoor air conditioning condensers shall be positioned at the designated area approved by the management corporation. The mounting of any air-conditioning condenser on any other exterior areas of the building is strictly prohibited. All exposed pipes are to be laid in suitable conduits/ducts and to be painted according to the colour of the exterior building façade. The outlet of the discharge pipe shall be placed at the nearest floor trap provided at the approved designated area or connected to a common designated discharge pipe, as the case may be. A proprietor shall ensure that his contractor installs all air-conditioning units according to the standard specification and such air-conditioner units shall not cause vibration, annoyance and discomfort to other occupiers.



## PART 8 : DEFECTS TO PARCELS AFFECTING SUPPORT OR SHELTER

### 30. POWER OF MANAGEMENT CORPORATION TO TAKE PROCEEDINGS AS AN AGENT FOR PROPRIETORS IN CASE OF DEFECTS TO PARCELS

Where -

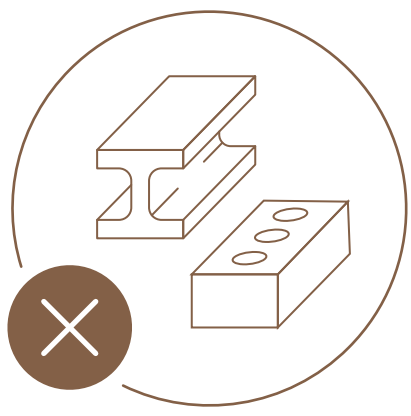
- (1) the condition of any parcel in the development area affects or is likely affect the support or shelter provided by that parcel for another parcel in the same building or the common property, or causes or its likely to cause damage or destruction to another or any property therein in the same building or the common property; and
- (2) the proprietor of the parcel in that condition has neglected or refused within a reasonable time of two written notifications of at least fourteen days each from the management corporation to take such action as is necessary to have that condition rectified; and

the management corporation may as agent for the proprietor of the parcel in that condition take such actions and proceedings as are necessary to have that condition rectified and the management corporation may recover the cost and expenses of such actions and proceedings from the proprietor of the parcel in that condition as a debt due to the management corporation.

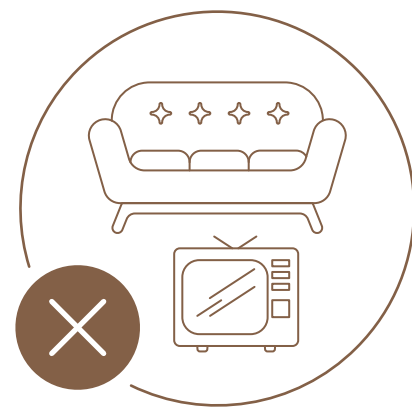
# ANNEXURE B

## STREAM AUTOMATED WASTE COLLECTION SYSTEMS

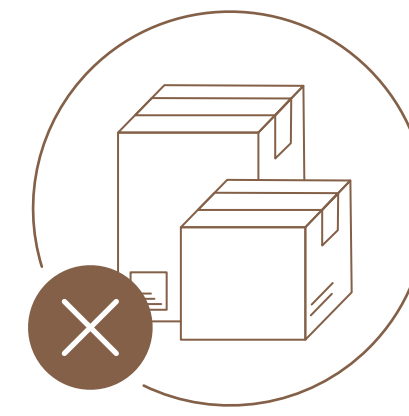
### DO NOT throw below items into the system



DO NOT throw in heavy object like metal chunk or bricks



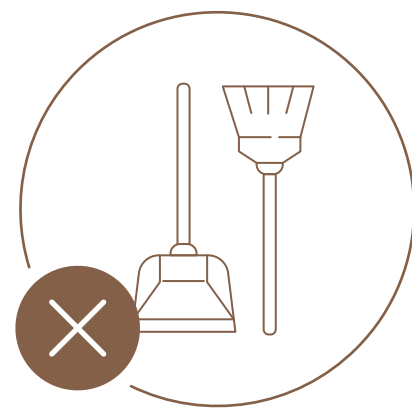
DO NOT force into the system any object bigger than the refuse door



DO NOT throw in folded carton boxes



DO NOT throw in flammable materials



DO NOT throw in long object like brooms



DO NOT throw in sticky material like glue & other adhesive

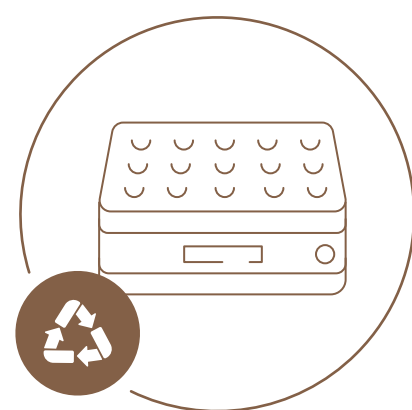
### Please DO RECYCLE



Aluminium & Steel Cans



Glass Bottles



Old Mattress



Magazines & Newspapers



Water & Soft Drink Bottles



Milk & Juice Cartons



Paper & Cardboard



Recyclable Plastic Bottles



Glass Jars

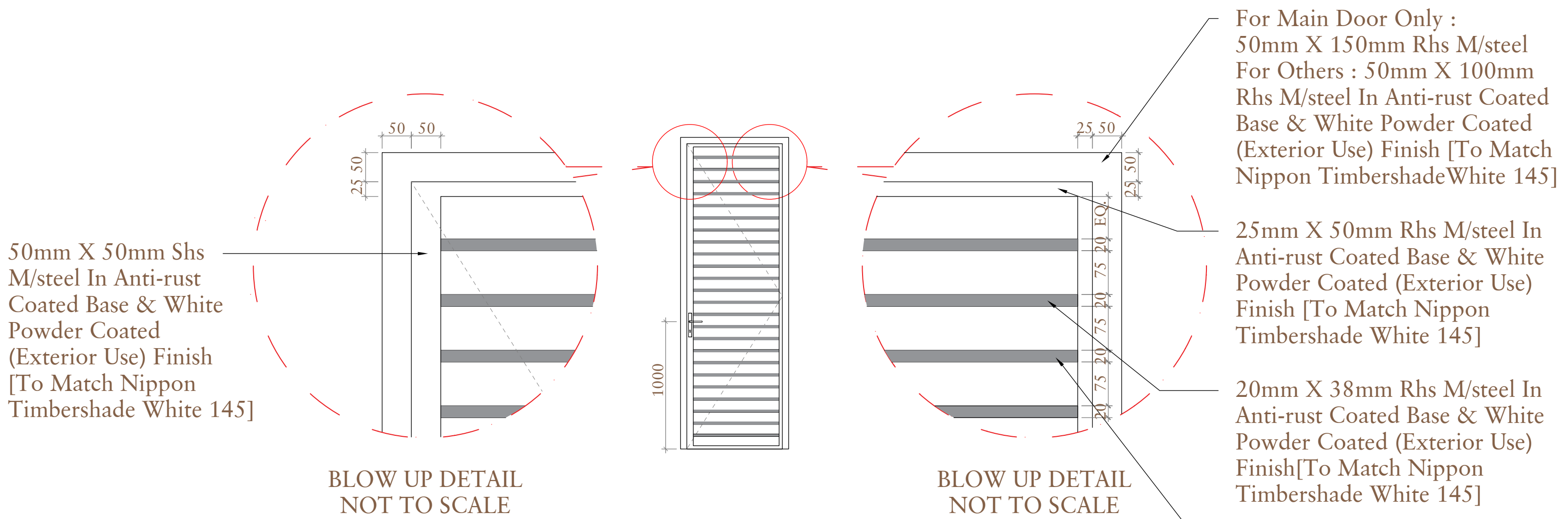


Broom & Mop



# ANNEXURE C

## GRILLE GUIDELINES

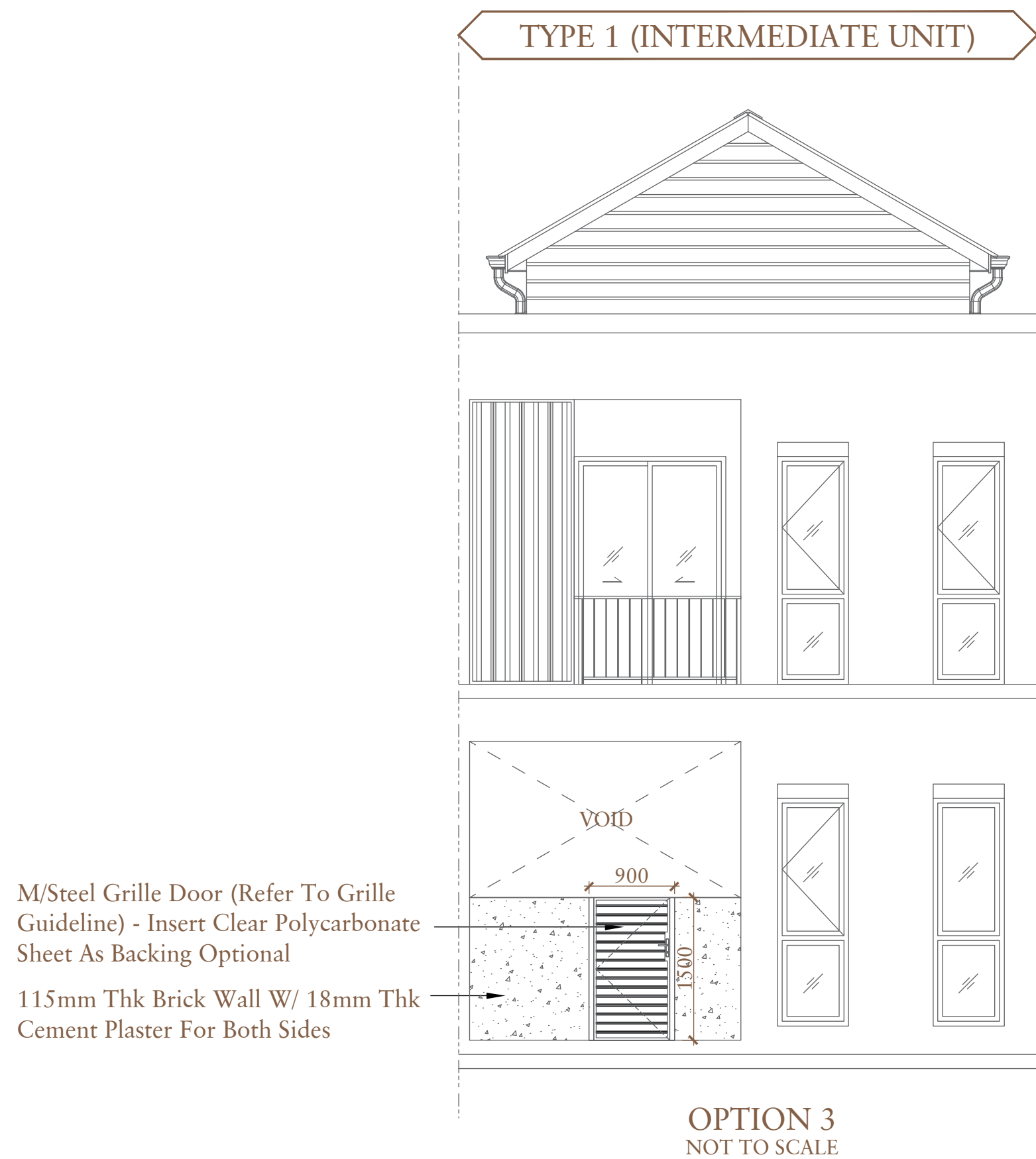
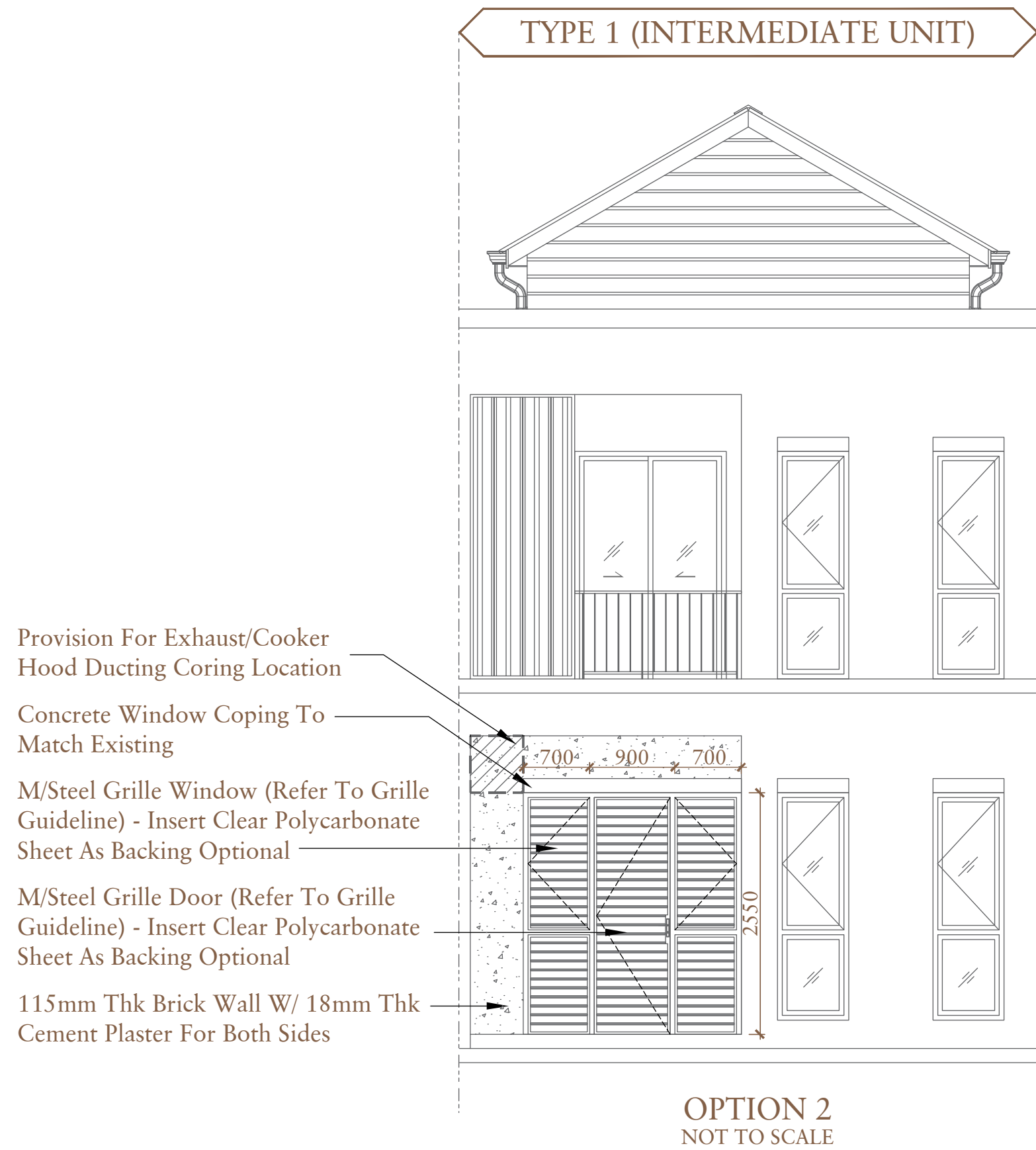
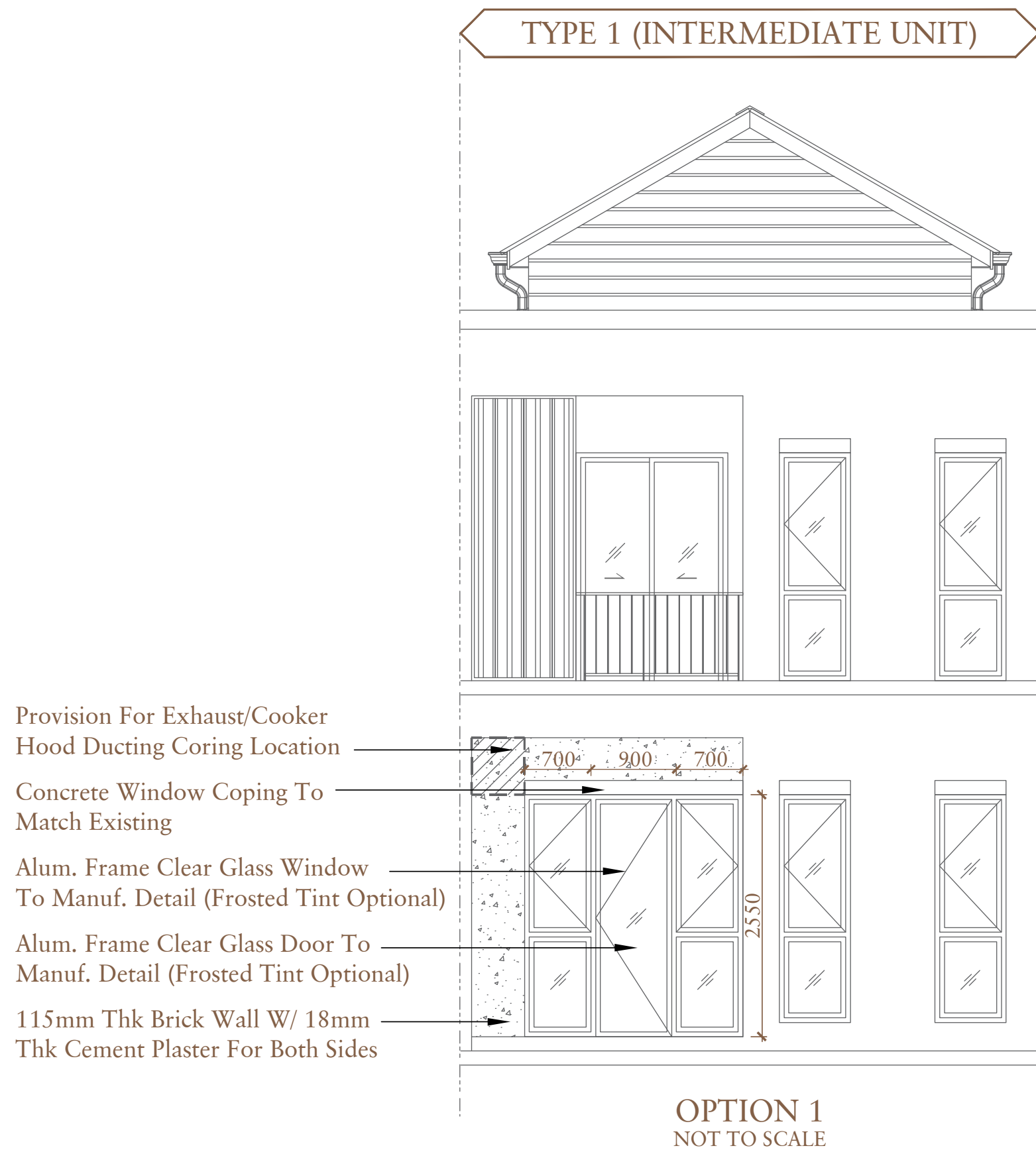


Remarks:  
 \*Not to scale  
 \*Alternative materials proposed by owner/contractor shall submit to management's approval  
 \*Design concept and colour code should comply to the guideline  
 \*Method of door opening (except Main Entrance door) are subjected to owner's preference  
 \*Padlock / Door Lockset selection are subjected to owner's preference

KITCHEN	KITCHEN/BEDROOM	LIVING/DINING	MAIN ENTRANCE	LIVING
EXTERNAL 	EXTERNAL 	EXTERNAL 	INTERNAL 	EXTERNAL 
INTERNAL 	INTERNAL 	INTERNAL 	EXTERNAL 	INTERNAL 
INSTALL INTERNAL	INSTALL INTERNAL	INSTALL INTERNAL	INSTALL EXTERNAL	INSTALL INTERNAL
BEDROOM	BATHROOM	FAMILY AREA	<p>Disclaimer :</p> <p>The plans and illustrations herein are artist's impressions only and all measurements stated herein are approximate, which serve only as guideline to Owner(s) and/or Resident(s) for installation or renovation works to the Parcel. The contractor/subcontractor/supplier engaged by the Owner(s) and/or Resident(s) shall conduct field measurements prior to commencement of any installation or renovation works.</p> <p>The guidelines herein do not constitute any representation, warranty, or guarantee by the Management and/or Developer as to the safety, suitability and functionality of the design, or the quality and durability of the materials and products used by the appointed contractor/subcontractor/supplier, or compliance with the laws, by-laws, rules, and regulations implemented by the Appropriate Authorities. The Management and/or Developer shall not be liable for damages of any kind arising out of any installation or renovation works done or instructed to be done by the Owner(s) and/or Resident(s).</p>	
EXTERNAL 	EXTERNAL 	EXTERNAL 		
INTERNAL 	INTERNAL 	INTERNAL 		
INSTALL INTERNAL	INSTALL INTERNAL	INSTALL INTERNAL		

# ANNEXURE D

## YARD GUIDELINES



**Disclaimer :**

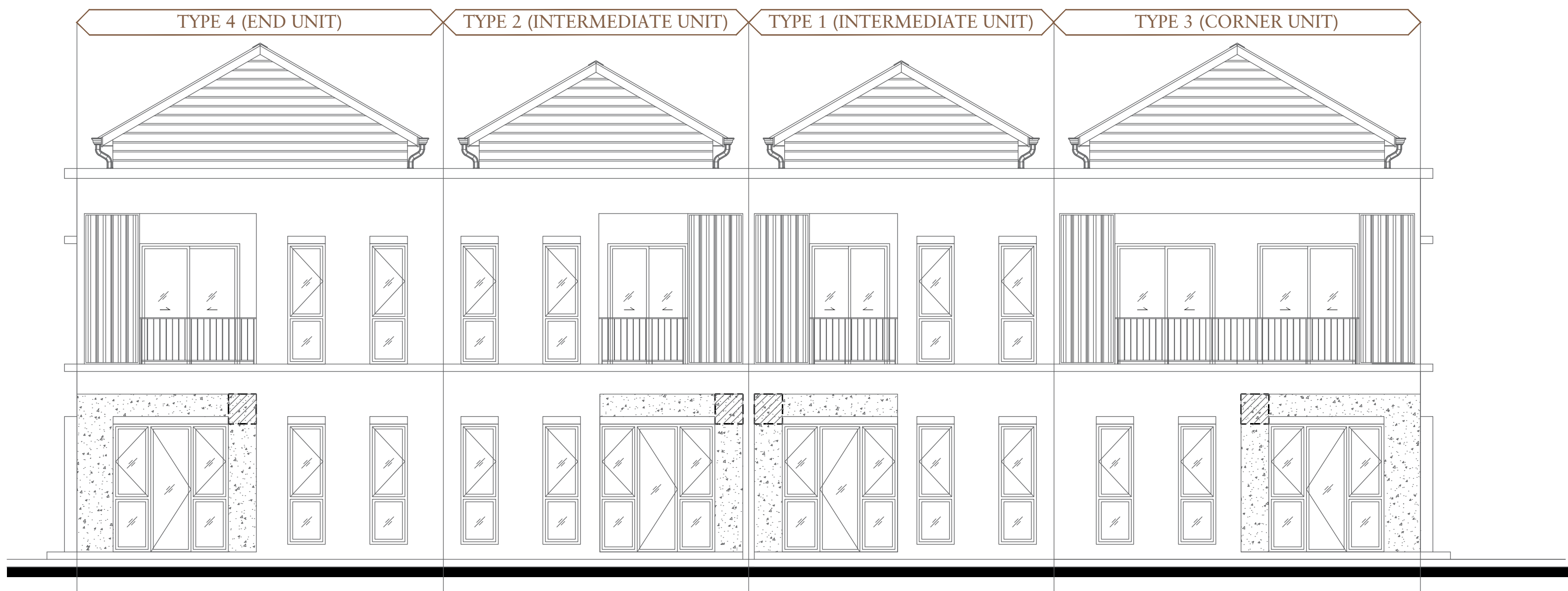
The plans and illustrations herein are artist's impressions only and all measurements stated herein are approximate, which serve only as guideline to Owner(s) and/or Resident(s) for installation or renovation works to the Parcel. The contractor/subcontractor/supplier engaged by the Owner(s) and/or Resident(s) shall conduct field measurements prior to commencement of any installation or renovation works.

The guidelines herein do not constitute any representation, warranty, or guarantee by the Management and/or Developer as to the safety, suitability and functionality of the design, or the quality and durability of the materials and products used by the appointed contractor/subcontractor/supplier, or compliance with the laws, by-laws, rules, and regulations implemented by the Appropriate Authorities. The Management and/or Developer shall not be liable for damages of any kind arising out of any installation or renovation works done or instructed to be done by the Owner(s) and/or Resident(s).



# OPTION 1

NOT TO SCALE



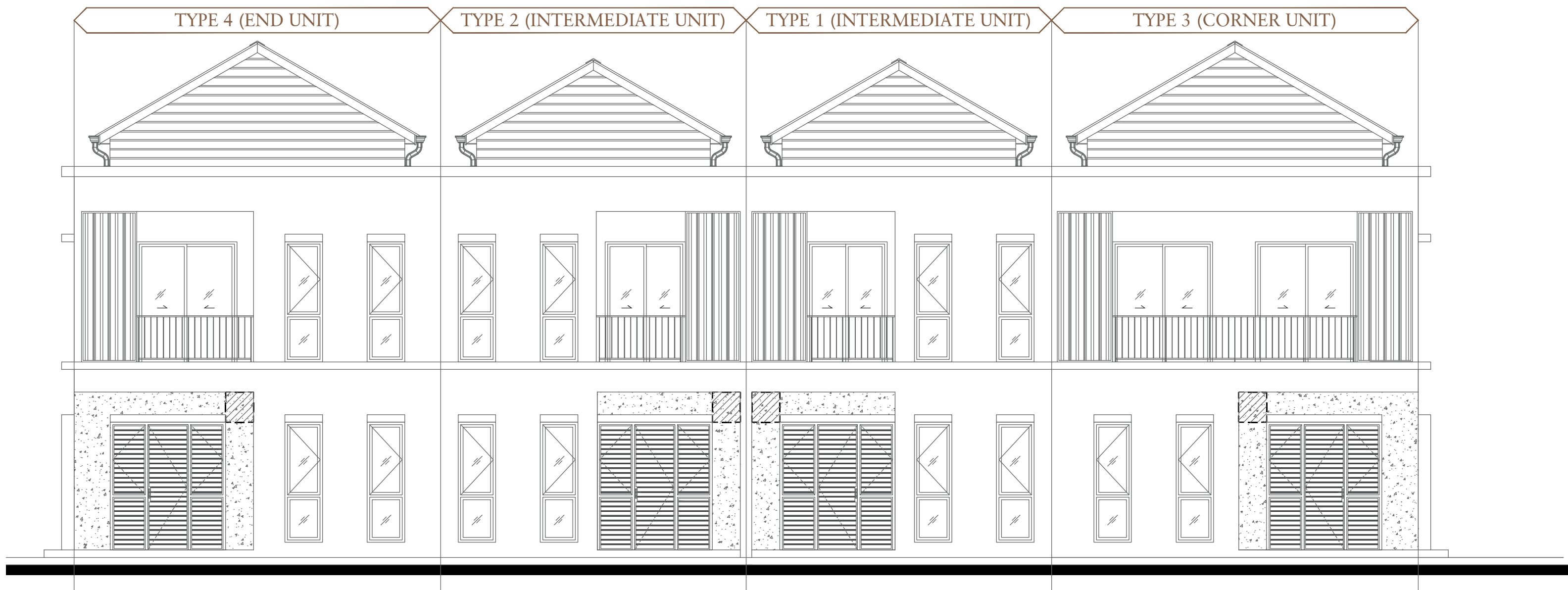
**Disclaimer :**

The plans and illustrations herein are artist's impressions only and all measurements stated herein are approximate, which serve only as guideline to Owner(s) and/or Resident(s) for installation or renovation works to the Parcel. The contractor/subcontractor/supplier engaged by the Owner(s) and/or Resident(s) shall conduct field measurements prior to commencement of any installation or renovation works.

The guidelines herein do not constitute any representation, warranty, or guarantee by the Management and/or Developer as to the safety, suitability and functionality of the design, or the quality and durability of the materials and products used by the appointed contractor/subcontractor/supplier, or compliance with the laws, by-laws, rules, and regulations implemented by the Appropriate Authorities. The Management and/or Developer shall not be liable for damages of any kind arising out of any installation or renovation works done or instructed to be done by the Owner(s) and/or Resident(s).

# OPTION 2

NOT TO SCALE



**Disclaimer :**

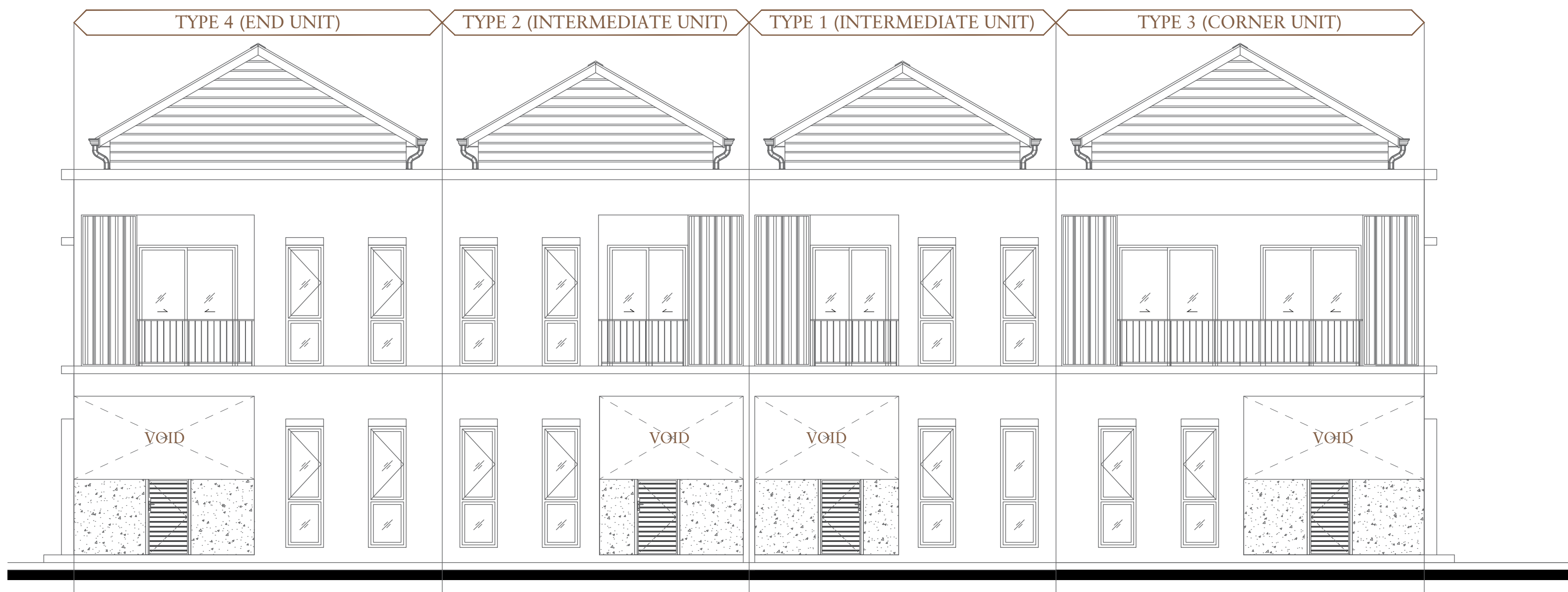
The plans and illustrations herein are artist's impressions only and all measurements stated herein are approximate, which serve only as guideline to Owner(s) and/or Resident(s) for installation or renovation works to the Parcel. The contractor/subcontractor/supplier engaged by the Owner(s) and/or Resident(s) shall conduct field measurements prior to commencement of any installation or renovation works.

The guidelines herein do not constitute any representation, warranty, or guarantee by the Management and/or Developer as to the safety, suitability and functionality of the design, or the quality and durability of the materials and products used by the appointed contractor/subcontractor/supplier, or compliance with the laws, by-laws, rules, and regulations implemented by the Appropriate Authorities. The Management and/or Developer shall not be liable for damages of any kind arising out of any installation or renovation works done or instructed to be done by the Owner(s) and/or Resident(s).



# OPTION 3

NOT TO SCALE



**Disclaimer :**

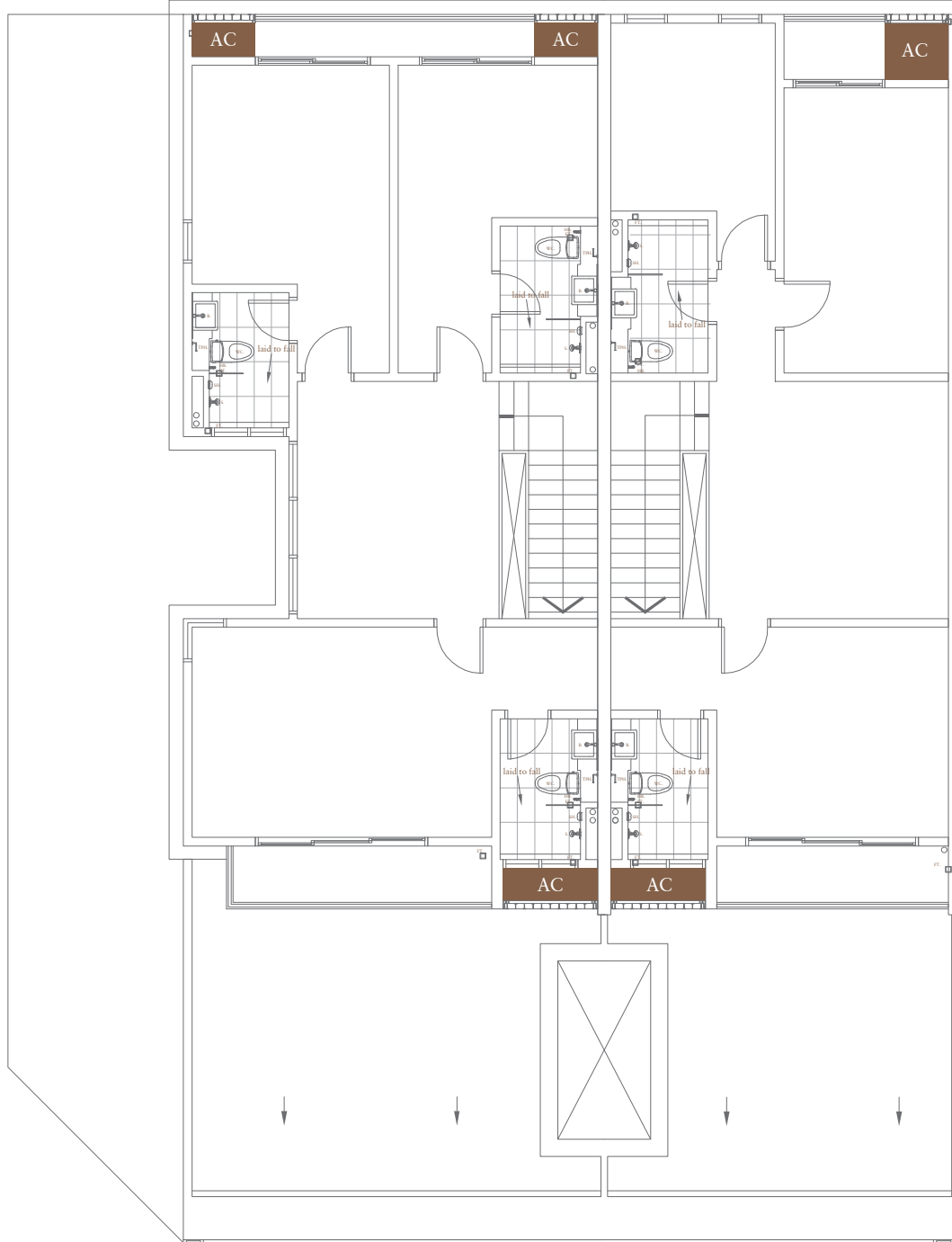
The plans and illustrations herein are artist's impressions only and all measurements stated herein are approximate, which serve only as guideline to Owner(s) and/or Resident(s) for installation or renovation works to the Parcel. The contractor/subcontractor/supplier engaged by the Owner(s) and/or Resident(s) shall conduct field measurements prior to commencement of any installation or renovation works.

The guidelines herein do not constitute any representation, warranty, or guarantee by the Management and/or Developer as to the safety, suitability and functionality of the design, or the quality and durability of the materials and products used by the appointed contractor/subcontractor/supplier, or compliance with the laws, by-laws, rules, and regulations implemented by the Appropriate Authorities. The Management and/or Developer shall not be liable for damages of any kind arising out of any installation or renovation works done or instructed to be done by the Owner(s) and/or Resident(s).

# ANNEXURE E

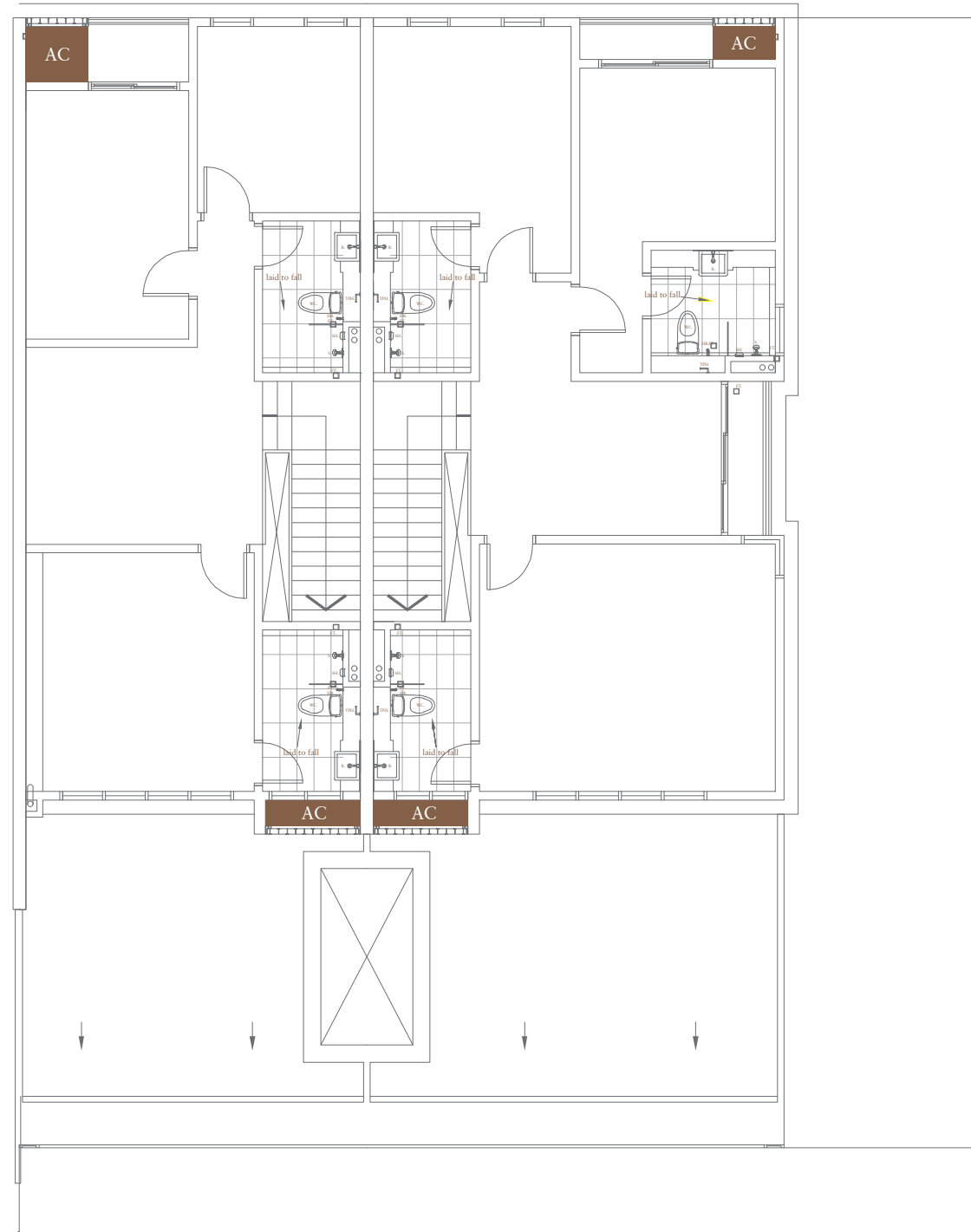
## AIR-CONDITIONER COMPRESSOR GUIDELINES

- TYPE 1 (INTERMEDIATE UNIT)
- TYPE 3 (CORNER UNIT)



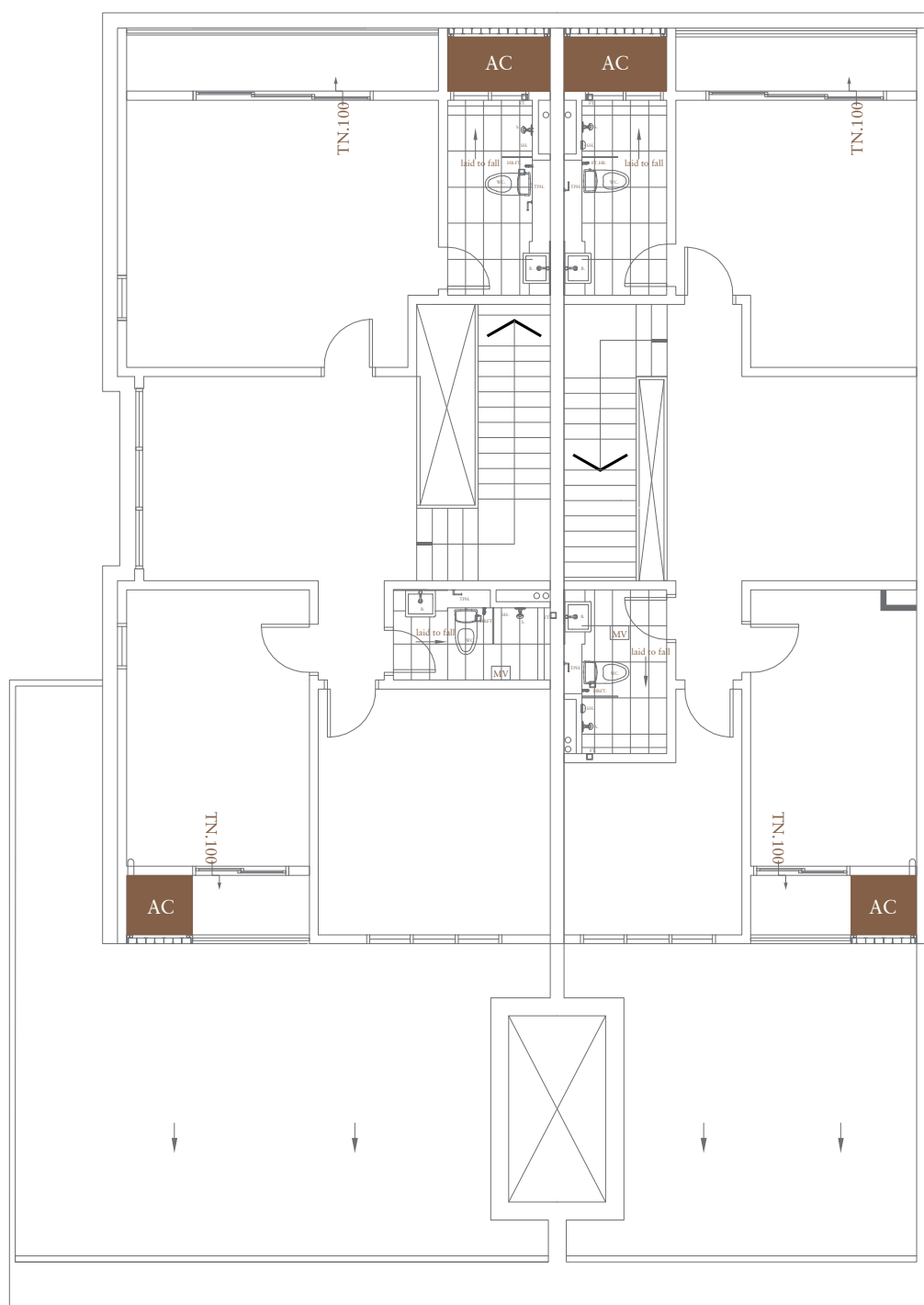
LEVEL 2 PLAN  
Not to Scale

- TYPE 2 (INTERMEDIATE UNIT)
- TYPE 4 (END UNIT)



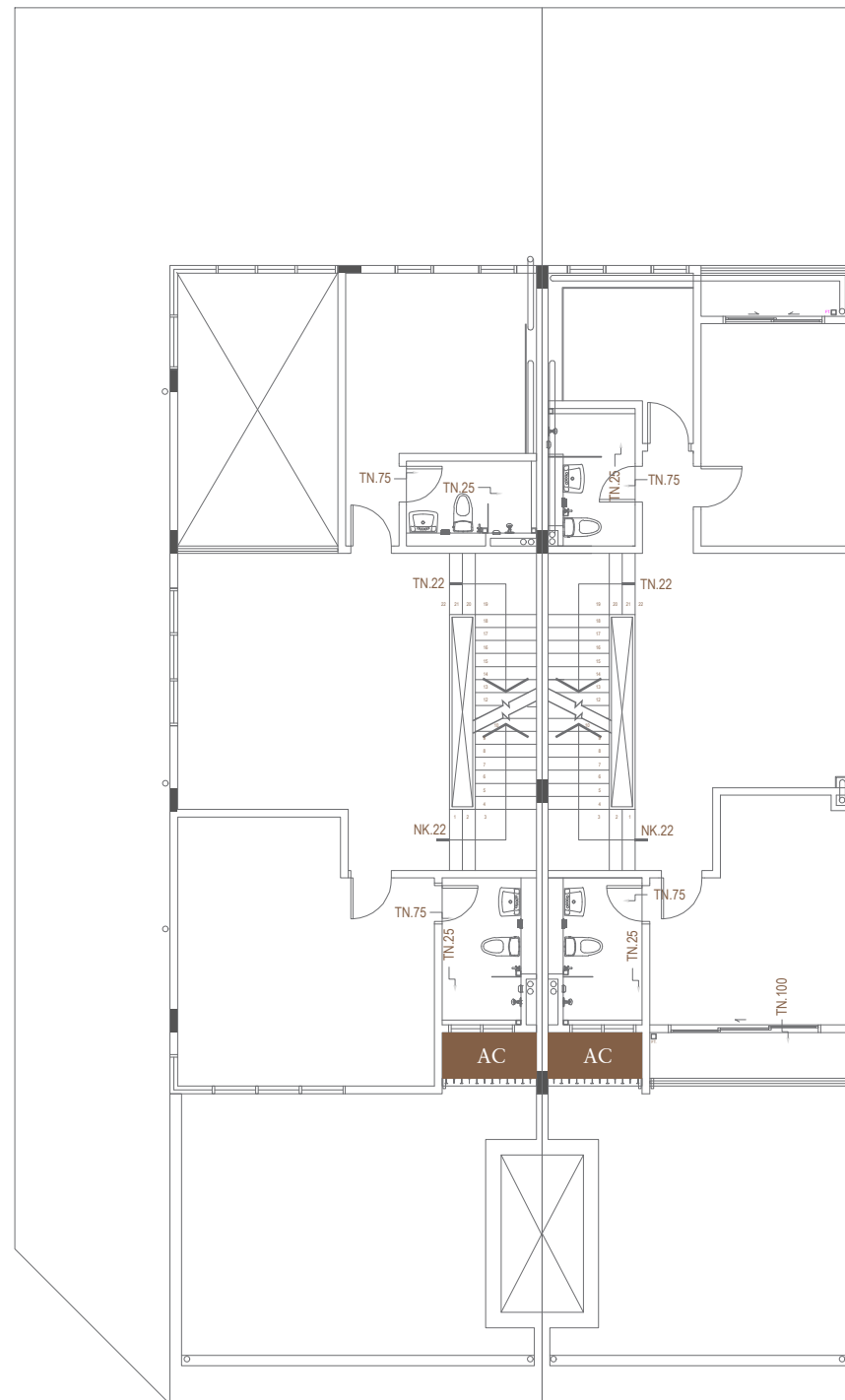
LEVEL 2 PLAN  
Not to Scale

- TYPE 7 (CORNER UNIT)
- TYPE 5 (INTERMEDIATE UNIT)

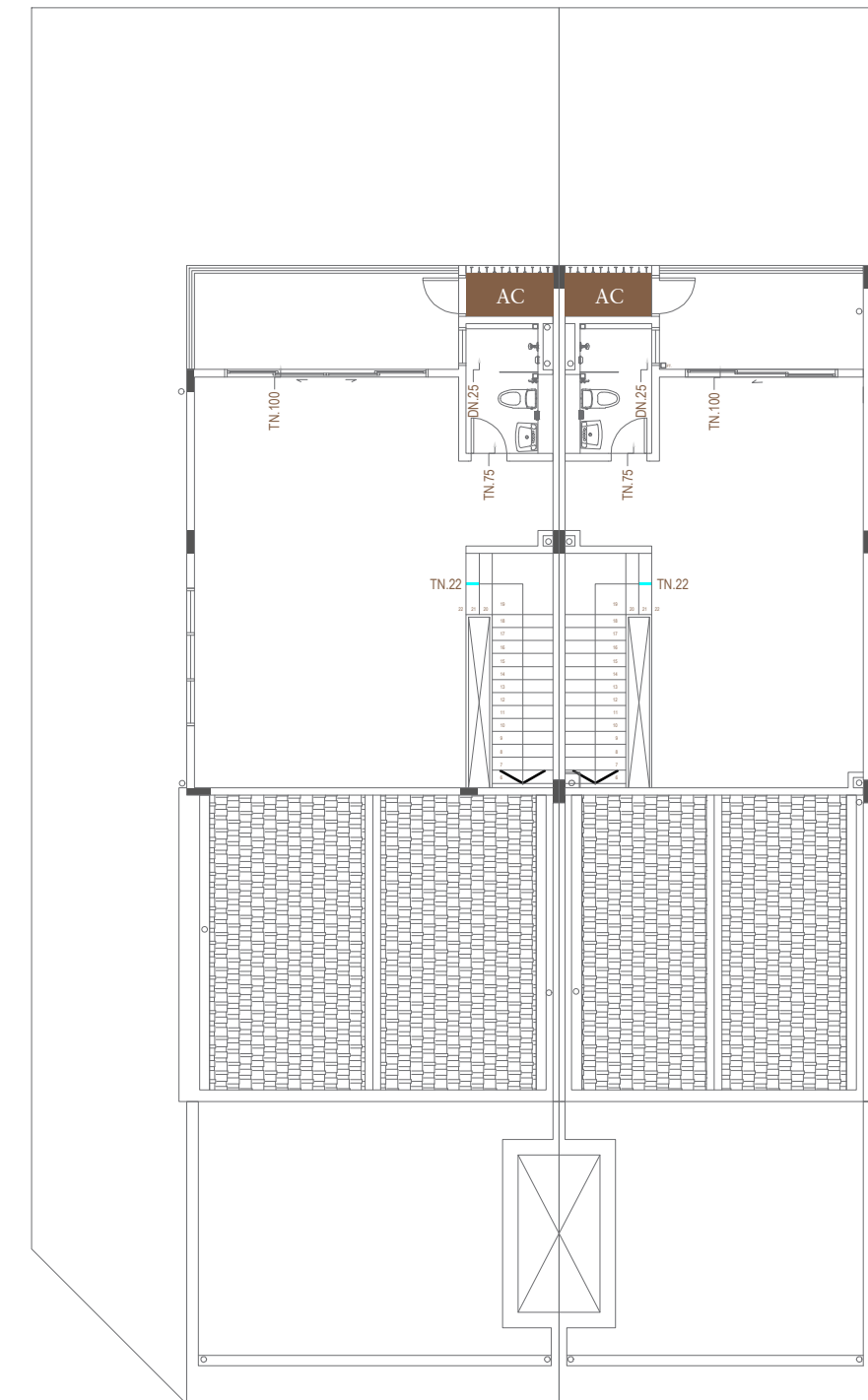


LEVEL 2 PLAN  
Not to Scale

- TYPE 6 (INTERMEDIATE UNIT)
- TYPE 8 (END UNIT)



LEVEL 2 PLAN  
Not to Scale



LEVEL 3 PLAN  
Not to Scale

**Disclaimer :**

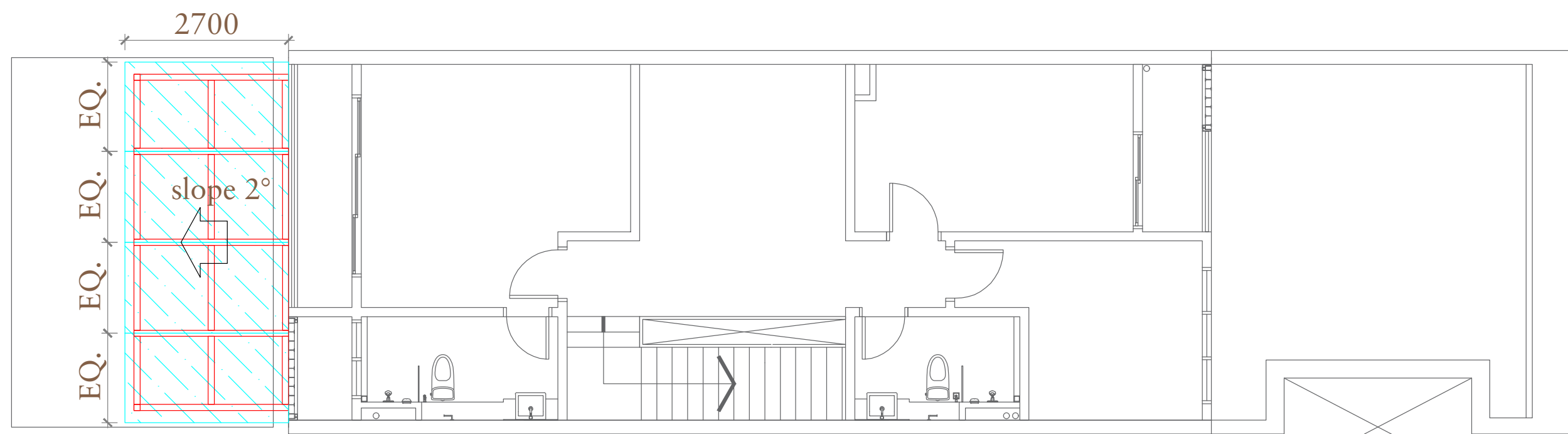
The plans and illustrations herein are artist's impressions only and all measurements stated herein are approximate, which serve only as guideline to Owner(s) and/or Resident(s) for installation or renovation works to the Parcel. The contractor/subcontractor/supplier engaged by the Owner(s) and/or Resident(s) shall conduct field measurements prior to commencement of any installation or renovation works.

The guidelines herein do not constitute any representation, warranty, or guarantee by the Management and/or Developer as to the safety, suitability and functionality of the design, or the quality and durability of the materials and products used by the appointed contractor/subcontractor/supplier, or compliance with the laws, by-laws, rules, and regulations implemented by the Appropriate Authorities. The Management and/or Developer shall not be liable for damages of any kind arising out of any installation or renovation works done or instructed to be done by the Owner(s) and/or Resident(s).

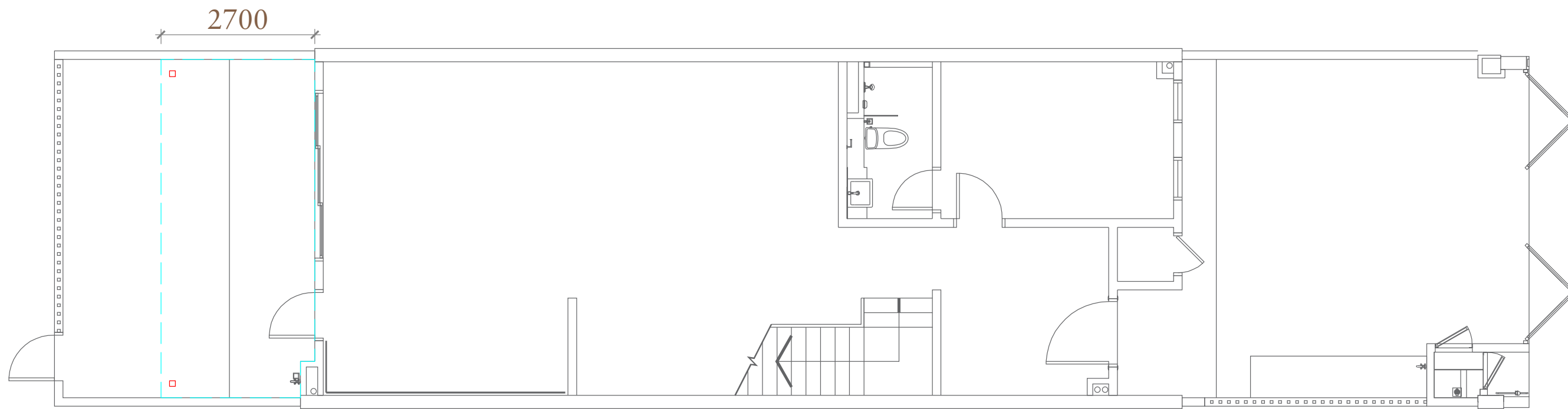


# ANNEXURE F

## AWNING GUIDELINES



- LAYOUT PLAN LEVEL 2  
- Scale:



- LAYOUT PLAN LEVEL 1  
- Scale:



- SIDE ELEVATION  
- Scale:

**Requirement:**

1. Steel Structure
  - Material : Mild Steel
  - Colour : Nippon Timbershade White 145
  - Method Of Finish : Spray Paint / Powder Coated (Exterior Use)
  - Require Anti Rust Coating
2. Roof
  - Option 1: Material: Metal Deck, Colour: White/Light Beige
  - Option 2: Material: Solid Polycarbonate, Colour: Light Grey
  - Option 3: Material: 12mm + 12mm Laminated Tempered Glass, Colour: Clear (Sample Require To Be Submitted For Approval)
3. Gutter And Rain Water Down Pipe
  - Colour : White
4. Lighting Spec.
  - Colour Temperature : Warm White 3000K

**Note:**

1. Drawing Not To Scale.
2. Owner Require To Take Full Responsibility On Leaking And Crack Issue Arise From Awning Roof Mounting Example Mounting On Rc Ledge, Slab, Floor, Etc.
3. All Necessary Awning Roof Detail Drawing To Be Submitted To Building Management For Approval.
4. Awning Roof Structure/ Gutter/ Rain Water Down Pipe Not Allowed To Install Beyond Low Wall.
5. Alternative Materials Proposed By Owner/Contractor Shall Submit To Building Management For Approval.



ROOF AWNING PROFILE REFERENCE

**Disclaimer :**

The plans and illustrations herein are artist's impressions only and all measurements stated herein are approximate, which serve only as guideline to Owner(s) and/or Resident(s) for installation or renovation works to the Parcel. The contractor/subcontractor/supplier engaged by the Owner(s) and/or Resident(s) shall conduct field measurements prior to commencement of any installation or renovation works.

The guidelines herein do not constitute any representation, warranty, or guarantee by the Management and/or Developer as to the safety, suitability and functionality of the design, or the quality and durability of the materials and products used by the appointed contractor/subcontractor/supplier, or compliance with the laws, by-laws, rules, and regulations implemented by the Appropriate Authorities. The Management and/or Developer shall not be liable for damages of any kind arising out of any installation or renovation works done or instructed to be done by the Owner(s) and/or Resident(s).

## 22 STRATA TITLES

Strata Titles will not be issued if there are units that have carried out external extensions, renovations to the buildings or alterations and additions that have not been approved by the respective authorities. Therefore, proprietors shall not carry out any alterations to his/her parcel without first adhering strictly to Section 12 on Renovation Guidelines and Procedures.





**Ikano Retail**  
An IKEA retailer



DISCLAIMER /// This document is produced or published for general information purposes only and does not form part of any contract or otherwise. All photographs, illustrations and renderings are artist's impressions only. The information contained herein is not guaranteed to be correct or accurate at the time of printing/publishing and are subject to change without notice. The developer reserves the right to modify any part of the building/development components and design at any time at its absolute discretion. If there is any discrepancy between the information herein and the information contained in the Sale and Purchase Agreement, Deed of Mutual Covenants and other ancillary documents ("the Agreements"), the information in the Agreements shall prevail.