

HORIZON RESIDENCE BY-LAWS



ISSUED BY:

**BADAN PENGURUSAN BERSAMA
APARTMENT DWI MUTIARA
2016**

The Management Office:
HORIZON RESIDENCE
Block A Level 02-01
Lingkungan Indah Utama
Taman Bukit Indah 2
81200 Johor Bahru

Tel: +607-231 4600 Fax: +607-231 4601

Email: hr1mgt@gmail.com/management@horizonresidence.com.my

Website: <http://horizonresidence.com.my>

TABLE OF CONTENTS

1.0	INTRODUCTION	4
1.1	GENERAL	4
1.2	DEFINITIONS	5
1.3	INTERPRETATIONS	6
2.0	OWNERS AND OCCUPANCY	7
2.1	USE OF PARCEL	7
2.2	REGISTRATION OF RESIDENT	7
2.3	RESIDENT'S GUEST/VISITOR	8
2.4	NUISANCE	8
2.5	PARTIES AND FUNCTIONS	9
2.6	MOVING IN/OUT	10
2.7	UPKEEP AND MAINTENANCE OF PARCEL	11
2.8	SAFETY	11
2.9	ANIMALS AND PETS	12
2.10	POTTED PLANTS	12
2.11	REFUSE DISPOSAL	12
2.12	SOLICITATION AND SALES	13
2.13	IMMORAL/CRIMINAL ACT	13
2.14	NOTIFICATION TO MANAGEMENT	13
2.15	INSURANCE FOR INDIVIDUAL PARCEL	13
3.0	OBLIGATIONS BY OWNERS/RESIDENTS	14
3.1	CONTRIBUTORY OBLIGATIONS	14
3.2	OTHER OBLIGATIONS	17
4.0	COMMON AREA AND COMMON PROPERTY	18
4.1	NOTICES	18
4.2	PROHIBITION OF OBSTRUCTION/NUISANCE IN COMMON AREA	18
4.3	COMMON PROPERTY IN COMMON AREA	18
4.4	EXTERNAL FAÇADE OF THE BUILDING AND EXTERNAL INSTALLATION	19
4.5	LIFTS	19
4.6	SMOKING	20
4.7	MAINTENANCE AND REPAIRS OF THE COMMON PROPERTY	20
5.0	COMMON FACILITIES	20
5.1	GENERAL RULES	20
5.2	SWIMMING AND WADING POOLS	22
5.3	CHILDREN'S PLAYGROUND	23
5.4	GYMNASIUM	24
5.5	TENNIS COURT	25
5.6	BBQ AREA	25
5.7	GARDEN/LANDSCAPING	26
6.0	ACCESS CONTROL SYSTEM	26
6.1	COMMON ACCESS CARDS	26
6.2	MASTER ACCESS CARDS	28
6.3	ACCESS FOR VEHICLES OF NON-RESIDENTS	30
7.0	VEHICLE PARKING	30
7.1	USE OF CAR PARK BY OWNERS/RESIDENTS	30
7.2	RENTAL OF CAR BAYS	30

7.3	VISITOR'S PARKING	31
7.4	PARKING FOR RESIDENT'S PERSONNEL.....	31
7.5	ADMINISTRATION OF PARKING AREA	32
8.0	REPAIRS, ALTERATIONS AND RENOVATIONS	34
8.1	PRELIMINARIES	34
8.2	PRE-RENOVATION	34
8.3	DURING RENOVATION	38
8.4	CONTROL MEASURES, COMPLIANCE, BREACHES AND PENALTIES.....	45
8.5	POST RENOVATION	46
9.0	DEBT MANAGEMENT.....	47
9.1	RECOVERY OF ARREARS	47
10.0	DUTIES AND POWERS OF MANAGEMENT	49
10.1	FORMATION.....	49
10.2	DUTIES AND POWERS.....	50
10.3	APPOINTMENT OF SOLICITORS	51
11.0	MISCELLANEOUS	51
11.1	AMENDMENTS OF THE BY-LAWS	51
11.2	BINDING EFFECT.....	51
11.3	GOVERNING LAWS.....	52
11.4	SEVERABILITY	52
11.5	NO WAIVER OF RIGHTS	52
11.6	SERVICE OF NOTICE.....	52
11.7	TIME.....	52
11.8	SPECIAL PROVISIONS.....	52
12.0	SCHEDULES AND APPENDICES	53
	SCHEDULE A: TABLE OF CHARGES.....	53
	SCHEDULE B: DEPOSITS AND PENALTIES FOR RENOVATION BREACHES	54
	APPENDIX 1: APPLICATION FORMS.....	55
	APPENDIX 1A: REGISTRATION OF RESIDENT APPLICATION FORM.....	56
	APPENDIX 1B: REGISTRATION OF AGENT APPLICATION FORM	57
	APPENDIX 1C: PARTIES/FUNCTIONS BOOKING APPLICATION FORM.....	58
	APPENDIX 1D: MOVING IN/OUT APPLICATION FORM.....	59
	APPENDIX 1E: ACCESS CARD APPLICATION FORM.....	60
	APPENDIX 1F: RENOVATION APPLICATION FORM	61
	APPENDIX 2: COMMON FACILITIES OPERATION HOURS	62
	APPENDIX 3: RENOVATION PROCESS FLOW CHART	63
	APPENDIX 4: DIRECTORY.....	66

1.0 INTRODUCTION

1.1 GENERAL

1.1.2 PURPOSE

The purpose of these By-Laws which constitute the By-Laws of Apartment Dwi Mutiara (hereinafter called “the Apartment”) is –

- (a) To promote a pleasant, peaceful and harmonious occupancy and living environment of the individual Parcels and the Common Areas within the Apartment;
- (b) To protect all the Residents from inconvenience, annoyance and nuisance caused by any improper use of the individual Parcels or the Common Areas within the Apartment; and
- (c) To preserve the reputation, prestige and value of the Apartment; thereby providing maximum enjoyment of the premises and its facilities.

1.1.3 PERSONNEL BOUND BY THE LAWS

- (a) All Owners/Residents and their Personnel (as defined herein below) are bound by and shall co-operate to fully comply with these By-Laws in order to achieve the common goal of communal living, peaceful and harmonious use and enjoyment of the Apartment.
- (b) All Owners/Residents and their Personnel are also bound by all the terms and conditions, stipulations or restrictions set out in the Sale and Purchase Agreement and Deed of Mutual Covenants made between the Owner and the Developer, Strata Titles Act 1985 (Act 318) and Strata Management Act 2013 (Act 757) together with all the regulations, schedules and amendments made thereunder in particular to the Strata Management (Maintenance and Management) Regulations 2015 and Strata Management (Strata Management Tribunal) Regulations 2015 and all other prevailing laws in Malaysia (“the Laws”).
- (c) The full authority and responsibility for the enforcement of these By-Laws lies with the Management. The Management may improve and update these By-Laws from time to time in accordance with the prevailing circumstances and laws. Any amendment to these By-Laws shall be made by way of circulars, memoranda and/or notices to the Owners/Residents which shall be duly passed and adopted at an Annual General Meeting (AGM)/Extraordinary General Meeting (EGM) of the Joint Management Body/Management Corporation prior to its implementation.
- (d) All Owners/Residents are welcome to provide reasonable suggestions in regard to these By-Laws to the Management in writing, which Management shall have absolute discretion to accept or reject such suggestions upon due consideration.

1.2 DEFINITIONS

In these By-Laws, unless the context otherwise requires:-

“Accessory Parcel” means any parcel shown in the strata title plan which is used or intended to be used in conjunction with the Parcel, e.g. a car park bay.

“Building” refers to all the permanent structures in the Apartment including but not limited to the individual Parcel, Accessory Parcel and Common Area.

“Commissioner” means the Commissioner of Buildings and includes any Deputy Commissioner and other officers appointed under the Strata Management Act 2013 (Act 757) to exercise the powers or perform the duties imposed on the Commissioner.

“Common Area” or “Common Property” means the land and buildings in the Apartment which are not comprised in any specific Parcel or Accessory Parcel, and which include the fixtures and fittings comprising the lifts, drains, sewers, pipes, wires, cables, ducts and all other facilities and installations which serve more than one Parcel and/or are used or enjoyed in common by Residents of two or more Parcels.

“Common Facilities” means all the recreational facilities in the Apartment which are designated for the exclusive use by the Residents and/or their authorised Personnel only and which shall include but not be limited to the Swimming and Wading Pools, Children’s Playground(s), Gymnasium, Tennis Court, BBQ(s) and Garden/Landscaping.

“Apartment” means the building or buildings comprising the individual Parcels, the Accessory Parcels and the Common Areas which are collectively known as “Apartment Dwi Mutiara”.

“Defaulter” means an Owner who, on the first day of each calendar month, has any outstanding sum including but not be limited to the charges to the Maintenance Account, contribution to the Sinking Fund and any other outstanding monies in whatsoever nature due and payable to the Joint Management Body/Management Corporation which has not been settled within Thirty (30) days from the date of the Owner receiving the invoice or notification from the Joint Management Body/Management Corporation which shall include his family members or any chargee, assignee, successor-in-title, Lessee or Tenant of his Parcel. Date of receipt of the invoice by the Owner is classified as three (3) working days from the date of invoice.

“Guest” means any person who is not an Owner or a Resident and whose presence in the Apartment is at the invitation of either an Owner or a Resident and is registered with the security guard at the guardhouse.

“Lessee” means a person who is leasing a Parcel in the Apartment under a legally binding lease agreement, and if a corporation, the appointed employee of the corporation, which shall include a Sub-Lessee.

“Major Defaulter” means a Defaulter whose total amounts due and payable to the Management has exceeded a certain level as determined by the Management which may be revised by the Management from time to time by a resolution at a general meeting of the Joint Management Body/Management Corporation.

“Management” means the Joint Management Body/Management Corporation and its’ Management Committee and/or Sub-Committee members, property managing agents or employees appointed and authorised by the Management Corporation to manage the and to enforce the prevailing By-Laws of the Apartment.

“Joint Management Body/Management Corporation” means the legal entity established under the Strata Titles Act 1985 (Act 318) which comprises all the registered Owners of the Parcels in the Apartment.

“Owner” means the person or body who is registered as the proprietor of a Parcel in the Apartment and has a registered legal and beneficial title to the same.

“Parcel” means any one of the individual units comprised in the subdivided building of the Apartment which is held under a separate Strata Title.

“Personnel” of the Owner, Resident, Tenant or Lessee shall include their family members, Guests, Visitors, agents, employees, maids, drivers, building service providers and any other person(s) of them who enter and are within the premises of the Apartment.

“Repairmen, Contractors and Workmen” refers to any individual who has been appointed to conduct any type of work by an Owner and the said work has been approved by the management office.

“Resident” refers to a person who is lawfully occupying a Parcel in the Apartment either as an Owner or a Tenant or a Lessee including their spouse, child, parent and any other person authorised by the Owner to reside in the Parcel who shall have been duly registered with the Management. The Management reserves the right to require the Resident to furnish proof of ownership or written authorisation of occupancy from the Owner e.g. tenancy/lease agreement.

“Tenant” means a person who is renting a Parcel in the Apartment under a legally binding tenancy agreement and if a corporation, the appointed employee of the corporation, who shall include a Sub-Tenant.

“Visitor” means any person known or unknown to the Resident who may or may not have obtained the permission or invitation from the Resident to enter the premises in the Apartment whose entrance at the guard house of the Apartment shall be subjected to the permission being priorly obtained from such Resident.

1.3 INTERPRETATIONS

- (a) Words importing the singular number include the plural number and vice versa.
- (b) Words applicable to natural persons include any body of persons, company, corporation, firm or partnership and vice versa.
- (c) Words importing the masculine gender shall include the feminine and neuter genders and vice versa.
- (d) Where two or more persons are named together, the terms and conditions herein contained shall bind such persons jointly and severally.

- (e) Any reference to a statutory provision includes any modification, consolidation or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- (f) The word “Ringgit” and the abbreviation “RM” means the lawful currency of Malaysia.

2.0 OWNERS AND OCCUPANCY

2.1 USE OF PARCEL

- (a) Every Parcel in the Apartment shall only be used for residential and dwelling purposes or for any other purposes which shall not cause a nuisance to other Residents or injurious to the reputation of the Apartment, other than the commercial parcels which can be used for commercial use.
- (b) Resident shall neither overcrowd nor convert the Parcel in any manner so as to accommodate more Residents than it was originally designed or approved for as sanctioned by the relevant authorities.
- (c) No Resident shall use or permit the use of the Parcel or any part of the Apartment for any illegal, unlawful or immoral purposes or bring thereon nuisance of whatsoever nature or give reasonable cause for complaint by Management or other Resident.

2.2 REGISTRATION OF RESIDENT

- (a) The Owner shall notify Management in writing by submitting the Registration of Resident Application Form (Appendix 1A) on any change of occupancy of his Parcel, and shall furnish Management with full particulars (names, addresses, Identity Card/Passport Numbers, telephone numbers, vehicles numbers etc.) of a new Resident/Tenant/Lessee and such other information as Management may require from time to time for record and security purposes at least Fourteen (14) days prior to such change of occupancy.
- (b) An Owner who has agents to represent his interest shall notify Management in writing by submitting the Registration of Agent Application Form and shall furnish Management with the full particulars and such other information that Management may require prior to permitting them access to his Parcel.
- (c) The Owner shall be responsible for ensuring his Agent, Tenant, Lessee and his Personnel comply with all the By-Laws set by Management on the use and enjoyment of the Apartment and he shall be liable for any damage, injury and/or death caused by them. A copy of these By-Laws shall be made available by the Owner to his Agent, Tenant, Lessee and his Personnel, if necessary.
- (d) Once a Parcel is rented/leased out, the Owner’s entitlement to the use of the Common Area, Common Property and Common Facilities in the Apartment shall be automatically transferred from the Owner to the Tenant/Lessee.

2.3 RESIDENT'S GUEST/VISITOR

- (a) The Resident agrees that the security guards of the Apartment are permitted to request, for security purposes, identification of any Guest/Visitor not accompanied by the Resident before allowing such Guest/Visitor entry to the Apartment.
- (b) The Resident is advised to inform the security guards of his expected Guest(s) by furnishing them all the relevant particulars of the Guest(s) in advance to allow such named Guest(s) to enter the Apartment.
- (c) The Resident shall be responsible for ensuring that his Guest/Visitor complies with the prevailing By-Laws and does not cause a nuisance of any nature to other Residents at any time.
- (d) The Resident shall be responsible for the safety of his Guest/Visitor and shall accompany them at all times where practical, when using the Common Facilities in the Apartment. Management shall disclaim any liability for any damage, injury and/or death suffered by Resident's Guest/Visitor.
- (e) The Management shall have the absolute right to request any Guest/Visitor who has persistently infringed any of the prevailing By-Laws, despite having been cautioned, to leave the Apartment immediately and/or to take any appropriate action to ensure his compliance of the same.

2.4 NUISANCE

- (a) No Resident and/or his Personnel shall do or permit to be done within the Apartment anything which may infringe any of the laws, By-Laws, rules and regulations in force and/or which may become a nuisance, annoyance or inconvenience to other Resident or lawful occupier in the Apartment.
- (b) No Resident and/or his Personnel shall create any noise of whatever description likely to interfere with the quiet, peaceful and lawful enjoyment of another Resident or lawful occupier or any person lawfully inhabiting his Parcel or using the Common Property. All persons shall conduct themselves in a manner which will not cause undue offence to any other person(s) within the Apartment.
- (c) The Resident and/or his Personnel shall not use car horns unnecessarily so as not to cause disturbance or annoyance to other Residents in the Apartment.
- (d) Indoor games may be played within the individual Parcel provided no excessive noise shall be emitted causing nuisance or disturbance to the neighbours or any other Resident in the Apartment.
- (e) The Management reserves the right to take whatsoever action it deems necessary (including calling the police and seeking legal recourse) to stop any infringement or nuisance, and the Resident and/or his Personnel causing such infringement or nuisance shall be liable for and shall indemnify the Management against all costs and damages incurred as a consequence thereof.

- (f) Whilst the Management will endeavour to attend to any reasonable complaint by a Resident against other Residents and to extend all help as deemed necessary in its sole and absolute discretion, no further action will be taken if it is the opinion of the Management that such a complaint is unreasonable, frivolous, vexatious or without merit.

2.5 PARTIES AND FUNCTIONS

- (a) Private parties and functions are restricted to the Multi-Purpose Hall, BBQ area(s), designated function area or within an individual Parcel in the Apartment. The Owner/Resident shall inform the Management in advance about the date, time and his Guest list for functions held in the designated Common Areas by submitting the respective booking form (Appendix 1C).
- (b) Reservations for parties/functions may be made at the Management Office on a first-come-first-served basis and with the payment of a security deposit or any other amount as determined by Management from time to time.
- (c) The Owner/Resident using the designated Common Areas is required to abide by the terms and conditions of the function areas' use as stated in the Booking Application Form (Appendix 1C). Failure to abide by these terms and conditions may cause the forfeiture of the deposit.
- (d) In consideration of the Residents residing in the Parcels surrounding the BBQ area(s) and not to interfere with the natural, quiet and peaceful enjoyment of the Apartment, participants of private parties/functions are required to dismiss at 22:00 hrs during weekdays and 23:00 hrs during weekends/public holidays.
- (e) In the event of any non-compliance with the noise abatement requirement by the Owner/Resident and/or his Personnel, the Management reserves the right to take appropriate action to restore the peaceful enjoyment of the Apartment.
- (f) An Owner/Resident holding a party/function at the function areas shall be held responsible for any damage to the furniture and/or other items in the function areas failing which the deposit paid shall be deducted or forfeited, as the case may be. If all the costs and damages exceed the said deposit sum, the Owner/Resident concerned shall have to settle the difference upon confirmation of the assessment of the damages.
- (g) The Management, its agents and/or employees shall not be held liable in any manner whatsoever for loss of or damage to any personal property or injury to or death of any person in the premises and the party at fault shall indemnify the Management in due course.

2.6 MOVING IN/OUT

- (a) The Resident shall inform Management at least Seven (7) days in advance of any move in/out of the Apartment by submitting the Moving In/Out Application Form (Appendix 1D). A clearance letter issued by Management is required for any move in/out of the Apartment.
- (b) Any move in/out of the Apartment shall strictly be carried out during the following times:
 - a. Mondays to Saturdays : 09:00 – 17:00 hrs
 - b. Sundays/Public Holidays : Strictly Not Permitted
- (c) The Resident shall pay to Management a refundable security deposit as determined by Management from time to time, payable in cash or cheque to cover dirt/damages to the Common Property and/or Common Areas caused by such moves or non-compliance of the conditions herein. The deposit shall be refunded to the Resident after confirming that there is no damage to the Common Property and/or Common Areas or breach of the Resident's liabilities, or the damage has been made good or such repairs have been carried out and paid for. If all the costs and damages incurred exceed the said deposit sum, the Resident concerned shall have to settle the difference at the end of such moves.
- (d) The Resident shall ensure that the Common Property and/or Common Areas are not in any manner soiled, damaged or obstructed in the course of such moves and shall minimise any inconvenience caused to other Residents in the Apartment. The Resident shall at his own cost and expense repair and make good any damage caused by such moves. The Management shall not be liable in any manner or under any obligation whatsoever to the Resident to ensure compliance of the same.
- (e) Transporting goods will be under the direction of the Management and within the approved hours only. The Resident or his mover must ensure that the lift is not overloaded and the lift doors and walls are not in any way damaged. Any damage caused shall be repaired at the cost and expense of the Resident and/or his mover.
- (f) Save and except with prior written approval of the Management, any transporting vehicle used for moving in/out of the Apartment and having a maximum of Six (6) wheels and/or loading capacity of 5000kg may be granted access to the perimeter road around the building. In any circumstances, any transporting vehicle exceeding Six (6) wheels and/or loading capacity of 5000kg shall not be granted access into the Apartment at all time.
- (g) All transportation of furniture and/or bulky and heavy items exceeding the loading capacity of the lift MUST be made via the staircase.
- (h) The Resident shall be responsible for the safe custody of their belongings and the safety of their Personnel during such moves and Management shall not be liable for any loss, damage and/or injury occurred in the course of such moves.

2.7 UPKEEP AND MAINTENANCE OF PARCEL

- (a) The Resident shall keep and maintain his Parcel reasonably clean and safe for occupancy at all times to ensure a healthy and safe living environment in the Apartment.
- (b) The Owner/Resident shall at his own cost and expense forthwith maintain, repair and make good all defects in his Parcel that if unattended would likely affect Parcels adjoining, adjacent, below or above his Parcel, such as visible disrepair of the Parcel or non-maintenance of his private garden(s). The Management shall give notice of the same to the Owner/Resident whenever the occurrence becomes apparent before taking appropriate remedial action and the costs incurred thereon shall be borne by the Owner/Resident.
- (c) Any damage caused by the Owner/Resident to the Common Property or the Owner's/Resident's neighbour(s) shall be assessed by the Management and the cost of repair and/or the replacement of any items and/or removal of debris of work carried out as a result of such repairs shall be charged to the Owner/Resident concerned. The Management reserves the right to remove any item(s) which it considers dangerous or detrimental or obstructive to the Common Property or other Owners/Residents after giving notice of the same to the Owner/Resident concerned.

2.8 SAFETY

A Resident shall:

- (a) Not permit or cause any accumulation of dirt, rubbish, debris, or garbage, or store or bring upon or into the Parcel, the Apartment or any part thereof any articles of specially combustible, inflammable, explosive or dangerous nature or any substances of whatever description which may be hazardous to health or which may give rise to smoke, fumes, odours or obnoxious smells that may cause offence to others;
- (b) Not keep, store, use or play with fireworks of any nature (including firecrackers) in any part of the Apartment;
- (c) Not permit or cause any waste, rubbish, material, article or object of whatever nature to be thrown out of the windows or doors or into the air-wells or above the passage ways of the Building or the Apartment or any part thereof which may cause offence and/or harm to others;
- (d) Not tamper with or cause to be tampered with any fire-fighting equipment (including but not limited to fire hydrants, fire extinguisher and hose reels) in any part of the Apartment;
- (e) Ensure that nothing shall be allowed, done or kept in the Parcel or in any part of the Apartment which may overload or impair the floors, walls or roofs thereof or cause any cancellation, invalidation or non-renewal of the insurance policies of the Apartment, e.g. petroleum products or poisonous materials;

- (f) Use surge suppressors/voltage regulators for sensitive electrical/electronic equipment and appliances as Management assumes no responsibility or liability for any damage, loss or injuries arising thereof in his Parcel; and
- (g) Not permit any child below the age of Twelve (12) years over whom the Resident has control, or any such child of the Resident's Guest or Visitor, to play or remain upon the Common Property/Common Area unless accompanied by an adult exercising effective control over the child, in particular the swimming pool areas, the car park areas or other areas of possible danger, risk or hazardous to children.

2.9 ANIMALS AND PETS

No animals or pets which cause a nuisance to any other Resident or which may be dangerous to the safety or health of any other Resident shall be allowed to be brought into or kept by the Resident and/or his Personnel in any Parcel or in any part of the Apartment. The Management reserves the right to take whatever action deemed necessary to remove such animals or pets at the Resident's cost and expense if the Resident fails to remove such animals or pets within Three (3) days upon his receipt of a written notice from the Management to do so.

2.10 POTTED PLANTS

- (a) All potted plants in the Parcel shall be maintained in a clean and healthy condition.
- (b) No potted plants shall be placed dangerously on or near the perimeter of the Parcel as they may fall and cause injury to people or damage to the property below.
- (c) All potted plants shall be placed in containers so as to prevent the dripping of water or soil onto other Parcels or the Common Areas/Common Property thus causing a nuisance or posing a danger to others.
- (d) All containers for potted plants and/or other purposes shall be frequently emptied of stagnant water or treated to prevent the breeding of mosquitoes.

2.11 REFUSE DISPOSAL

- (a) The Resident shall ensure that all refuse shall be properly separated, securely wrapped or sealed in non-porous polythene or plastic bags and placed properly into the bin(s) provided in the refuse chambers located within the Apartment in accordance with the latest applicable recycling rules, regulations and guidelines of the relevant State or the local authority. All wet refuse should be thoroughly drained of any liquid and care should be taken to prevent dripping on any part of the Common Areas.
- (b) No rubbish, rags or any other refuse shall be left at the Common Areas or thrown through or out of the door or windows of the Parcel or Building or any part thereof except into the refuse chamber provided in or outside the Apartment.

- (c) The refuse disposal service provided by the Management is for ordinary domestic refuse and does not include disposal of heavy or bulky objects such as discarded mattresses, renovation debris, furniture, electrical appliances, packing cases etc. The Resident shall make their own arrangements at their own cost to dispose of such items.
- (d) Management reserves the right to charge the Resident in violation of this Clause for all costs and expenses incurred for any work required to remove any such refuse and/or to clean up the Common Areas.

2.12 SOLICITATION AND SALES

- (a) No soliciting of goods and services, religious or political activities, shall be allowed in any part of the Apartment.
- (b) No 'garage' or auction sale shall be held in any part of the Apartment.

2.13 IMMORAL/CRIMINAL ACT

- (a) The Resident shall not commit or allow their Personnel to commit any immoral/criminal act in the Parcel or in any part of the Apartment.
- (b) The Resident shall not allow their Personnel who commits any act which may pose a danger to other Residents to reside in the Parcel or remain in any part of the Apartment.

2.14 NOTIFICATION TO MANAGEMENT

- (a) The Resident shall be responsible for and shall give prompt notice to Management of any damage or defect in the water pipes, sewers, gas pipes, electrical installations or in any part of the Apartment which comes to his knowledge.
- (b) The Resident shall also notify Management of any violation of the provisions herein by any other parties which comes to his knowledge.
- (c) In the event the Resident fails to maintain his Parcel in the manner herein required, The Management shall have the right after giving notice to the Resident, to take any appropriate action to enforce compliance of the provisions herewith and all the cost and expenses arising therefrom shall be borne by the said Resident.

2.15 INSURANCE FOR INDIVIDUAL PARCEL

Residents are advised to take up appropriate insurance policies of their Parcels against theft, fire, vandalism and other losses and damages caused by others or natural disasters and against public liability.

3.0 OBLIGATIONS BY OWNERS/RESIDENTS

3.1 CONTRIBUTORY OBLIGATIONS

3.1.1 MAINTENANCE ACCOUNT

3.1.1.1 Owner's Legal Obligation to Pay into the Maintenance Account

The Owner is legally obliged to pay into the Maintenance Account for the management and maintenance of the Common Property and for all other services provided by the Management.

3.1.1.2 Composition of the Maintenance Account

The Maintenance Account shall comprise Service Charges, Insurance Premium(s), Quit Rent, Water Charges, Sewerage Treatment Charges, Late Payment Interest and any other obligatory cost of the Management including but not be limited to whatsoever charges, fines, levies, penalties, damages, cost of damage to Common Property, deposits, or whatsoever actual or expected general or regular expenditure necessary to be incurred by the Management to ensure compliance of all the provisions herein stated.

3.1.1.3 Utilisation of the Maintenance Account

The Management shall hold the Maintenance Account in a bank account registered in the name of the Joint Management Body/Management Corporation with a bank or financial institution to be used solely for the actual or expected general or regular expenditure necessary in respect of the following matters:

- (a) to maintain the Common Property in good condition;
- (b) to pay for the cleaning services, security services and amenities of the Apartment;
- (c) to pay for the Master Fire Insurance Premium or any other insurance approved by a special resolution in a general meeting;
- (d) to comply with any notice or order given by the local authority;
- (e) to carry out minor painting on the Common Property;
- (f) to carry out inspections, replacement or repairs of the electrical wiring systems of the Common Property;
- (g) to carry out inspections, maintenance and repair of the main water tanks;
- (h) to pay rent and rates, if any;

- (i) to pay for the auditing fees and all reasonable charges incurred for the administration of all accounts held by the Management;
- (j) to pay the fees for the appointed managing agent;
- (k) to pay the allowances and other expenses of the Management Committee and/or Sub-Committee members according to such rates as may be approved by the Commissioner and subject to approval at an AGM;
- (l) to pay the expenses for procuring services of consultants, legal fees and/or other costs incurred in the performance of the duties and power by the Management; and
- (m) any other expenses relating to the Management and maintenance of the Apartment as the Management deems necessary.

3.1.1.4 Master Fire Insurance Premium

(a) Coverage

The Apartment is covered by a Master Fire Insurance Policy.

(b) Computation of Payment

Owners are responsible for the payment of the said insurance premiums according to the provisional Share Units (which is the Share Value allotted to a Provisional Block shown in an approved Strata Plan) of their Parcels.

(c) Billing

Management shall bill all Owners proportionately as contributions to the Maintenance Account for the renewal of the said Insurance Policy.

3.1.1.5 Compromise of Master Fire Insurance Coverage

Owners/Residents shall not do, or permit or allow to be done anything whereby the Master Fire Insurance Policy may become compromised or void or voidable or the premium may be increased failing which Owners/Residents shall pay to the Management on demand all sums incurred by way of increased premiums and all other expenses incurred by the Management as a result of any non-observance above by the Owners/Residents.

3.1.1.6 Quit Rent

Management shall bill all Owners the Quit Rent for their Parcels based on the provisional Share Units.

3.1.1.7 Cost for Making Good Damaged Property

(a) No Recourse to Insurance

In the event that damage is caused to the structure of the Common Property and/or the Building in circumstances beyond the Management's control and the Management is unable to have recourse to insurance, the Owners shall upon demand by the Management contribute to the costs and expenses incurred in making good the said damages including any interest accrued thereon.

(b) Computation of Cost Sharing

The contribution to be borne by the Owner of each Parcel shall be calculated by dividing the Share Units of the said Parcel by the total Share Units of all the Parcels comprised in the said Building multiplied by the total costs and expenses so incurred.

3.1.2 SINKING FUND ACCOUNT

The Owner is legally obliged to contribute to the Sinking Fund which shall be used solely for the actual or expected capital expenditure necessary in respect of the following matters:

- (a) the painting and repainting of any part of the Common Property;
- (b) the acquisition of any movable property for use in the Common Property;
- (c) the renewal or replacement of any fixtures or fittings and any movable property comprised in any Common Property;
- (d) the upgrading and refurbishment of the Common Property; and
- (e) any other capital expenditure as the Management deems necessary.

3.1.3 PAYMENT DEADLINE

Invoices for charges to the Maintenance Account and contribution to the Sinking Fund Account are issued by the Management to Owners at the beginning of each calendar quarter which specify the charges and contribution payable for each month in that quarter. Upon receipt of the invoice, Owners may opt to pay their charges and contribution for the entire quarter or for each individual month as it comes due. In either case, payment shall be due and payable to the Management at the expiry of thirty days (30) for each individual month as it comes due without any set-off or counter claims in all circumstances. Date of receipt of the invoice by the Owner is classified as three (3) working days from the date of invoice.

Any dispute in relation to the standard of services or facilities provided by the Management shall not be used as a basis for delay or non-payment of the invoice.

3.2 OTHER OBLIGATIONS

3.2.1 OBSERVANCE AND COMPLIANCE OF BY-LAWS

- (a) The Owners/Residents shall observe and comply with all the By-Laws herein contained and in force for the time being or such other By-Laws as shall be imposed from time to time by the Joint Management Body/Management Corporation.
- (b) Owners/Residents hereby undertake to ensure that all their Personnel shall observe and comply with all the By-Laws herein provided and shall indemnify the Management and/or other Owners/Residents against any loss, damage, costs and expenses in respect of any demands, actions, claims, proceedings, whatsoever and howsoever arising from the non-observance and non-compliance of the said By-Laws whether by himself or his Personnel.
- (c) The Owner shall be liable for all losses and damages occasioned by any Tenant/Lessee of his Parcel and shall fully indemnify the Management on demand against all such losses and damages.
- (d) In the event of any breach of these By-Laws by the Tenant/Lessee, the Owner shall, at the request of the Management as deems necessary, invoke his powers under the tenancy/lease agreement with the Tenant/Lessee to secure observance of the By-Laws, including giving notice of termination of the tenancy/lease.
- (e) If the said breach occurs repeatedly and persistently, Management reserves the right to take appropriate remedial action against the Owner including the levy of a fine which shall not exceed Ringgit Malaysia Two Hundred (RM200) per incident or any other amount as determined by the Management from time to time by resolution at a general meeting and such fines shall be deemed as a contribution to the Maintenance Account.
- (f) The Management shall be empowered to levy any fines and penalties as determined by the Management from time to time by resolution at a general meeting on any of the Owners'/Residents' Personnel and/or Tenant/Lessee in respect of any breach of the By-Laws herein contained and such fines shall be deemed as contribution to the Maintenance Account.

3.2.2 OBLIGATION OF NOTICES AND SELF-UPDATE

Each Owner/Resident shall be responsible to regularly update himself on the latest By-Laws, legislation, policies and activities of the Apartment as displayed on the notices/bulletins on the community notice boards and/or as published on the community web site (www.horizonresidence.com.my).

3.2.3 OBLIGATION TO ATTEND MEETINGS

All Owners/Residents are encouraged in their best interests, either in person or via proxy, to attend all the general meetings called by the Management from time to time after having been notified of the same for the benefit of all, and in particular to attend the Annual General Meetings.

4.0 COMMON AREA AND COMMON PROPERTY

4.1 NOTICES

- (a) The Owner/Resident shall observe and update himself on the latest notices put up in the Common Areas, notice boards and/or email of the Apartment by the Management.
- (b) No advertisements, circulars or notices shall be posted in any part of the Apartment without prior written approval of the Management. If the Management's approval is obtained, posting shall be on the Management's notice boards only.

4.2 PROHIBITION OF OBSTRUCTION/NUISANCE IN COMMON AREA

- (a) All the Buildings and Common Areas of the Apartment shall be kept clean and accessible at all times. Neither Residents nor their Personnel shall cause any obstruction in, on or to the approaches or passage ways adjacent or leading to any part of the Apartment by leaving or parking or permitting to be left or parked any vehicle, equipment, goods or material whatsoever belonging to or used by the Resident or any of their Personnel.
- (b) The sidewalks, passages, lobbies, stairways and common corridors must not be obstructed at any time or used for any purpose other than their designated use only. Personal property of whatsoever description (including footwear, bicycles, roller skates, skate boards, children's riding toys etc.) shall not be placed, stored or left in any part of the Common Areas.
- (c) Games, sports or activities which may pose a danger or nuisance to other persons or properties shall not be allowed in the Common Areas.
- (d) No altars of worship or any other form of projections shall be affixed, nor any other form of obstruction be placed, on the stairways or any part of the Common Areas.
- (e) Management reserves the right to remove, with prior consultation, any of the obstructions at the cost of the Resident, however, shall not be responsible or liable for any damage or loss in whatsoever nature suffered by the Resident arising from such removal.

4.3 COMMON PROPERTY IN COMMON AREA

- (a) Common Property such as furniture, furnishings, fire-fighting equipment, fixtures and fittings in the Common Areas have been provided for the safety, comfort and convenience of all Residents and shall not be altered, tampered with, damaged, misused or removed from their original locations.
- (b) No person shall pluck, cut or dig up any plants or flowers in the Common Areas which are maintained for the enjoyment of the Residents and the enhancement of the aesthetic value of the Apartment.

- (c) The Resident shall be liable for all costs and expenses incurred by Management to repair, replace or restore any or whatsoever damage to the Common Property howsoever caused by him or his Personnel.

4.4 EXTERNAL FAÇADE OF THE BUILDING AND EXTERNAL INSTALLATION

- (a) No renovation works of any Parcel shall affect the exterior façade of the Building, unless with the prior written approval of the Management.
- (b) No external installations (radio or television aerial, satellite dish or similar equipment or air-conditioner unit) shall be affixed to the external part of any Parcel or any part of the Apartment unless with the prior written approval of the Management. No visual communication in any form (show-board, placard, name-plate, signboard, advertisement, notice or emblem of any description) shall be affixed, inscribed or exhibited by any means on the door thereof, and no projection of any description shall be extended through any external door/window/balcony of the Parcel.
- (c) Unless and except with the written consent of Management and under the direction of Management or its representative or agent, no machinery of any description or mechanical, scientific or electrical apparatus except radio and television receiving sets (with indoor aerial), and the usual domestic electrical apparatus properly fitted with approved voltage regulations/surge suppressors against electrical interference to other Residents shall be erected within or affixed to any Parcel or any part thereof.
- (d) No clothes, rugs, other textile items, mops, brooms or anything else shall be hung, stored or placed on or in any clearly visible part of a Parcel, or infringing onto the Common Areas. Such items shall be hung or placed in the yard provided with minimal sight from the view of other Residents. Clothes should not protrude over the balcony or through the windows, yards or roofs of the Parcel.
- (e) No defacing of or damage to or within any part of the Common Property (including but not limited to the external façade of the Building) shall be permitted.
- (f) The Resident shall ensure the installation of security grilles in his Parcel does not cause any damage to the Common Areas and shall further upkeep and maintain the security grilles so as to prevent rust staining the façade of the Building.
- (g) Care shall be taken by the Resident when cleaning balconies, yards and/or areas adjoining the external walls of the Parcel so as to prevent water from running down the exterior of the Building or into other Parcels.

4.5 LIFTS

- (a) Smoking in the lifts is strictly prohibited.
- (b) No person shall wear any wet bathing suit, wet clothes or drink or eat in any lift or carry any item that may wet, stain or otherwise soil the lift or any part thereof.
- (c) With the exception of wheel chairs, no motorised form of transport shall be permitted in the lift.

- (d) No person shall tamper with any of the lift controls.
- (e) In the event of a power failure, fire or other emergencies, only the stairways MUST be used to vacate the premises.
- (f) The Resident must inform the Management of any relocation of heavy or bulky items requiring the use of the lifts at least Five (5) working days in advance so that proper arrangements can be made to minimise any inconvenience caused to other users.
- (g) Any damage caused to the lift wall, door, ceiling or flooring due to an act of vandalism or negligence by the Resident or their Personnel shall be assessed by the Management, and the cost of repair and/or replacement shall be charged to the Resident accordingly.

4.6 SMOKING

No smoking of cigarettes, cigars, vaping or the like shall be allowed in the Common Areas of the Apartment unless in the approved designated Common Areas.

4.7 MAINTENANCE AND REPAIRS OF THE COMMON PROPERTY

- (a) All maintenance, repairs, replacement and services provided in or to the Common Property shall be performed by the Management or their approved contractors who have undergone a tender or procurement process.
- (b) Where any maintenance, repairs, replacement and services are necessitated by the negligence, misuse or neglect of a single person or group of persons, the cost and expense shall be borne by the said person or the group of persons only.
- (c) Notwithstanding the duty of the Management to maintain and manage the Common Property, the Management shall not be held liable to the Owner/Resident or his Personnel for any damage, injury or death arising therefrom.

5.0 COMMON FACILITIES

5.1 GENERAL RULES

5.1.1 EXCLUSIVE USE BY RESIDENTS ONLY

Except where expressly permitted otherwise, all Common Facilities in the Apartment are intended for the exclusive use by the Residents and/or their authorised Personnel only.

5.1.2 GUESTS

- (a) The Resident is permitted to bring in Guests for the use of any of the Common Facilities subject to any limitation specified herein.

- (b) The Resident shall ensure that his Guests comply with all the rules and regulations which govern the use of the Common Facilities.
- (c) The Resident is responsible for his own safety and that of his Guests and his charges and is advised to accompany them when using the Common Facilities.

5.1.3 CHILDREN

Children under the age of Twelve (12) years shall not be allowed to use any of the Common Facilities unless accompanied by their parent(s) or other authorised adult(s) who shall be responsible for their safety.

5.1.4 CONTRACTORS AND WORKMEN

- (a) Contractors and Workmen of the Resident that shall include his repairmen, building service providers and drivers are not permitted to use the Common Facilities, with the exception of the designated areas.
- (b) They are only allowed to buy food and beverages from Horizon's Café and MUST ONLY consume it within the premises that they are working within or at the designated area provided for them.

5.1.5 IDENTIFICATION

The Management may require any person using any of the Common Facilities to identify himself/herself if necessary.

5.1.6 RESTRICTIONS

- (a) Every person after using the Common Facilities shall switch off all lights, fans and air-conditioners (if any) at the said premises of the Common Facilities.
- (b) Certain conditions and/or restrictions shall apply to the use of specified Common Facilities for the safety of children and/or to minimise any annoyance or inconvenience that may be caused to Residents and/or other lawful users. (Please refer to the provisions set out hereinafter governing the use of these facilities for relevant conditions and/or restrictions).
- (c) The Management reserves the right to add, amend, alter, vary or change without notice any of the rules and regulations for the use of any of the Common Facilities at any time deemed necessary for the safety and common enjoyment of the same.

5.1.7 CLOSURE OF FACILITIES

- (a) The Management reserves the right to add to, remove or substitute any of the Common Facilities from time to time as it deems fit and in particular if such facilities are rarely used by Residents or abandoned.
- (b) The Management shall notify Residents in the event of the closure of any of the Common Facilities for repairs or routine maintenance.

5.1.8 BREACH AND PENALTY

- (a) The Resident shall be fully responsible for any damage to the Common Facilities or any equipment thereof caused by him or his authorised Personnel.
- (b) Any person found in breach of any of the rules and regulations governing the use of the Common Facilities may be asked to leave the facility premises by the Management or its authorised representatives.

5.1.9 DISCLAIMER AND INDEMNITY

- (a) Residents and their authorised Personnel use the Common Facilities at their own risk.
- (b) The Management, its agents and/or employees shall not be held liable in any manner whatsoever for any injury to or death of any person in the use of the Common Facilities or for any loss, theft, damage or other misdemeanour to the personal belongings of the Residents, their authorised Personnel or any other users of the Common Facilities failing which the party at fault shall indemnify the Management in due course.

5.2 SWIMMING AND WADING POOLS

- (a) The swimming pool is open from 06:00 to 22:00 hrs daily and the wading pool is open from 08:00 to 20:00 hrs unless otherwise notified by the Management. The use of the pools is strictly prohibited outside these hours.
- (b) The use of the wading pool shall be confined to children under the age of 12 years who must be accompanied and supervised by an adult at all times.
- (c) No swimming shall be allowed during chemical treatment and cleaning hours of the pools.
- (d) All users of the pools are advised to leave the pools during thunderstorms, rain, and lightning or under any life threatening or emergency situations or circumstances in their own interest.
- (e) All users must shower before entering the pools.
- (f) Proper swimming attire must be worn by all users of the pools at all times.

- (g) No recreational objects shall be utilised in the pools in a manner which may cause annoyance or nuisance to other users of the pools.
- (h) No diving is allowed in the pools.
- (i) No shoes, slippers, food and drinks are allowed within 3 feet from edge of the pools.
- (j) Glassware, breakable and other harmful objects (such as hair pins, curlers, safety pins, bobby pins etc.) are not allowed in and around the pools.
- (k) No pets shall be allowed in the pools or the surrounding areas.
- (l) Portable radio/cassette players are permitted in the pool areas provided the volume is controlled and does not annoy other users around the pools.
- (m) No horseplay, running, pushing, ball games or any other activities which are deemed hazardous or may cause excessive noise or are likely to affect the enjoyment of other users are permitted in/around the pools.
- (n) Spitting or any unhygienic acts in or around the pools or deck are prohibited.
- (o) Smoking in the pools is strictly prohibited.
- (p) No person who is under the influence of liquor, drugs or any other form of intoxicating matter or substance shall use the pools.
- (q) No person suffering from any infections, communicable or contagious diseases or with bandages or open wounds of any type shall use the pools.
- (r) The Management reserves the right to expel any person found disobeying the rules and regulations or endangering the safety of himself or other persons from the pools.
- (s) The Management shall not be responsible for any loss of and/or damage to the personal property left in the bathrooms or in any other parts of the Apartment.
- (t) The Management hereby declares that NO LIFEGUARDS will be employed or stationed at the pools. Every user of the pool is responsible for the safety of himself and his authorised Personnel. The Management, its agents or employees shall not be held liable in any manner whatsoever for any injury to or death of any person caused during the use of the pools.

5.3 CHILDREN'S PLAYGROUND

- (a) The Resident may use the playground from 08:00 – 20:00 hrs daily unless otherwise notified by the Management.
- (b) Children below the age of 12 years must be accompanied and supervised by an adult who shall be responsible for their conduct and safety.
- (c) No food or drink is permitted in the playground.

- (d) No littering is allowed. All litter must be deposited in the designated refuse bins.
- (e) No horseplay, throwing of items is allowed in the playground.
- (f) All equipment placed and/or installed at the playground is provided for the comfort and convenience of Residents and therefore shall not be damaged, removed or altered.
- (g) Any object with sharp edges or potentially harmful is strictly prohibited at the playground.
- (h) Any use of the equipment at the playground shall be at the Resident's own risk.
- (i) The Management, its agents or employees shall not be held liable in any manner whatsoever for any loss of or damage to any property or injury or death of any person in use of the playground.

5.4 GYMNASIUM

- (a) The Gymnasium will be opened from 06:00 – 23:00 hrs daily unless otherwise determined by the Management from time to time. The Management may at any time close the Gymnasium for any valid reason such as for maintenance purpose.
- (b) Residents are advised to accompany their Guests when using the Gymnasium. If there are multiple users, Residents shall be considerate and exercise courtesy to ensure that priority for the use of the equipment therein is given to Residents over their Guests, if necessary.
- (c) Children below the age of 12 years are not allowed to enter or use the Gymnasium. Children between the age of 12 and 16 years must be accompanied and supervised by an adult at all times.
- (d) Users of the Gymnasium are to be appropriately attired with shorts, track suits, t-shirts with or without sleeves or leotards. Only non-marking rubber-soled shoes are allowed in the Gymnasium. Footwear such as boots, high heeled shoes, spiked shoes, leather-soled shoes or sandals shall not be worn in the Gymnasium.
- (e) No smoking, consumption of alcohol, liquor or eating is permitted in the Gymnasium.
- (f) All equipment in the Gymnasium shall be used for its specified purpose and no equipment is to be taken out of the Gymnasium. All equipment must be returned to its original position/location after use. Users shall ensure that the Gymnasium room and all the equipment therein are kept clean and tidy after use.
- (g) Any person found in breach of any By-Laws herein may be asked to leave the Gymnasium by the Management or their authorised representatives.
- (h) Residents who wish to use the Gymnasium are advised to consult their physician. Management will not be held liable in any manner whatsoever for any loss or damage to any property, mishap, injury or death caused to any person in the use of the Gymnasium.

5.5 TENNIS COURT

- (a) The court is open from 07:00 to 22:00 hrs daily unless otherwise notified by Management.
- (b) The court shall only be reserved by Residents in person on a “first-come-first-served” basis at the guardhouse OR by contacting the Management Office during its operating hours (09:00 – 17:30 hrs) from Monday to Saturday.
- (c) Bookings shall be made at a minimum of Twenty-Four (24) hours in advance (e.g. booking for Wednesday must be made no later than the preceding Tuesday). The reservation shall be cancelled if the person making it fails to turn up after a Ten (10) minutes grace period at which time the court shall be allocated to the next applicant who is present.
- (d) Bookings shall only be made for a maximum of Two (2) hours per day in half-hourly, hourly, one and a half or two-hour sessions per day.
- (e) The maximum number of Guests per Parcel who may use the court shall not exceed Four (4) at any time.
- (f) Guests shall only use the court when accompanied by Residents who shall ensure that their Guests comply with all the rules and regulations contained herein.
- (g) All players shall be properly attired.
- (h) Any person found in breach of any By-Laws herein contained may be asked to leave the court by Management or its authorised representatives.

5.6 BBQ AREA

- (a) The BBQ Area may be reserved by the Resident for holding private functions between 10:00 to 22:00 hrs during weekdays and 23:00 hrs during weekends/public holidays for a maximum of One (1) day per function only or for such duration as may be permitted by Management.
- (b) Reservations for the use of the BBQ Area must be made by the Resident at the Management Office at least Forty Eight (48) hours in advance.
- (c) All reservations shall be on a “first-come-first-served” basis. Management reserves the right not to permit any reservation if deemed necessary by giving specific reason(s).
- (d) The charges for the rental of the BBQ Area (if any) shall be determined from time to time by Management and it shall be payable upon confirmation of the reservation.
- (e) A refundable deposit as shall be determined from time to time by Management shall be paid when making a reservation to ensure that the BBQ Area is left in a clean and satisfactory condition after use. The costs of cleaning and additional charges, if any, shall be deducted from the deposit and the balance, if any, shall be refunded to the Resident making the reservation. In the event that the cost of cleaning and/or making good any damage exceed the deposit, the Resident shall pay the additional amount.

- (f) The BBQ Area shall NOT be closed to other Residents for the duration for which it is reserved.
- (g) No user of BBQ Area for a function shall do anything which may become a nuisance or annoyance or inconvenience of whatever nature to other Residents, and no user shall create any noise of whatsoever description likely to interfere with the quiet, peaceful and lawful enjoyment of other Residents or any lawful occupier or any person lawfully using the Common Areas.

5.7 GARDEN/LANDSCAPING

The common gardens and soft landscape is aesthetically designed for the common enjoyment of all Residents within the Apartment. Neither Resident nor his Personnel shall damage any part of the garden/landscaped area (e.g. the grass areas, flower beds, garden trees, footpaths and drains) by whatsoever ways (e.g. by vehicles, machines, tools or objects of any description or usage as playing field) failing which all the costs and expenses incurred by the Management to repair or make good the same shall be fully borne by the Resident.

6.0 ACCESS CONTROL SYSTEM

6.1 COMMON ACCESS CARDS

6.1.1 PURPOSE

- (a) The purpose of a Common Access Card is to allow authorised Residents and non-resident Owners in possession of untenanted Parcel(s) to enter the Building wherein their Parcel is located from level 2 through electronically locked doors. It will allow access only to the block and floor level wherein the Parcel is located, for example, if the Parcel is in block B, the Common Access Card will allow entry to block B and level only but not to other levels or block A.
- (b) The Management may under specific circumstances allow for a Common Access Card to be accessible to more than one block or level, for example, if a Resident has his family members reside in separate blocks. The Common Access Card also allows entry into the Gymnasium and the changing rooms.
- (c) While the purpose of this access control system is to enhance security, it shall not in any circumstances be construed as a representation by Management that the Apartment will be free of crime or theft.

6.1.2 ISSUANCE

6.1.2.1 Application and Charges

- (a) Each Owner is responsible to apply from Management for the Common Access Card(s) for his Parcel by submitting the Access Card Application Form (Appendix 1E) and paying the charge of RM50.00 per access card which is non-refundable and subject to review by Management from time to time as it may deem necessary. One card each may be issued for each of the Owner's household members above the age of Twelve (12) years, including Owner's family member(s), maid(s) and/or driver(s) who reside at the Parcel on a permanent basis. The Management reserves the right to refuse the issuance of Common Access Card(s) until all outstanding amounts due and payable to the Management for the Owner's Parcel are fully settled.
- (b) Each Owner shall surrender the Common Access Card(s) of his Parcel in his possession to his Tenant/Lessee upon the commencement of a tenancy/lease agreement. If additional Common Access Cards are required by the Tenant/Lessee, the Owner is responsible to apply for these additional Cards failing which the Tenant/Lessee shall submit an authorised letter of consent from his Owner or Owner's authorised representative, together with a stamped copy of his tenancy/lease agreement for the said Cards to be issued. The Management reserves the right to refuse the issuance of Common Access Card(s) until all outstanding amounts due and payable to the Management for the Owner's Parcel are fully settled.

6.1.2.2 Misplaced/Lost

If a Common Access Card is misplaced or lost, the relevant Card holder shall IMMEDIATELY report the same to the Management so that the said Card can be deactivated as a safety measure to prevent unauthorised access to the Apartment. The Owner, Tenant/Lessee may apply for a new Common Access Card and a replacement fee of RM50.00 will be imposed subject to review by the Management from time to time as it may deem necessary.

6.1.3 ACCOUNTABILITY

- (a) The Owner shall be fully accountable for any fraudulent or misuse of Common Access Cards by his Personnel or his Tenant/Lessee or his Tenant's/Lessee's Personnel.
- (b) The Management reserves the right to reject, withdraw and/or repossesses any Common Access Card for any fraudulent or misuse of the Card.
- (c) For security reasons, Owners/Residents are advised not to leave their Common Access Cards unattended.

6.1.4 CANCELLATION

- (a) In the event that any Resident in possession of a Common Access Card moves out of the Parcel, the Common Access Card shall be returned to the Management for cancellation,

failing which the said card shall be treated as lost and a new charge of RM50.00 will be imposed before a new Resident can apply for a new Common Access Card.

- (b) Notwithstanding 6.1.4(a) above, the Owner who moves out of his Parcel of which he retains ownership and leaves his Parcel untenanted may retain possession of his Common Access Card so that he may continue to have unfettered access to his Parcel.

6.1.5 SUB-SALE

In the event that an Owner disposes of his Parcel, he is obligated to surrender the Common Access Cards in his possession to the new Owner and shall notify the same to Management.

6.1.6 COMMON ACCESS MASTER CARDS

The Management shall have the absolute right to issue Common Access Master Card to its authorised employee such as the Building Manager who require access to all the Buildings in the Apartment to enable him to enter all the doors of the Buildings.

6.2 MASTER ACCESS CARDS

6.2.1 PURPOSE

The purpose of a Master Access Card is to allow Residents and non-resident Owners in possession of untenanted Parcel(s), vehicular access to the Apartment grounds via the guard house and basement car park barriers to park in their own Accessory Car Bay(s) and/or Rental Car Bay(s), as well as to all the doors allowed by Common Access Cards. While the Vehicular Access Control System is intended to monitor the entry/exit of vehicles at the entrance/exit to the Apartment, it shall not in any circumstances be construed as a representation by Management that the Apartment will be free of crime or theft.

6.2.2 ISSUANCE

6.2.2.1 Application and Charges

- (a) The Owner who wishes to apply for Master Access Card shall submit to the Management the Access Card Application Form (Appendix 1E) by paying the fee of RM50.00 for each Master Access Card subject to review by Management from time to time as it may deem necessary. Owner shall apply for One (1) Master Access Card only for each Accessory Car Bay which he owns. The Management reserves the right to refuse the issuance of Master Access Cards until all outstanding amounts due and payable to the Management for the Owner's Parcel are fully settled.
- (b) If a Parcel is tenanted/leased out, the Owner of said Parcel shall hand over to his Tenant/Lessee the Master Access Card(s) that are in his possession. If the Owner is not in possession of the Master Access Card(s) for the Accessory Car Bay(s) that he owns, the

Owner is responsible to apply for those Cards for his Tenant/Lessee, failing which the Tenant/Lessee shall submit an authorised letter of consent from his Owner, or his Owner's duly authorised representative, together with a stamped copy of his tenancy/lease agreement in order to be issued the said Cards.

- (c) Owners only are permitted to rent the Rental Car Bays from the Management and may apply for Master Access Card(s) commensurate with the number of bays rented. Those Cards are to be returned to the Management upon termination of the car park rental.
- (d) The Owner of an Accessory Car Bay who rents his Bay to another Resident must hand over to such Resident the Master Access Card issued to him for the Bay and shall inform Management of this private rental arrangement.

6.2.2.2 Misplaced/Lost

If a Master Access Card is misplaced or lost, the Card Holder shall IMMEDIATELY report the same to the Management so that the said Card can be deactivated as a safety measure to prevent unauthorised access to the Apartment. The Card Holder may apply for a new Master Access Card and a replacement fee of RM50.00 will be imposed subject to review by the Management from time to time as it may deem necessary.

6.2.3 ACCOUNTABILITY

- (a) The Owner shall be fully accountable for any fraudulent or misuse of Master Access Cards by his Personnel or his Tenant/Lessee or his Tenant's/Lessee's Personnel.
- (b) The Management reserves the right to reject, withdraw and/or repossesses any Master Access Card for any misuse of the Card or violation of rules governing vehicular access and parking.
- (c) For security reasons, Owners/Residents are advised not to leave their Master Access Cards in their vehicles unattended.

6.2.4 CANCELLATION

- (a) In the event the holder of a Master Access Card ceases to rent the Bay for which his Master Access Card was issued, he must return his Card to the Management whereupon the RM50.00 deposit will be refunded free of interest on the condition that the Card is returned in good working condition, failing which said deposit shall be forfeited and deposited into the Maintenance Account. If for some other reason the card holder does not wish to use his Master Access Card, he may return it to the Management whereupon the same conditions as stated herein shall apply.
- (b) Notwithstanding 6.2.4(a) above, if an Owner who moves out of a Parcel of which he retains ownership and leaves his Parcel untenanted, the Owner may retain possession of his Master Access Card so that he may continue to have unfettered access to his Parcel.

6.2.5 SUB-SALE

In the event that an Owner disposes of his Parcel, he is obligated to surrender the Master Access Cards in his possession to the new Owner and shall notify the same to the Management.

6.3 ACCESS FOR VEHICLES OF NON-RESIDENTS

6.3.1 ENTRY OF GUEST/VISITOR

The security guards on duty shall be entitled for security and safety purposes to request that identification (e.g. driver's license) of any Guest/Visitor who is not accompanied by the Resident be left at the guardhouse before allowing his entry into the Apartment.

6.3.2 DROP-OFF AND PICK-UP ACCESS

For security and safety reasons, school buses/vans and taxi/private chauffeur cars shall only be permitted to enter the Apartment for the purpose of dropping off or picking up school children and passengers to/from the Apartment but not for undue waiting or parking for unreasonable period of time in the Apartment.

7.0 VEHICLE PARKING

7.1 USE OF CAR PARK BY OWNERS/RESIDENTS

- (a) Owners/Residents shall park their vehicles in their own Accessory Car Bays and/or Rental Car Bays only.
- (b) Non-Resident Owners who have rented out their Parcel and thus are Visitors to the Apartment shall register themselves at the guardhouse and shall park their vehicles at the Visitor Car Bays.
- (c) Residents shall ensure that no damage is caused to the fittings, fixtures or any part of the Building and or Common Property in the parking area and shall be liable for any damage caused by them and/or their Personnel.
- (d) Compliance with traffic flow and speed limit in the Common Area is mandatory for safety reasons.

7.2 RENTAL OF CAR BAYS

- (a) The Owner can apply to rent Car Bays for the prescribed period at the prescribed rental fees from the Management on the condition that there are no outstanding amount due and payable by the Owner to the Management. The rental fees, subject to appropriate changes from time to time as determined by Management, are as follows:-

Type of Rental Car Bay	Rate per Month
Designated Bay	RM100.00
Undesignated Bay	RM80.00

- (b) The rental fee is to be paid in advance. Master Access Cards for Rental Car Bays shall only be issued to successful applicants.

7.3 VISITOR'S PARKING

- (a) Visitors/Guests shall park their vehicles only at the designated Visitor Car Bays subject to availability and nowhere else including any car bays allocated to the Resident himself, unless the Resident has provided to the Management prior written notice of such permission. Residents shall ensure that their Visitors/Guests do not park in any other parking bays or other areas in the Apartment.
- (b) No commercial vehicle shall be parked in the Apartment without permission from the Management.
- (c) Visitors/Guests shall receive from the guardhouse upon entry a Visitor Pass which is to be prominently displayed on the dashboard of his vehicle at all times whilst parking within the Apartment.

7.4 PARKING FOR RESIDENT'S PERSONNEL

- (a) Vehicles belonging to Resident's Personnel who are not Visitors/Guests are not permitted to be parked in the Visitor Car Bays as it deprives legitimate Visitors from the use of such space.
- (b) In the event of non-compliance of 7.4(a) above, the Management reserves the absolute right to take such actions as it deems necessary against the Resident (who shall be responsible and liable for the actions of his Personnel) including levying a fine on the Resident of a sum not exceeding Ringgit Malaysia One Hundred (RM100.00) only. The Management shall be entitled to have the offending vehicle towed away or wheel clamped without prior notice at the Resident's own expense, for such period as the Management deems appropriate until the said fine as may be imposed by the Management is paid in full by the Resident.
- (c) The Management shall not be responsible or liable in any manner whatsoever for any inconvenience or injury suffered by Resident or his Personnel arising from action referred to in 7.4(a) and (b) above, or for any damage caused to the vehicle and/or the contents therein or any loss howsoever sustained.
- (d) Resident's Personnel should not allow their vehicles to cause obstruction e.g. by blocking others' car bays, driveways and doorways.

7.5 ADMINISTRATION OF PARKING AREA

7.5.1 PROHIBITED PARKING AREAS

All areas within the Apartment are prohibited parking areas except the proper designated car parking bays in the car parks. A Resident whose designated car parking bay has been wrongfully occupied by other's vehicle shall make a report to the Management so that appropriate action(s) may be taken against the offender.

7.5.2 WHEEL CLAMPING, TOWING AND CHARGES

Any unauthorised vehicle found parking within the Apartment or any authorised vehicle found parking outside the proper designated parking bay or at the parking bay of other Owner or causing vehicular obstruction by parking indiscriminately at the designated parking bay or left unattended at the car wash area for more than 30 minutes shall be towed away or wheel clamped at the vehicle owner's expense without prior warning. The Management is not liable for any damage caused to the defaulting vehicle. The wheel clamp shall only be released after payment of a release charge of RM50.00 and/or a holding charge of RM50.00 per day to the Management which shall be deposited into the Maintenance Account and subject to appropriate changes from time to time as determined by the Management.

7.5.3 GLUING OF WARNING NOTICE

Notwithstanding 7.5.2 above, any unauthorised vehicle found parking within the Apartment or any authorised vehicle found parking outside the proper designated car parking bay or at the parking bay of another Owner may have a warning notice glued on the windscreen of the defaulting vehicle. The Management is not liable for any damage caused to the defaulting vehicle.

7.5.4 WASHING OF VEHICLES

Washing of vehicles shall be carried out in the area designated for this purpose save for the damp wiping of vehicle at their car bays which should not wet the floor or the adjacent vehicles. There shall be no washing outside the designated car wash area. Resident shall not park his vehicle at the car wash bay and leave it unattended for more than 30 minutes, otherwise the vehicle shall be clamped or towed away under 7.5.2 above.

7.5.5 CAR REPAIRS

No major repairs shall be carried out on any vehicle parked in the Apartment. "Major repairs" shall include repairs involving excessive noise, fumes, spillage of oil or use of chain blocks or other medium/heavy duty weight lifting structures/equipment.

7.5.6 DAMAGE, THEFT OR LOSS OF VEHICLE

Every vehicle is parked at the vehicle owner's risk and the Management accepts no responsibility for any theft, damage or other misdemeanour to the vehicle or the contents therein whilst parked at the designated car park and/or any part of the Apartment.

7.5.7 ADDITIONAL STRUCTURES ON CAR PARKING BAY

No additional building or structure of any form shall be erected on any car parking bay in the Apartment.

7.5.8 CLEANLINESS OF CAR PARK

Every Owner/Resident shall ensure that he does not leave any form of equipment, vehicle spare parts/components, discarded material, rubbish or litter at any time in the car park.

7.5.9 SPEED LIMIT

Driving within the Apartment shall be done with caution and courtesy at a speed not exceeding 25 km/h.

7.5.10 CAR ALARMS

All car alarms shall be well maintained so that there will not be any false alarm causing nuisance or annoyance to other Residents. If false alarms do become too frequent and cause a great nuisance to other Residents, the Management shall be entitled to deactivate the Master Access Card of the Resident concerned and bar the vehicle from entering the Apartment until such time as the car alarm is repaired.

7.5.11 OVERNIGHT PARKING OF VISITOR'S VEHICLE

Owners/Residents whose Guest/Visitor needs to park their vehicle overnight for limited periods may be allowed upon application to the Management to utilise Visitor Car Bays subject to availability. The Management may from time to time determine a reasonable charge for overnight parking at the Visitor Car Bay.

7.5.12 MOTORCYCLES

Motorcycles shall be parked at the designated parking bays only and shall not be parked or left in any other areas failing which 7.5.2 and 7.5.3 above shall apply.

7.5.13 DERELICT CARS

Every Owner/Resident is responsible to maintain the aesthetic value of the Apartment by ensuring that no derelict car is parked at his designated car bay. Any derelict car shall be towed away from the Apartment at the car owner's cost after the serving of a Seven (7) day notice by the Management. The Management shall not be held liable for any damage, loss or theft of the vehicle and its contents therein.

8.0 REPAIRS, ALTERATIONS AND RENOVATIONS

8.1 PRELIMINARIES

8.1.1 DEFINITIONS

MINOR RENOVATION

Minor Renovation work shall be defined as any type of renovation work, general maintenance or repairs that exceeds a period of Two (2) Days but do not exceed a maximum of One (1) Month and which may involve some minor hacking and drilling but excluding any wet construction work.

MAJOR RENOVATION

Major Renovation work shall be defined as any type of renovation work involving one or more of the following: hacking, drilling, wet construction work, electrical, wiring, plumbing, carpentry, ironmongery etc. that exceeds a period of One (1) Month up to a maximum of Six (6) months.

EXCEPTIONAL MAJOR RENOVATION

Any planned renovation exceeding Six (6) months is considered exceptional and may be considered on a case by case basis. Additional terms and conditions and charges may be imposed.

8.1.2 RENOVATION PROCESS

The end-to-end Renovation Process Flow Chart is appended herein as Appendix 3.

8.2 PRE-RENOVATION

8.2.1 PERMITS AND APPROVALS FROM THE AUTHORITIES

The Owner shall obtain all the requisite permits, approvals, exemptions or waivers from all the relevant authorities and shall comply with all laws, orders, rules, regulations and by-laws

in connection therewith before the commencement of any renovation work. A copy of any such permits, approvals, exemptions or waivers and applications thereof shall be appended to any application submitted to the Management pursuant to 8.2.2 herein below.

8.2.2 APPLICATION TO THE MANAGEMENT

8.2.2.1 Conditions of Application

The Owner shall:

- (a) have no payments past due and owing to the Management; AND
- (b) obtain written approval from the Management prior to the commencement of any renovation work by submitting a completed Renovation Application Form (1F) which shall include but shall not be limited to the following:
 - i. Owner's details;
 - ii. Details of work to be carried out;
 - iii. The documentation as set out in 8.2.1 herein above;
 - iv. Proposed designs, plans and layouts highlighting in detail the demolition of existing brick walls and erection of new brick/dry walls;
 - v. Detailed technical specification of the work including details of routing of new wiring, plumbing and air-conditioner piping/wiring and placement of new air-conditioning compressors;
 - vi. Schedule and milestones;
 - vii. Insurance and Indemnity;
 - viii. Contractors' and Workmen's details;
 - ix. Renovation Application Form duly signed; and
 - x. The Requisite Renovation Deposit.

8.2.2.2 Insurance and Indemnity

- (a) The Owner and his Contractor are advised to take out appropriate insurance scheme.
- (b) The Owner and his Contractor shall indemnify and hold harmless the Management and the Owners of all adjacent Parcels against any loss, damage, actions, proceedings, claims, costs, expenses and demands howsoever arising out of the work carried out pursuant to his renovation.
- (c) All foreign workers are to be insured under an approved insurance scheme to cover personal accidents and repatriation expenses.

8.2.2.3 Limitation and Extension of Renovation Period

- (a) A renovation permit will be issued for a maximum period of Six (6) months to limit the inconvenience caused to other Residents in particular the Residents of the adjoining Parcels. It is the Owner's responsibility to ensure that their Contractors have the capacity and capability to complete the project within the agreed renovation schedule.

- (b) The Owner may, if necessary, apply for an extension to the original approved renovation schedule in which event the following will take place:
 - i. A meeting will be held with the Building Manager to discuss the request;
 - ii. If the circumstances are deemed to be unavoidable, the extension will be granted based on condition that the Owner agreeing to pay a current charge of RM150.00 per day up to a maximum period of Thirty (30) working days;
 - iii. A second extension will only be granted if there are extenuating circumstances and written approval is sought from the Management and is granted on a current charge of RM300.00 per day for a maximum period of Thirty (30) working days.

8.2.3 APPROVAL PROCESS

8.2.3.1 Review of the Renovation Application

- (a) The Management shall process the Renovation Application Form within Fourteen (14) working days from the date of their receipt thereof.
- (b) The Management reserves the right to grant or refuse approval for any application made but such approval shall not be unreasonably withheld.
- (c) No renovation work shall be allowed to commence without prior approval from the Management and the payment of the prescribed Deposit.
- (d) The endorsement or approval of the Management for any works shall not constitute an approval of any of the appropriate governmental authorities. Owner shall bear full responsibility for ensuring strict compliance with all laws, by-laws and all others relevant legislations, rules, regulations, orders and guidelines in force in Malaysia.
- (e) The Management may also at its sole and unfettered discretion request the Owner to obtain prior written approval from any relevant authorities and/or any necessary certifications from any professional engineers/architects as legally required at the Owner's own cost and expenses.

8.2.3.2 Refundable Renovation Deposit

- (a) Upon approval of the application, the Owner shall pay a refundable Renovation Deposit (currently RM1,000.00 for Minor Renovation and RM3,000.00 for Major Renovation). Mere acceptance of the Deposit shall not in any way be construed as a waiver of the Owner's obligations to comply with any provisions herein.
- (b) The deposit shall be refunded free of interest to the Owner upon completion of all the renovation works and the cleaning and making good of any damage to the Common Areas or any part thereof to the satisfaction of the Management.

- (c) In the event the aforesaid cleaning and/or damage is not carried out or made good to the satisfaction of the Management by Owner or his Contractor within the stipulated period after notification to Owner by the Management, the Management shall proceed to take such actions as it deems necessary to make good such cleaning and/or damage. All costs and expenses arising therefrom shall be deducted from the Renovation Deposit and Owner shall be liable for the excess if the costs and expenses incurred exceed the said Deposit sum.
- (d) An administrative fee may be imposed by the Management onto the Owner if the Management has to consult various consultants for comments or opinion for such renovation works.
- (e) In the event any penalties or other deduction shall have been deducted from the Renovation Deposit, the Owner shall top up the shortfall of the said Renovation Deposit within Seven (7) days from the date of his receipt of a written notice from the Management which shall be delivered to the Owner OR his Parcel's mail box OR any of his Contractors or Workmen performing any of the Renovation Works failing which the Management may in its sole discretion and unfettered discretion require the Renovation Work to be stopped or suspended.

8.2.3.3 Pre-Renovation Inspection

The Owner and the Management shall jointly inspect the Common Areas surrounding the said Parcel and take relevant photographs of any existing defects for reference prior to the commencement of the renovation works. Thereafter, a notice to inform the neighbouring Residents of the planned renovation works shall be displayed. Protective coverings for floors and walls in the Common Areas and lifts shall also be inspected and approved.

8.2.4 Renovation without Approval

In the event that:

- (a) any work is carried out without the Management's consent; or
- (b) any work is carried out without any permit or license from the appropriate authority; or
- (c) any work carried out is not disclosed to the Management; or
- (d) any work carried out shall not be in accordance with the Management's approval; or
- (e) any work carried out shall not be in accordance with any of the provisions herein

The Management shall have the sole and absolute discretion to stop such work or to prohibit the Contractors from entering the Apartment until such time the Owner has obtained the requisite consent from the Management and the appropriate authority. The Management shall not be liable for any claims, fines or penalties that may arise from such work stoppage. The Owner shall make good any damage to the building's structure within and outside the Parcel and such costs shall be borne by the Owner or deemed to be a debt due by the Owner to the Management. For the avoidance of doubt, any stoppage of works hereunder shall not form grounds of any application for an extension of time for completion of the Renovation Works.

8.3 DURING RENOVATION

8.3.1 KICK-OFF BRIEFING/MEETING

The Renovation will commence with a kick-off briefing/meeting between the Management, the Owner and the Owner's Contractor.

8.3.2 WORKING HOURS AND SCHEDULES

- (a) All major renovation work shall only be permitted from 09:00 – 17:00 hrs from Mondays to Fridays and minor renovation work shall only be permitted from 09:00 – 17:00 hrs Mondays to Fridays and Saturdays from 09:00 – 13:00 hrs. Renovation work is strictly prohibited on Saturdays after 13:00 hrs, Sundays or public holidays. A weekly review of the schedule and milestones between the Management and the Owner/Contractor shall be conducted.
- (b) No delivery of renovation materials or removal of renovation debris/materials shall be carried out on Saturdays, Sundays or Public Holidays.

8.3.3 INSTALLATION OF PROTECTIVE MATERIALS

Owners must ensure that their Contractors lay approved protective coverings in the Common Areas designated by the Management before commencing the renovation works. Lift protective coverings provided by the Management shall be handed over to the Contractor for safe custody and the Contractor shall be responsible for putting up the protective covering every Monday morning before commencement of works and shall remove the same every Friday evening before ending their works.

8.3.4 CODE OF CONDUCT FOR CONTRACTORS AND WORKMEN

8.3.4.1 Security

- (a) All renovation Contractors and Workmen must report to the security checkpoint at the guardhouse before entering the Apartment. They must wear the issued identification passes and co-operate with the security personnel by observing all security measures at all times while they are in the Apartment. They must return their identification passes upon exiting the Apartment. Any loss of the identification passes shall be subjected to a current fine of RM20.00 per pass.
- (b) Name, Identification Card/Passport numbers of the Contractors and their Workmen must be submitted to the Management for record purposes prior to the commencement of work. Contractors must report to the Management on the first day of commencement of works and upon completion of the works.

- (c) No illegal Contractors or Workmen shall be employed by the Owner in carrying out the work.
- (d) No workmen are allowed to move freely or unsupervised within the Apartment so as to avoid any disruption or disturbance to the Residents of the Apartment. The security personnel reserve the right to question any person in the Apartment including those found with or without identification passes and may at the Management's sole discretion eject them from the Apartment.
- (e) Contractors and their workmen are only permitted to park their vehicles in the designated parking bays inside the Apartment. Their vehicles of whatsoever description shall be subject to inspection on entering and leaving the Apartment if granted entry to the Apartment.
- (f) The Management reserves the right and discretion to bar the Contractor or Workmen from entering the Apartment if they are found to be deliberately in breach of any of the provisions herein stated.

8.3.4.2 Safety

- (a) The Owner shall cause their Contractors or Workmen to comply with all safety requirements relevant to the respective work assigned to them.
- (b) Contractors or Workmen must wear proper safety attire at all times on site including but not limited to safety helmets, safety shoes and any other necessary safety gear.
- (c) Contractors must ensure that their Workmen do not stay overnight in the Parcel or in any part of the Apartment.

8.3.4.3 Littering and Damage

- (a) The Owner shall be responsible for the conduct and behaviour of his Contractors and Workmen who shall include his repairmen, building service providers and drivers.
- (b) Owner's Contractors and Workmen are only allowed to buy food and beverages from the café (currently known as "Horizon Café") and shall ONLY consume it within the premises that they are working within or at the designated area provided for them.
- (c) The Owner shall ensure that his Contractors and Workmen do not litter, soil, deface or damage any parts of the Apartment. All food waste, wrappings and containers must be discarded into proper plastic bags and sealed and shall be disposed of in the Parcel's refuse chamber but shall not be left overnight in the Parcel or disposed of into the Common Area waste bins or into the waste skips placed along the outside road.
- (d) The disposal of all refuse by the Owner's Contractors and Workmen shall be in full compliance with the latest applicable recycling rules, regulations and guidelines of the relevant State or local authority.

- (e) The Owner shall be solely responsible for making good all damages caused by his Contractors and Workmen to any part of the Apartment including the Common Areas and/or his neighbouring Parcels together with the fixtures and fittings therein.

8.3.4.4 Drains and Pipes Clearing

All drains, floor traps and discharge pipes relevant to the renovation works being conducted must be properly protected from clogging or blockage. If clogging or blockage occurs, it must be cleared immediately by the Contractor concerned. Contractors shall also ensure that all work areas are free of mosquito breeding.

8.3.4.5 Storage of Goods and Equipment

- (a) Contractors are fully responsible for the security of all their items in the Apartment.
- (b) Contractors shall ensure that all the renovation materials, stocks, goods, tools and equipment are properly kept in the Owner's Parcel without obstructing the Common Areas such as common corridors and fire escape routes failing which Management shall proceed to clear such obstruction and all costs and expenses incurred shall be chargeable to and fully borne by Owner.
- (c) The storage of any material of combustible nature within the Parcel or the Apartment is strictly prohibited.

8.3.5 LIMITATIONS ON WORK

8.3.5.1 Uniformity of the Façade

All work shall be confined to and within the limits of the Parcel only. Any alteration to the external facade which will change the appearance of any portion of the said Building is strictly prohibited unless with the prior written approval of the Management and where necessary, the approval of the appropriate authority. This includes but is not limited to the following:

- i. Work which protrudes through the wall or the roof of the said Building;
- ii. Extension of the living rooms areas onto the balconies or into Common Areas. The cantilever slab of the balcony has been designed to support the lightweight balcony and its occupant only;
- iii. Painting or other decorations of any nature on the external walls;
- iv. Alteration to the external windows, doors, balconies or yards; and
- v. External Installation of electrical wiring, pipes, television antennas, parabolic dishes, machines or air-conditioning units.

8.3.5.2 Work Within Parcel Only

The Owner shall not carry out any work, alteration or extension of any kind to his Parcel which may:

- i. involve the removal or modification of existing reinforced concrete (RC) columns/beams/floor slabs/ceiling, shear walls, structural easements and common piping/plumbing within the said Parcel;
- ii. affect, weaken or cause damage to any structural support of the Building;
- iii. involve relocating the water and waste outlets (of toilets, basins, floor traps);
- iv. involve coring of new water/waste outlet holes in the RC floor slab;
- v. make alterations to the main and fire exit doors;
- vi. involve making changes to the piping, plumbing and electrical work at the Common Areas; and
- vii. encroach upon or affect the Common Property.

8.3.5.3 Structural Stability

The removal or hacking of any floors and structural slabs/beams/columns/shear walls are strictly prohibited as these will affect the structural stability of the Building. The structural framework of the Building is uniquely different from a normal building. It consists of load bearing shear walls (structural walls) which are combined with flat reinforced floor slab.

8.3.5.4 Joint Sealants

The removal or stripping of any joint sealants of the Building is strictly prohibited so as not to cause any leakage in the Building.

8.3.5.5 Water/Damp-Proof Membrane

- i. Owners who carry out renovation works involving the change of floor tiles and/or wall tiles in any part of his Parcel shall ensure that the original water proof level of the same is preserved.
- ii. RC floor slabs and the water/damp proof membrane shall not be damaged when changing the existing floor tiles.
- iii. If floor tiles and/or wall tiles shall be installed in the bathrooms, toilet, kitchen, balcony, utility areas or any wet areas, a new water proofing layer of water/damp proof membrane shall be laid down prior to such installation which shall extend to a minimum of 6 inches up for each wall so as not to cause any leakage or condensation.

8.3.5.6 Sound-Proofing of Floors

For renovation work involving the change of floor finishes other than those contemplated by 8.3.5.5 herein above, the following preventive measures to protect the original sound proof level in the floor/ceiling slabs and finishes of the Parcel in the Building must be taken by every Owner:

- i. The thickness of the concrete floor slabs shall be maintained in its original state.
- ii. Where the existing floor tiles/finishes need to be hacked out, the cement screed to receive the new floor tiles/finishes must be thoroughly mixed with Rich Cement: Sand Ratio of at least 1:3 and a thickness of not less than 50mm for good bonding of the new floor tiles/finishes.
- iii. Where the existing floor tiles/finishes need not be hacked out, the new floor tiles/finishes must be properly bonded to the existing floor tiles/finishes with good quality adhesives without leaving any gaps or air space in between the old floor tiles/finishes and the new floor tiles/finishes.

8.3.5.7 Repair of Party Structures

Owner/Resident shall repair and maintain, at the joint expenses with the Owners/Residents of the Parcel(s) adjoining, adjacent, below and above, the party structures which shall include the entrances, walls, floors and ceilings separating one Parcel from others.

8.3.5.8 Alteration of Yards

- i. "Yard" area of a Parcel is allowed to be enclosed by bamboo blinds and/or casement windows provided that the design and colour of the said blinds and/or casement windows reasonably conform to that of the external façade as approved by the Management.
- ii. For avoidance of doubt, the "Yard" is defined as that area off the kitchen that is partially exposed and typically used for laundry and other utility activities. The "Yard" is thus to be distinguished from cantilevered balconies, to which this provision shall not in any way apply.

8.3.5.9 Installation of Security Grilles

- i. The installation of all security grilles to the Parcel shall be within the internal boundaries of the Parcel only or the top step of the Parcel's main entrance only. Under no circumstances shall the security grilles or any other such obstruction be installed on any other area exterior to the Parcel.
- ii. The design and colour of the security grilles shall be in line with the standard specifications as approved by the Management.
- iii. The Owner shall ensure that the installation of security grilles does not cause any damage to the Common Areas and shall upkeep and maintain the same at all times so as to prevent rust staining the façade of the building.

8.3.5.10 Installation of Air Conditioners

- i. The compressor of any air-conditioners shall only be installed at the ledges designated by the Management as designed and provided for this purpose by the Developer. No compressor shall be placed on the external walls of any Building.
- ii. All air-conditioning pipes and hoses on the exterior facade of the Building shall be concealed and painted to standard colours as approved by Management.
- iii. All drain pipes from indoor air-conditioners shall be connected to the nearest floor trap(s) within the Parcel concerned so that no condensation water shall be discharged outside the Parcel.
- iv. Only split unit air-conditioners are permitted. Window unit air-conditioners shall not be installed anywhere in the Building.

8.3.5.11 Electrical Works

All alterations or additions made to the existing electrical installation in the Parcel shall comply with the requirements of TNB and/or any other relevant local authority and obtain the prior approval of the Management. All electrical installation in the Parcel shall be carried out by a qualified electrician or license contractor.

8.3.5.12 Plumbing Works

All alterations or additions made to the existing plumbing and sanitary installation in the Parcel shall comply with the requirements of the relevant local authorities. All plumbing installation in the Parcel shall be carried out by a qualified plumber or license contractor.

8.3.5.12 Demolition Works

Methods for the demolition or removal of brick walls, floor/wall tiles, staircases and ironmongery shall be disclosed in the Renovation Application Form and shall not be carried out without the prior written approval of the Management.

8.3.6 MANAGEMENT OF RENOVATION MATERIAL/DEBRIS

- (a) All renovation materials/debris must be kept/stored inside the Parcel concerned and shall not be kept/left at any of the Common Areas (e.g. lift lobby, staircase, common corridor, air well, car park, driveway, lawn, main refuse chamber etc.)
- (b) All passage ways used by the Owner or his Contractors must be kept clean and clear of any obstructions at all times. Packing and crating materials must be removed immediately by the Owner or his Contractors from the Parcel and the Building.
- (c) All renovation debris and/or rubbish must be removed from the Parcel and disposed of daily and the Parcel shall be cleaned daily.

- (d) All loading and unloading of the renovation materials/debris must be confined to the areas that have been designated for these purposes.
- (e) If the Contractors fail to remove the debris and/or rubbish daily and/or upon completion of the renovation works, Management shall remove the same and all the costs and expenses incurred for such removal shall be charged to and fully borne by Owner.

8.3.7 LIFT/STAIRCASE USAGE AND PROTECTION

- (a) Before carrying out any renovation, deliveries or removals works, the lifts, lift lobbies, corridors, staircases and walls must be properly protected with covering materials approved by the Management at the Owner's cost under the Management supervision.
- (b) All renovation materials/debris may be transported via the designated lifts or staircases.
- (c) All renovation materials/debris transported via the designated lift MUST be dry fit items. Liquefied material transported via the lift must be fully secured from leakages as it may cause damage to the lift. All loose materials (such as sand and cement) must be transported in containers or bags properly secured or tied to prevent any spillage.
- (d) The maximum load capacity limit for all the lifts must be strictly observed by the Contractors and Workmen. Weight of renovation materials/items/debris/workmen transported in the protected lift shall not exceed 600kg in total at any one time.
- (e) In the event of a power failure, fire or other emergencies, Contractors and Workmen must use the stairways to evacuate.
- (f) The Owner is liable for all damage of whatsoever description caused to the lift(s) by his Contractors and Workmen.
- (g) Any damage caused to the lift, staircase, wall, door, ceiling and floor due to the act of vandalism or negligence of the Contractors and Workmen shall be assessed by the Management and the cost of repair and/or replacement shall be charged to the Owner accordingly.
- (h) The Management reserves the absolute right and discretion not to allow any Contractors and Workmen to utilise the lift should the Contractors and Workmen concerned fail to comply with any of the provisions herein.

8.3.8 FIRE SAFETY

- (a) If a gas torch is used for any renovation works, the Contractors must have a CO2 extinguisher on standby and the areas surrounding the working area must be protected and free from any inflammable materials before starting the work.
- (b) The working area must be well ventilated during welding works.

8.3.9 INSURANCE COVERAGE

- (a) The Owner and his Contractors and Workmen are advised to take out appropriate insurance coverage.
- (b) The Owner and his Contractors shall indemnify the Management and Owners of all adjacent Parcels against all loss, damage, actions, proceedings, claims, costs, expenses and demands in respect of any damage of property or any injury to or death of any person in the Parcel or in any part of the Apartment arising from the renovation works.

8.3.10 WATER AND ELECTRICITY CONSUMPTION

The Owner and his Contractors and Workmen shall not utilise the water and electricity supply from the Common Areas. Any authorised use of these facilities shall be assessed by the Management and the amount as determined by the Management shall be charged to and borne by the Owner concerned.

8.4 CONTROL MEASURES, COMPLIANCE, BREACHES AND PENALTIES

8.4.1 RIGHT TO ENTER PARCEL FOR COMPLIANCE CHECKING

The Management reserves the right to enter the Owner's Parcel undergoing renovation on a regular basis during the prescribed renovation hours to check for compliance that the renovation work is being carried out in accordance with the approved plans and schedule. The Management will take all necessary actions, including stop work orders, if the renovation work is found to be in non-compliance and breach of any of the provisions herein stated.

8.4.2 CHARGES AND PENALTIES FOR BREACHES

The Management reserves the right and discretion to impose charges and/or penalties in accordance with Schedule B herewith in the event the Owner, his Contractors or Workmen are found to have breached any of the provisions herein stated. The Management reserves the right to review from time to time such breaches on a case-by-case basis and determine if additional charges and/or penalties are necessary. In the event these charges and/or penalties shall remain unsettled for more than Seven (7) days from the date of receipt of the Management's notice demanding for the same, the Management shall be entitled to deduct such charges and/or penalties from the Renovation Deposit and require the Owner to replenish the same in accordance with 8.2.3.2 herein above.

8.4.3 STOP WORK ORDERS

- (a) In the event any renovation work is carried out without the Management's consent or relevant authority's approval or work is not disclosed to the Management or work is carried out in breach of any of the provisions herein stated, the Management shall have the sole and absolute discretion to stop such works or to stop the Contractors and

Workmen from entering the Apartment until such time as the Owner has fully complied with the same. The Management shall issue a written Stop Work Order stating the reasons, duration and appropriate remedies to be taken by the Owner to comply with the order. Upon compliance of the order, the Management shall issue a written recommencement notice to the Owner to continue with the work in progress.

- (b) The Management shall not be liable for any claims, fines or penalties that may arise from such work stoppage. The Management reserves the absolute right and discretion to deduct a charge from the Renovation Deposit to make good any damage and/or non-compliance caused in the course of the renovation work.
- (c) The Owner shall make good any damage caused by his Contractors and Workmen to the building's structure within and/or outside the Parcel in the course of the renovation work. In the event of an independent third party is required to assess any said work in question, such cost as determined by the Management shall be borne by the Owner or deemed a debt due by the Owner to the Management.

8.4.4 RESTORATION ORDERS

In the event that the Owner and/or his Contractors and Workmen make any structural alteration to the external façade of the Parcel which will change the external appearance of any part of the Building or cause any damage to the Common Property, the Management reserves the right to:

- (a) request the Owner to rectify the same within Ten (10) working days failing which the Management shall have the absolute right to enter the said Parcel to restore into the original state such walls, floors, ceilings or any part of the Parcel or Building as shall have been so removed, modified, pulled down and/or altered by the Owner;
- (b) charge such costs of restoration as may be incurred to the Owner and to be paid by the Owner which shall include but not limited to legal fees and any other related costs;
- (c) charge interest at the rate of Ten per cent (10%) per annum on such cost of restoration from the due date until the date of full settlement; and
- (d) levy appropriate penalties on the Owner of a sum to be determined by the Management from time to time for non-compliance of any of the provisions herein stated as stated in Schedule B herein.

8.5 POST RENOVATION

8.5.1 NOTICE FOR COMPLETION OF WORK

Upon completion of the renovation works, the Owner shall inform the Management in writing.

8.5.2 JOINT INSPECTION AND ASSESSMENT

A joint inspection and assessment of the completed renovation work and the relevant Common Areas shall be conducted. In the event of any requirements for remedy of any associated damages, appropriate deductions shall be made from the Owner's Renovation Deposit.

8.5.3 APPROVAL OF COMPLETION OF RENOVATION WORK

Upon completion of the inspection and assessment of the said renovation works, the Management shall issue a letter of completion of work and refund the relevant Renovation Deposits to the Owner.

9.0 DEBT MANAGEMENT

9.1 RECOVERY OF ARREARS

The Management shall be entitled to take any appropriate remedial actions as listed below in order to recover all arrears which are due and payable by Defaulter to the Management:

9.1.1 FINES AND PENALTIES

- (a) The Management shall be entitled to levy, impose or vary any reasonable charges, fees, fines or penalties to enforce all the provisions of the By-Laws herein contained by giving a written notice of Thirty (30) days to all the Owners/Residents after the same has been duly passed and adopted by a resolution in a general meeting of the Joint Management Body/Management Corporation.
- (b) The Management shall thereafter have the right to impose such charges, fees, fines or penalties against any person who is in breach of any of the provisions herein contained.
- (c) All charges, fees, fines or penalties imposed herein shall be a debt due to the Management and upon payment shall be deposited into the Maintenance Account.

9.1.2 LATE PAYMENT INTEREST

- (a) A late payment interest will be automatically levied without further notice on all types of outstanding charges or contributions including but not limited to the charges to the Maintenance Account and/or contribution to the Sinking Fund which has not been settled within Thirty (30) days from the date of the Owner receiving the invoice or notification from the Management.
- (b) The late payment interest shall be calculated at the rate of Ten percent (10%) per annum on all such outstanding sums calculated on daily basis or at such rate as shall be determined by the Joint Management Body/Management Corporation at a general meeting, from the due date until the date of full settlement.

- (c) All late payment interests imposed herein shall be a debt due to the Management and upon payment shall be deposited into the Maintenance Account.

9.1.3 DISPLAY OF MAJOR DEFAULTERS' LIST

- (a) A Major Defaulters' List showing the names of the Major Defaulters, their Parcel numbers and the total amounts due and payable to the Management which exceed a certain level as determined by the Management shall be displayed on the notice boards within the Apartment.
- (b) Notwithstanding any late payments made, such Major Defaulters' List shall only be updated on a monthly basis at the end of every following calendar month.

9.1.4 DEACTIVATION OF ACCESS CARDS

- (a) The Master Access Card of a Defaulter shall be automatically deactivated without any further notice, thus preventing his vehicular access to the Apartment until all the arrears and a reactivation fee is paid.
- (b) A reactivation fee of RM50.00 shall be charged to the Defaulter for the reactivation of the Master Access Card after the settlement of all the arrears. The reactivation fee shall be deposited into the Maintenance Account.
- (c) The above procedure shall apply notwithstanding that the Defaulter has rented or leased out his Parcel to a Tenant or Lessee.

9.1.5 PROHIBITION FROM THE USE AND ENJOYMENT OF COMMON FACILITIES

- (a) The Management shall have the absolute right to deny access of Defaulter and/or his family members, Guests, Visitors, Tenant or Lessee to the use of the Common Facilities of the Apartment.
- (b) The Management shall have the right to repossess any Rental Car Bay of the Defaulter save and except for his Accessory Car Bay.

9.1.6 REJECTION OF APPLICATIONS

All the applications made by Defaulter to the Management including but not be limited to all the applications made via the Application Forms as listed in Appendix 1 herein shall be rejected until all the arrears are paid. Such applications shall only be processed by the Management after the settlement of all the arrears.

9.1.7 ATTACHMENT OF MOVABLE PROPERTY

The Management may apply to the Commissioner for a warrant of attachment of the movable property of a Defaulter. The costs of such action shall be borne by the Defaulter.

9.1.8 LEGAL PROCEEDINGS

A legal proceeding may be taken by the Management against a Defaulter for recovery of arrears after the service of a Fourteen (14) days written notice to the Defaulter stating the intention of the Management to commence the legal proceeding and the cost of such legal proceeding shall be borne by the Defaulter.

9.1.9 RIGHT TO ACCEPT PAYMENT DEEMED MADE BY OWNER

Management shall be entitled to accept any payment made by the chargee, assignee, successor-in-title, Tenant, Lessee or Guest of an Owner towards any outstanding amounts due and payable by the said Owner. The said chargee, assignee, successor-in-title, Tenant, Lessee or Guest shall be deemed to have been irrevocably authorised by the said Owner to make all such payments on behalf of and for the account of the said Owner.

10.0 DUTIES AND POWERS OF MANAGEMENT

10.1 FORMATION

10.1.1 JOINT MANAGEMENT BODY/MANAGEMENT CORPORATION

The Joint Management Body/Management Corporation shall have all the duties and powers under the Laws which shall include but not be limited to the following:-

- (a) to manage and maintain the Common Property;
- (b) to insure and keep insured the Building;
- (c) to comply with any notices or orders given by any statutory authorities;
- (d) to collect the approved sum of charges, contributions and all other relevant payments from the Owners/Residents; and
- (e) to do all things reasonably necessary for the performance of its duties and for the enforcement of these By-Laws and all other laws in relation thereto.

10.1.2 JOINT MANAGEMENT BODY/MANAGEMENT COMMITTEE

The Joint Management Body/Management Corporation shall elect a management committee to perform all the duties and powers of the Joint Management Body/Management Corporation.

The Joint Management Body/Management Committee of the Apartment is comprised of members as follows:-

- (a) Chairman;
- (b) Secretary;
- (c) Treasurer; and
- (d) Committee and Sub-Committee Members for specific functions and responsibilities as deemed necessary by the Joint Management Body/Management Corporation from time to time.

The Joint Management Body/Management Committee and/or Sub-Committee members shall not be paid for any work done and/or duties performed by them during the course of their tenure save and except allowance according to such rates as may be approved by the Commissioner from the Maintenance Account.

10.1.3 MANAGEMENT OFFICERS

(a) The Joint Management Body/Management Corporation and the Joint Management Committee/Management Body are hereby empowered to appoint a managing agent or employ competent staff as Management Officers to be fully responsible for the day-to-day management, maintenance and operation of all aspects of the Apartment.

(b) The Management Officers of the Apartment comprise the following:-

- i. Building Manager;
- ii. Finance & Administration Executive;
- iii. Officers and Assistants; and
- iv. Maintenance Technicians.

10.2 DUTIES AND POWERS

10.2.1 ENFORCEMENT OF THE BY-LAWS

The Management shall be given absolute right to enforce all the provisions of these By-Laws in order to give effect to these By-Laws for the common interest of all the Owners/Residents.

10.2.2 NON-INTERFERENCE OF MANAGEMENT DUTIES

(a) There shall be no interference with the Management's discharge of its duties and powers. Nor shall any instructions issued to the Management be entertained as pertaining to the By-Laws herein contained, save and except that any Owner/Resident may lodge legitimate complaints thereof in writing to the Management for its due consideration.

(b) The Owners/Residents shall conduct their interactions with the Management or its agents or employees with dignity and decorum, and vice versa.

10.2.3 DISCLAIMER OF LIABILITY AND INDEMNITY

(a) The Management, its agents and/or employees shall not be liable in any manner whatsoever for any loss of or damage to any property or injury to or death of any person in the Apartment unless such loss, damage, injury or death was caused by the negligence of the Management and/or its agents and/or employees.

- (b) The Owner/Resident shall indemnify and keep indemnified the Management against all actions, proceeding, claims, costs, expenses and demands in respect of any loss of or damage to the property or injury to or death of the persons of the Management, other Residents and/or any other persons while in the Apartment which are caused by him and/or his Tenant/Lessee and/or his Personnel.

10.2.4 MANIPULATION OF MANAGEMENT'S COMMITTEE MEMBERS AND/OR EMPLOYEE

- (a) Owners/Residents are not allowed to use any Committee and/or Sub-Committee members and/or employees of the Management for any business or private errands.
- (b) The Management's Committee and/or Sub-Committee members and/or employees are not authorised or allowed to accept delivery of packages, parcel etc. or perform any kind of private work for any Owner/Resident unless under an order of the Management.
- (c) Save and except with prior written consent of the Management, no tips, gifts or gratuities are to be offered to any Committee and/or Sub-Committee member and/or employee of the Management for rendering services or courtesies in the regular performance of their duties.

10.3 APPOINTMENT OF SOLICITORS

The Management shall have the right to appoint solicitors for instituting any legal proceedings against the Defaulter or for any legal work as deemed necessary in the course of discharging their duties and such legal fees which shall not exceed the total sum of RM20,000.00 shall be paid from the Maintenance Account. Any legal fees exceeding the total sum of RM20,000.00 which shall be approved by a resolution in a general meeting of the Joint Management Body/Management Corporation.

11.0 MISCELLANEOUS

11.1 AMENDMENTS OF THE BY-LAWS

The Management reserves the right to amend any of the By-Laws herein contained to address the relevant issues on an as-needed basis by giving a written notice of Thirty (30) days to all the Owners/Residents after the same has been duly passed and adopted by a resolution in a general meeting of the Joint Management Body/Management Corporation.

11.2 BINDING EFFECT

The By-Laws herein contained shall be binding upon the Owner and their personal representatives, successors-in-title and permitted assigns/chargees.

11.3 GOVERNING LAWS

The By-Laws herein contained are governed by and shall be construed in accordance with the laws of Malaysia.

11.4 SEVERABILITY

If any of the By-Laws herein contained shall become invalid, illegal or unenforceable in any aspect under any laws, the validity, legality and enforceability of the remaining By-Laws shall not be affected or impaired.

11.5 NO WAIVER OF RIGHTS

The failure of the Management to enforce any covenant, restriction or other provisions of laws and the By-Laws herein contained shall not constitute as a waiver of their right to do so thereafter.

11.6 SERVICE OF NOTICE

Any notice required to be served on any person under the provision of any of the By-Laws herein contained shall be in writing and shall be deemed to have been duly served on that person by serving a copy of such notice :-

- (a) personally to the person to be served;
- (b) by registered post addressed to the last known address of business, Parcel or residence of the person to be served; or
- (c) by attaching the notice at a prominent part of the last known address of business, Parcel or residence of the person to be served.

11.7 TIME

Time wherever mentioned shall be of essence to these By-Laws.

11.8 SPECIAL PROVISIONS

Notwithstanding any provisions to the contrary herein, the By-Laws herein contained shall be subject to any special rules, regulations or notices as notified by the Management from time to time as it deems necessary. In the event of any conflict between the by-laws herein and the special rules, regulations or notices, it is hereby expressly agreed by the Owners/Residents that such special rules, regulations or notices shall prevail for purpose of interpretation and enforcement.

12.0 SCHEDULES AND APPENDICES

All the Schedules and Appendices annexed hereto shall be taken, read and construed as an essential part of these By-Laws.

SCHEDULE A: TABLE OF CHARGES

<u>TYPE OF CHARGES</u>	<u>RM</u>
<i>A. ACCESS CARD CHARGES(PER/PASS)</i>	
1. Fee : a. Common Access Card	50.00
b. Master Access Card (Deposit Rental Car Bay)	50.00
2. Replacement Fee : a. Common Access Card	50.00
b. Master Access Card	50.00
3. Reactivation Fee for Master Access Card of a Defaulter	50.00
4. Identification Pass for Contractors and Workmen (Fine if Lost)	20.00
<i>B. CAR PARK CHARGES</i>	
1. Rental (per month) : a. Designated Bay	100.00
b. Undesignated Bay	80.00
2. Illegal Parking : a. Fine	50.00
b. Wheel Clamp - Release Charge	50.00
• Holding Charge (per day)	50.00

Note: All the Charges stated above are subject to review by the Management from time to time as and when deemed necessary and/or by a resolution passed at a general meeting of the Joint Management Body/Management Corporation.

SCHEDULE B: DEPOSITS AND PENALTIES FOR RENOVATION BREACHES

Category	Type	Amount (RM)
Minor Renovation Deposit	Renovation exceeds 2 days and up to maximum 1 month	1,000.00
Major Renovation Deposit	Renovation exceeding 1 month up to maximum 6 months	3,000.00
Penalties for Violation of Renovation By-Laws (excludes cost of making good any damage to Common Property)	First Breach	Verbal/Written warning
	Second Breach	500.00
	Third Breach	750.00
	Any further Breaches	To be reviewed by the Sub-Committee on a case-to-case basis
	Renovation Debris Disposal (per occasion)	500.00 (per unit)
Penalties for Violation of Cleanliness and Debris	Cleaning up lifts, lift lobby, staircases, Common Areas	100.00 (per time)
Extensions for Renovation Period	Extension 1 – maximum of 30 working days	150.00 (per day)
	Extension 2 – maximum of 30 working days	300.00 (per day)
Penalties for Restoration	Restoration to make good damage to Common Property	ALL Costs incurred plus 10% on Costs.

Note: All the Deposits and Penalties stated above are subject to review by the Management from time to time as and when deemed necessary and/or by a resolution passed at a general meeting of the Joint Management Body/Management Corporation.

APPENDIX 1: APPLICATION FORMS

- A Registration of Resident Application Form
- B Registration of Agent Application Form
- C Parties/Functions Booking Application Form
- D Moving In/Out Application Form
- E Access Card Application Form
- F Renovation Application Form

Note: All the Forms stated above are subject to review by the Management from time to time as and when deemed necessary and/or by a resolution passed at a general meeting of the Joint Management Body/Management Corporation.

APPENDIX 1B: REGISTRATION OF AGENT APPLICATION FORM

UNIT NO: _____

Date: _____

This is to confirm that I/We the owner(s) of the above Apartment hereby wish to leave my/our keys with the Management Office for the purpose of rental /sales viewing and emergency services only. I/We agree that the keys are to be released only to my /our authorised representative which will be notified to the Management Office in advance through fax or phone during the Management Office's working hours.
I/We will not hold the Management Office responsible for any loss or damages to the apartment and any contents therein.

SIGNATURE OF RESIDENT

Name of Owner:
I.C No / Passport No:
Contact No.
H/P / Home:
Email:

KEYS RETURNED TO OWNER

I/WE HEREBY ACKNOWLEDGE RECEIPT OF THE APARTMENTS KEYS RETURNED TO ME ON

Received by Owner(s)
Date:

<u>For Office Use Only</u>	
Received by : _____	Date : _____
Returned by : _____	Date : _____
Reference No : _____	

APPENDIX 1C: PARTIES/FUNCTIONS BOOKING APPLICATION FORM

AREA: MULTI-FUNCTION HALL () BBQ Blk A () BBQ Blk B ()

Name of Owner/Tenant* : _____

Parcel No. : _____

Contact No. : _____

Period of Booking : _____ Hours (From _____ to _____)

Date : _____

Purpose : Birthday Party ()
 Dinner Reception ()
 Other : _____

No. of Guest : _____ (Please advise on Guest Car Number in 3 days advance)

Deposit:

Multi-Purpose Hall : RM200.00 (via Cash/Cheque No.)

BBQ : RM100.00 (via Cash/Cheque No.)

Fee: Multi-Purpose Hall : RM300.00 (via Cash/Cheque No.)

TERMS & CONDITIONS

1. All reservations shall be treated on a "first-come-first-served" basis, subject to any by-laws stipulated by the Management from time to time. However, the Management reserves the right not to permit such reservations if it causes inconvenience to other Residents.
2. User shall ensure that areas used for the facility are left in a clean and satisfactory condition.
3. All users of the facility shall refrain from making excessive noise and disturbing other residents.
4. The Resident who is responsible for hosting or organizing the function shall indemnify the Management for any damage caused failing which the above Deposit shall be deducted or forfeited, as the case may be.
5. The Management, its agents and/or employees shall not liable in any manner whatsoever for loss of or damage to any personal property or injury to or death of any person in the premises and the party at fault shall indemnify the Management in due course.
6. The function's organizer is encouraged to purchase food and/or beverage from Horizon's Café for the purpose of the function.

 Signature of Applicant
 Name:
 I/C:
 Date:

 Approved by:
 Name:
 Designation:
 Date:

 Acknowledged by:
 Name:
 Designation:
 Date:

APPENDIX 1D: MOVING IN/OUT APPLICATION FORM

Moving IN/OUT Date* :
Parcel No :
Name Of Owner/Tenant* :
Driver's Name & I/C no :
Lorry Registration. No. :
Time In :
Time Out :
Owner's Telephone Nos. :
Tenant's Telephone Nos. :
Return of Access Card** : 1. Common Access Card :
: 2. Master Access Card :

Deposit : RM.....via Cash/Cheque No.

Signature of
Owner/Tenant*

Signature of Security/
Management Personnel

Name:
I/C/Passport No.:
Date:

Name:
Designation:
Date:

** Please delete where appropriate.*

*** Applicable only to moving out Residents.*

APPENDIX 1F: RENOVATION APPLICATION FORM

Parcel No:

A	OWNER/TENANT/LESSEE				OFFICE USE ONLY		
	Name		:		APPLICATION		
	Demised Premises		:		Received by:		
	Contact No		:		Date:		
B	PROPOSED RENOVATION WORK					A	
	<i>Work Categories (Please tick where applicable ✓)</i>						
	a. Interior Finishes (e.g. Wall, Floor...)		[]				
	b. Carpentry		[]				
	c. Dry Partition		[]				
	d. Iron Works/Ironmongery		[]				
	e. Electrical		[]				
	f. Air-Conditioning		[]				
	g. Plumbing		[]				
	h. Masonry		[]				
i. Others (Please specify)							
C	CONTRACTORS				SERVICE		
	Work	Company	No of Workers	Date Start	Date Complete	Lift Nos.	Loading/ Unloading Bay
						1 2 3	A B C D E
						4 5 6	
						7 8 9	
						1 2 3	A B C D E
						4 5 6	
					7 8 9		
D	PROPOSED DESIGN/SPECIFICATION/SCHEDULE OF WORKS					C	DEPOSIT
	Enclosed are two (2) sets of the following documents:-						Received Date:
	a. Layout Plan		[]				Amount:
	b. Specifications		[]				Cheque No/Cash:
	c. Completed Electrical Drawing		[]				Refund Date:
	d. Renovation Deposit		[]				Amount:
Proposed Commencement Date:						Ref:	
Expected Completion Date:							
E	OWNER / TENANT'S INDEMNITY						
	I/We understand that the proposed renovation work is subject to acceptance by the Management and that I/We shall keep the Management indemnified against losses or damages arising from the above renovation works.						

A. RENOVATION APPROVED BY,	B. REFUND OF DEPOSIT INSPECTED BY,
.....
Name:	Name:
Designation:	Designation:
Date:	Date:

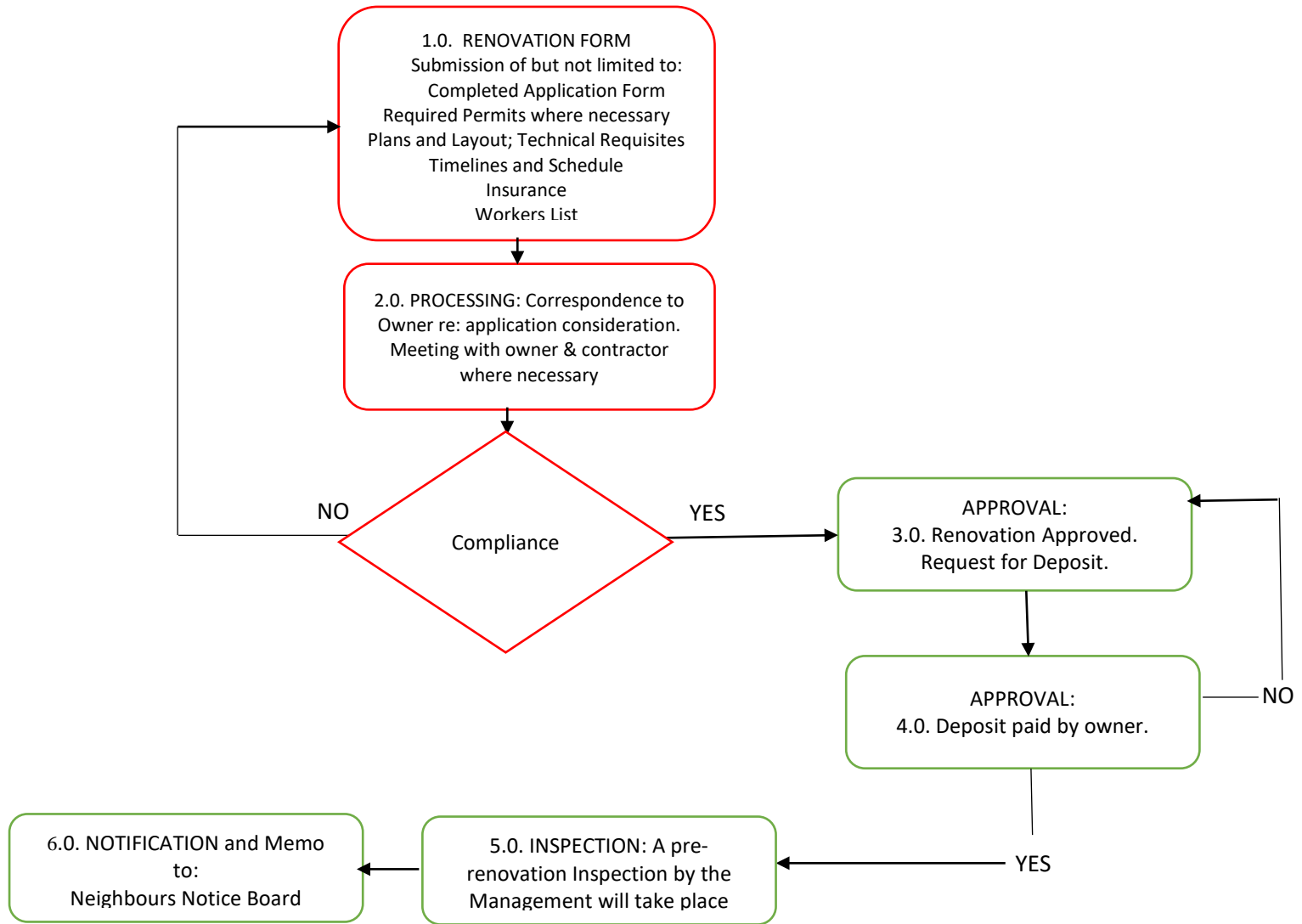
APPENDIX 2: COMMON FACILITIES HOURS OF OPERATION

	<u>TYPE OF COMMON FACILITIES</u>	<u>HOUR OF OPERATION</u>
a.	SWIMMING POOL	06:00 – 22:00 hrs
b.	WADING POOL	08:00 – 20:00 hrs
b.	CHILDREN’S PLAYGROUND	08:00 – 20:00 hrs
c.	GYMNASIUM	06:00 – 23:00 hrs
d.	TENNIS COURT	07:00 – 22:00 hrs
e.	BBQ AREA(S)	Monday - Friday Weekends / Public Holiday
		10:00 – 22:00 hrs 10:00 – 23:00 hrs

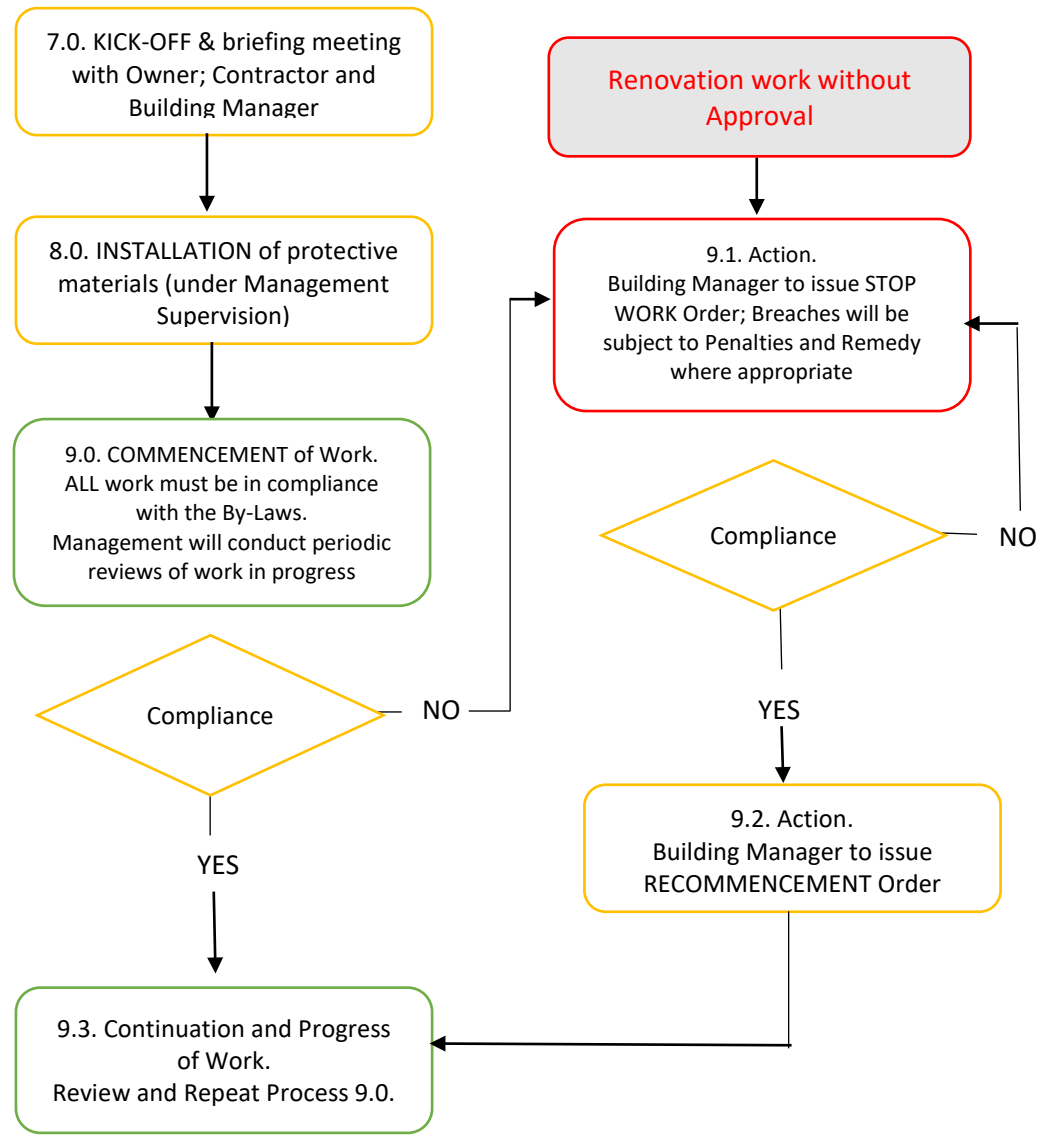
Note: All the operation hours stated above are subject to review by the Management from time to time as and when deemed necessary and/or by a resolution passed at a general meeting of the Management Corporation.

RENOVATION PROCESS: PHASE 1 AND PHASE 2: PRE-RENOVATION AND APPROVAL

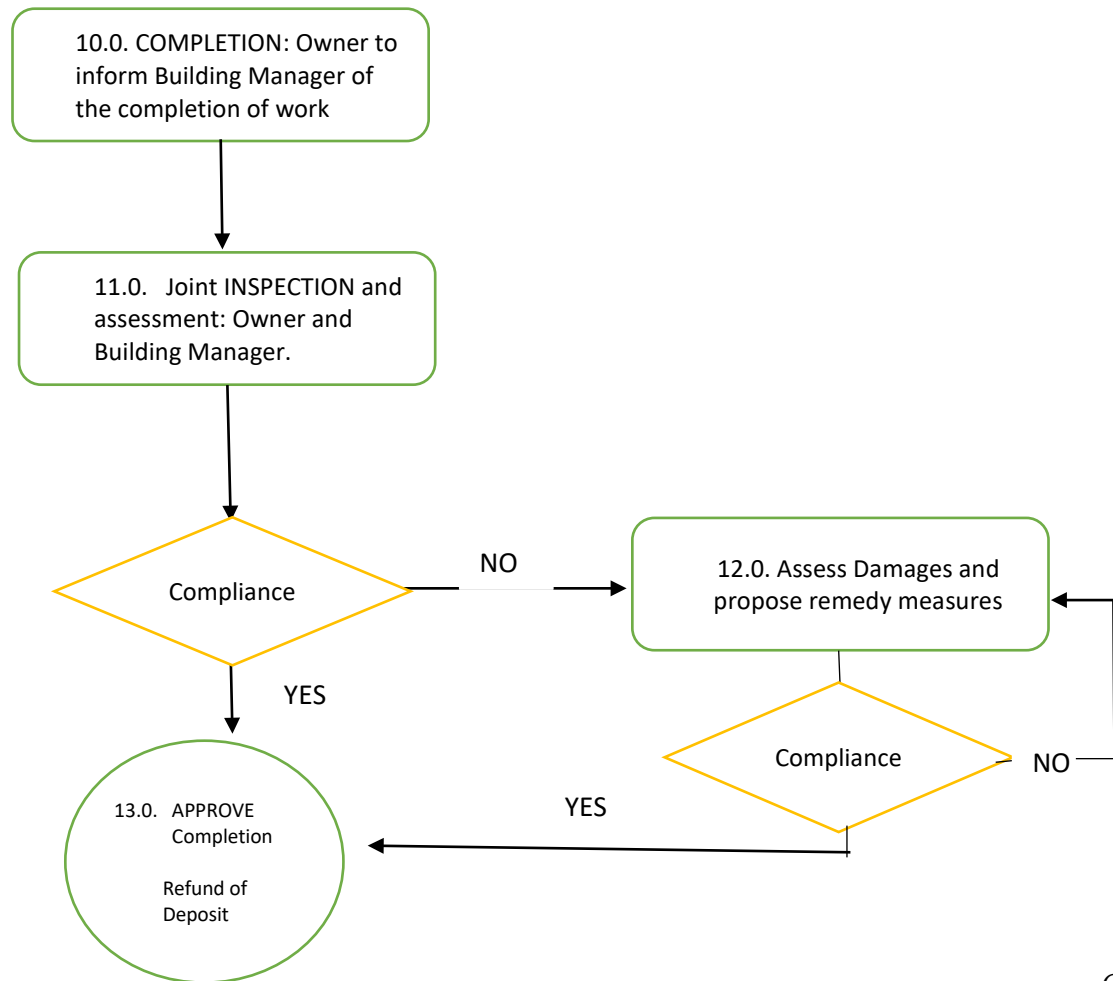
APPENDIX 3: RENOVATION PROCESS FLOW CHART



RENOVATION PROCESS: PHASE 3: DURING RENOVATION



RENOVATION PROCESS: PHASE 4: POST RENOVATION



APPENDIX 4: DIRECTORY

Emergency & Useful Contact Numbers

PARTICULAR	PERSON IN CHARGE	CONTACT NUMBER
EMERGENCY SERVICES		
Police Department	Emergency Line	999
Fire Brigade (Bomba)	Emergency Line	994 / 07-520 4144
Ambulance	Emergency Line	991
PRIVATE AMBULANCE		
Malaysian Red Crescent MRC	Emergency Line	999/ 07-237 1544
St. John Ambulance of Malaysia	Emergency Line	07-333 3981
LOCAL POLICE STATION		
Bukit Indah	General Line	07-234 7322
Nusajaya/Iskandar Puteri	General Line	07-511 4222
UTILITIES BREAKDOWN		
TENAGA NASIONAL BERHAD	Emergency Line	15454
SAJ (Water Department)	General Line	1800 88 7474 / 07-556 4227
TELEKOM MALAYSIA	General Line	100
ASTRO	General Line	1-300-82-3838
HOSPITALS		
Hospital Sultanah Aminah	General Line	07-233 1666
Hospital Sultan Ismail	General Line	07-356 5000
Columbia Asia Hospital	General Line	07-233 9999
Glenagles Medini	General Line	07-560 1000
KPJ Johor	General Line	07-225 3000
Puteri Specialist Johor	General Line	07-225 3222
MPJBT	General Line	07-555 5000
TOURIST INFORMATION CENTRE		
JB SENTRAL	General Line	07-224 4133
AIRPORT		
Kuala Lumpur International Airport (KLIA)	General Line	03-3776 2000
Senai Johor Bahru International Airport	General Line	07-599 4500
RAILWAY STATION		
Information Counter	General Line	07-223 4727/011-3658 8647
IMMIGRATION DEPT		
Kuala Lumpur	General Line	03-2095 5077
Setia Tropika (Johor Bahru)	General Line	07-233 8400
TAXI SERVICES		
Comfort Radio Taxi	Call Centre	07-332 2852
Johor Taxi Express Service	Call Centre	018-239 9304
Public Cab	Call Centre	07-241 3111
Mawar Radio	Call Centre	07-235 2020
Murni Radio Taxi	Call Centre	07-334 8080
MANAGEMENT OFFICE		
#02-01, Horizon Residence Apartment, Lingkungan Indah Utama, Bukit Indah 2, 81200 Johor Bahru, Johor	Office Tel. No.	07-231 4600
	Fax No.	07-231 4601
	Email	management@horizonresidence.com.my hr1mgt@gmail.com
Guard House	Tel. No.	07-231 4600 (after office hours)