



# Handbook

(Ver.3)

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# 01. Preamble

## Introduction

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

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

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

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

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

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

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

## 02. Definitions

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

- a. “Owner(s)” means the persons, who own a Parcel and who has a legal title to the same.
- b. “Guest(s)” means any persons other than a Resident whose presence in VERTU RESORT is at the invitation of a Resident.
- c. “Tenant(s)” means any persons occupying a Parcel pursuant to a licence, consent or permission, express or implied or pursuant to any valid written lease or tenancy agreement or other similar arrangement with the Owner(s), irrespective of whether the licence, consent or permission or lease, tenancy agreement or other similar agreement may have been subsequently revoked, lapsed and/or terminated.
- d. “Resident(s)” means any persons who is either a Lessee, Tenant or Owner of one of the Parcels and is presently residing in a Parcel in VERTU RESORT.
- e. “Lessee(s)” means any person who is/are for the time being leasing one of the Parcels and who is also using, occupying and/or residing therein.
- f. “Owner(s) and/or Resident(s)” when used together herein shall mean to include his Invitees or other occupiers occupying the said Parcel and their employees, agents, servants and contractors.
- g. “Management” means the Developer or Joint Management Body or Management Corporation (when formed) or any appointed Property Manager authorised by the Developer or Joint Management Body or Management Corporation (when formed) to enforce these House Rules and Regulations and shall include its successors, assignees and persons deriving title thereunder.
- h. “Property Manager” means the company appointed and authorised by the Developer or Joint Management Body (when formed) or Management Corporation (when formed) to manage VERTU RESORT.
- i. “Invitee(s)” means any persons who are not occupants of any Parcel within the Buildings but whose presence are at the invitation of an Owner, a Lessee or a Tenant and includes without limitation to the Owner’s, Lessee’s or Tenant’s family members, employees, Guests, agents, servants, workmen, licensees, visitors, contractors or other Invitees(s) and “Invitee” shall be construed accordingly.
- j. “Common Property” means any place of VERTU RESORT and the Buildings which are not comprised in any Parcel (including accessory parcel) which shall include but is not limited to the structural elements of the Buildings, stairs, stairways, fire escapes, entrances and exits, corridors, lobbies, fixtures and fittings, lifts, refuse chutes, refuse bins, compounds, drains, water tanks, sewers, pipes, wires, cables and ducts that serve more than one parcel, the exterior of all common parts of the Buildings, roof, playing fields and recreational areas, driveways, open spaces [except and excluding those which are an individual Parcel (to be stratified) for sale and/or have been accessorised], landscape areas, walls and fences, and all other facilities and installations and any part of the land used or capable of being used or enjoyed in common by all occupiers of the Buildings.
- k. “Common Facilities” mean such common rooms, spaces and facilities serving the housing development, and the services provided or to be provided in relation thereto, as specified herein and as may be reviewed and varied by the Management at its absolute discretion at any time and from time to time.
- l. “Central Park” means the 25-acre park serving as a common facility in the heart of the master development Aspen Vision City which VERTU RESORT forms a part of.



- m. “Buildings” mean Tower A, Tower B, Tower C, Tower D and/or Tower E of VERTU RESORT.
- n. “Parcel” means a unit within VERTU RESORT and as defined in Section 2 of the Strata Management Act 2013.
- o. “Overall Development” means all the developments within Aspen Vision City.
- p. “Appropriate Authorities” mean in relation to any matter or issue, the government, semi-government, quasi-government, statutory or public authority, agency, body, department or organisation (and includes a ministry or minister or other public official or statutory person) which has the jurisdiction over, or the right, power and authority, to control, administer, determine or otherwise decide on such matter or issue.
- q. “Strata Management Act 2013” includes the Strata Management (Maintenance and Management) Regulations 2015 and any enactment as re-enacted, replaced or modified from time to time, whether before, on or after the date hereof.
- r. “Developer” means Aspen Vision City Sdn Bhd (Company No. 1103837-X), a company incorporated in Malaysia with its registered office at 170-09-01, Livingston Tower, Jalan Argyll, 10050 George Town, Penang and a place of business at No. 300, Jalan Macalister, 10450 Georgetown, Penang.
- s. “Other Owner(s)” means the collective reference to all the Other Owners (other than the Owner) and/or occupants of the other Parcels.
- t. “GBI Certification” means the certificate or renewal certificate issued after confirming that the building(s) has/have fulfilled the GBI Requirements.
- u. “GBI Requirements” means such criteria and/or requirements as prescribed or set forth by ‘Pertubuhan Arkitek Malaysia’ (“PAM”) and/or Association of Consulting Engineers Malaysia (“ACEM”) and/or Greenbuildingindex Sdn Bhd (“GBS”) at any time or from time to time which shall be met or fulfilled before the issuance and/or renewal of GBI Certification and include any additions amendments variations modifications supplements or substitutions thereto.
- v. “Green Building Index” or “GBI” means an environmental rating system for buildings which the said system was developed by PAM and ACEM for evaluating the environmental design and performance of Malaysian buildings based on prescribed criteria and/or requirements towards development of sustainable architecture and green rated buildings in Malaysia.
- w. "Operator" means the person and/or entity authorised by the Management to operate the Convenience Store, Laundrette Room & Kindergarten.



## 03. Duty Of Owner(s) And/Or Resident(s)

### 3.1. Notification and Owner's Agent

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

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

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

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

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

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

A fine not exceeding Ringgit Malaysia Two Hundred (RM200.00) shall be imposed by the Management against the Owner or Resident for each and every breach of Section 3.1.

## 3.2. Payment of Charges

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

### 3.2.1. Service Charges

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

- a. Maintaining the Common Property in good condition;
- b. Paying for expenses incurred in providing cleaning services, security services, lift maintenance, common area facilities upkeep and maintenance and amenities, whichever is applicable, for the Residents.
- c. Payment for premiums for insurance, quit rent, taxes, rates and utilities;
- d. Complying with any notice by the local authority;
- e. Carrying out the inspection, maintenance and repair of all electrical wiring systems, water tanks, swimming pool, landscaping, fire alarm systems, firefighting equipment and minor painting works for common areas.
- f. Paying fees for auditing of accounts and any other fees for appointment of consultants;
- g. Paying all charges for administration of accounts;
- h. Repair and maintenance of consumables, equipment and hardware such as lighting, server and CCTV for common areas where applicable;
- i. Management office expenses;
- j. Contingencies that are deemed necessary for the upkeep, safety and security of VERTU RESORT;
- k. Any fees for the use of the VERTU RESORT Community Application and any other softwares;
- l. Remuneration or fees for staff engaged to manage VERTU RESORT and any appointed managing agent acting as Property Manager; and
- m. Meeting other expenses of a general or regular nature relating to the maintenance and management of VERTU RESORT.

### 3.2.2. Sinking Fund

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

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



### 3.2.3. Insurance Premium

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

### 3.2.4. Cost Contributions

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

### 3.2.5. Payment of Charges Due to the Management

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

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

- a. A defaulters' list showing the amounts owed can be displayed on notice boards;
- b. The Management can deactivate the defaulter's electro-magnetic access card without prior notice. The defaulter can be asked to sign a register upon every entry/exit. A fee not exceeding RM50.00 can be charged for reactivation of the device upon settlement of arrears;
- c. Use of common facilities/services, including car park bays, can be suspended;
- d. The Management can demand payment of arrears by issuing such forms as prescribed by any relevant regulations or by such other means as may be determined by the Management at its discretion;
- e. A defaulter who fails to comply with such a notice of demand commits a criminal offence, and upon conviction, without reasonable excuse, can be fined up to RM5,000 or jailed for not more than three years, or both;
- f. The defaulter can be further fined up to RM50.00 for every day the offence continues after conviction; and/or
- g. If the debt due is not settled within the stated fourteen (14) day period in the notice of demand, the Management can file a claim in the Strata Management Tribunal to recover the sum. Failure to comply with an award made by the tribunal is a criminal offence and, upon conviction, the defaulter can be fined up to RM250,000 or jailed for not more than three years, or both. The defaulter can also be further fined up to RM5,000 for every day the offence continues after conviction.



# 04. Occupancy And Restrictions

## 4.1. Use of the Parcel

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

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

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

- a. Funeral parlour or any related or similar businesses or activities including without limitation the marketing of plots of land for burial of the dead;
- b. Any businesses or trades in connection with the supply of items or services for funerals and other funeral related occasions;
- c. Any businesses or trades in connection with or related to the supernatural and/or the occult;
- d. Any purposes (illegal or otherwise) which may be injurious or prejudicial to the reputation of the Buildings and/or the Project and/or the Overall Development;
- e. The setting up of places of worship and prayer in respect of any cult, religion or belief including the carrying out of any funeral rites;
- f. As workshops for any type of vehicles (motorised or otherwise) including but not limited to motorcars, motorcycles or bicycles;
- g. Any activities which emit, accumulate or disseminate or may emit accumulate or disseminate any unpleasant odour, fumes or dirt or cause nuisance to the Other Owner(s), their Invitee(s), general public and the neighbouring occupiers;
- h. Any activities dealing with substances and chemicals of an explosive, volatile, combustible and/or dangerous character and their by-products;
- i. Any unlicensed businesses or trades for public entertainment and amusement which involve gaming in/of any form;
- j. Any immoral, improper, offensive or unlawful businesses or trades including without limitation the operation of brothels or any activities which involve illegal businesses in any form;
- k. A place for public or private auction;
- l. Any religious or political activities;
- m. Unlicensed video games or other types of recreational activities (including but not limited to pinball and/or billiard and/or snooker parlours);

- n. Unlicensed massage parlours, any forms of social escort agencies or any related activities;
- o. Conduct or permit or suffer to be conducted in, on or about the said Parcel any auction, garage sales, or large gatherings nor shall any funerals or bereavement arrangements or services be held within the said Parcel;
- p. Permit the parcel to be advertised on Airbnb, Facebook or any other media platform and rented for commercial use as hostels, boarding homes, commercial homestays such as Airbnb or anything similar;
- q. Permit the parcel to be let on short term rental of any sort whatsoever. Short term rental is deemed to be any periods less than twelve (12) months in duration; or
- r. Any other activities which in the opinion of the Management are injurious or prejudicial to the reputation of VERTU RESORT.

## 4.2. Nuisance

### 4.2.1. General

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

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

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

### 4.2.2. Noise

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

- a. Honking unnecessarily within VERTU RESORT;
- b. Installation or use of equipment or apparatus within the Parcel which may cause excessive noise or vibration which can be felt or heard outside the Parcel;



- c. Any form of games which cause excessive noise; and
- d. Any musical instruments including but not limited to radios, hi-fidelity equipment, televisions, musical instruments and other like equipment to be played at such volume that would cause disturbance or nuisance to other Owner(s), his Invitee(s) or the Management at any time.
- e. Stomping on the floor or dragging furniture along the floor after 11.00 p.m. as it may cause disturbance to other Residents.

### 4.2.3. Plants

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

All potted plants shall be placed in containers so as to prevent dripping of water or soil onto other parcels or the Common Property and all potted plants or plants grown in flower boxes and visible from the exterior of the Buildings shall be maintained in a clean and healthy condition. Resident(s) shall ensure that any water contained in the pots and/or containers are free from mosquitoes and other harmful insects.

### 4.2.4. Drone and Aerial Devices

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

### 4.2.5. Keeping of Pets and Animals

- a. The Owner(s) and/or Resident(s) shall not, either by himself or through his Invitee(s) or other occupiers in the said Parcel keep and/or bring upon the said Parcel, Common Property any part of VERTU RESORT any insects, reptiles, livestock, poultry, household pets and/ or other animals whatsoever which may create or cause nuisance to other occupants in the Buildings;
- b. Animals which are small enough to breed in inaccessible spaces or pipes within VERTU RESORT are strictly prohibited inside the Parcel, Common Property or any part of the Buildings;
- c. Animals shall not be allowed to be kept within a Parcel if the animal has been found to have:-
  - Been on its own in the Common Property and/or other Residents' Parcel;
  - Damaged, soiled, defecated on or defiled any private or Common Property;
  - Noticeable odours;
  - Made or cause noises that disturb Other Owner(s) and/or Resident(s); or
  - Bitten, injured, attacked or attempted to attack anyone within VERTU RESORT premises or elsewhere;
- d. Owner(s) and/or Resident(s) who wish to keep a pet shall register the pet with the Management; and
- e. Pets shall be carried in their pet carrier at Common Property.

### 4.2.6. Hanging of Clothes

Owner(s) and/or Resident(s) are not permitted to hang clothes or other clothing apparel or laundry or anything whatsoever for airing or drying or other purpose whatsoever on any part of the said Parcel where in the sole and



absolute opinion of the Management such as clothes, clothing apparel or other things that may be visible from the exterior of the said Parcel, or which may otherwise detract from the aesthetic beauty of the said Parcel and/or the aesthetic value or beauty or ambience of the Common Property and the Buildings.

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

#### 4.2.7. Placement of Notices, etc.

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

#### 4.2.8. No Illegal tapping of Water / Electricity

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

#### 4.2.9. Be Civic Conscious

Owner(s) and/or Resident(s), his Guest(s) and Invitee(s) shall obey all signages such as "No Smoking", "Do Not Litter", "No Parking" and others.

### 4.3. Fire Risk

#### 4.3.1. Storage of Noxious, Dangerous and Hazardous Goods

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

The Owner(s) and/or Resident(s) shall not store arms, ammunitions and unlawful goods which in the opinion of the Management is of a noxious or dangerous or hazardous nature.

Highly combustible materials and substances shall be properly packed and labeled for disposal by a professional carrier approved by the Management at the own cost of the Owner(s) and/ or Resident(s).

#### 4.3.2. Burning

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

### 4.3.3. Precautions

The Owner(s) and/or Resident(s) shall take all necessary precautions to prevent any outbreak of fire. Aerosol products such as lighter fuels and hair spray shall be kept away from any heat source or strong sunlight. Stove, fire or heating appliance that may cause a fire to the Buildings due to overheating of the stove or heating appliance shall not be left unattended.

### 4.3.4. Avoidance of Insurance Policy

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

### 4.3.5. Fire-Fighting and Installation of Equipment

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

## 4.4. Maintenance and Upkeep

### 4.4.1. Maintenance and Upkeep of the Parcel

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



to the sewers or drains in, on, under or about of forming part or serving the said Parcel in which event the Owner(s) shall be liable for all damages, costs and expenses incurred by the Management in remedying such damage or blockage and the Owner(s) shall on demand pay to the Management all such damages, costs and expenses incurred within fourteen (14) days from the date of the Management's notice of demand.

- g. All Residents are required to remove any materials trapped in the floor traps of the bathrooms and wash areas so that water ponding and leakage to Parcel below can be prevented.
- h. The Owner shall at his own costs and expenses within seven (7) days from the date of the Management's written request to the Owner forthwith repair and make good all defects in and to the said Parcel and any parcels adjoining, adjacent, below and above that may be affected by the failure of the Owner to keep the said Parcel in good and substantial repair and condition or arising from any renovation works conducted. In particular, the cost of making good any inconvenience, leak, stain or damage to the Common Property and any other parcels adjoining, adjacent, below and above that may be affected by the failure of the Owner to keep the said Parcel in good and substantial repair and condition including liabilities whatsoever arising thereof shall be borne solely by the Owner. In the event the Owner fails to repair and make good the said defects or damages within the abovesaid time frame, the Management shall be entitled, at its absolute discretion, on its own or by its agent to repair and make good such defects and damages and all costs and expenses for and incidental to the same shall be borne by the Owner and be paid by the Owner to the Management within seven (7) days from the date of the written request/notice for payment thereof and shall be deemed as a debt due from the Owner to the Management on the expiry of the said seven (7) days period and forthwith recoverable by action in any court of competent jurisdiction from the Owner including legal costs on a full indemnity basis.
- i. The Owner shall give at least fourteen (14) days prior written notice to the Management and to the Other Owners of the Other Parcels adjoining, adjacent, below and above the said Parcel of the Owner's intention to repair any joints, slabs, columns or beams on which the floors and the ceilings of the said Parcel are laid and shall make good any damage whatsoever and howsoever caused to all Other Parcels and/or the Common Property (as the case may be) affected thereof PROVIDED ALWAYS that such repair works will not affect the structural integrity/stability of the Buildings and prior to such repair works the Owner has obtained all necessary written consents from the Management and/or the Appropriate Authorities.

#### 4.4.2. Disposal of Waste

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



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

#### 4.4.3. Maintenance and Upkeep of the Common Property by the Management

The Management shall use its best endeavours to keep the roofs, main structure, walls, floors and main drains and pipes and lifts of the Common Property and facilities in a good state of repair and maintenance. Where the Management or its agents performs any repairs, works or acts that is required or authorised (whether, expressly or impliedly, by any written law or consequent upon any notice or order by any Appropriate Authorities or otherwise) but the repairs, works or acts were :-

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

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

#### 4.4.4. Access by the Management to Carry Out Repairs

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

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

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

## 4.5. Air-Conditioners and Compressors

In respect of the installation of air-conditioner compressors:-

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

## 4.6. Exterior and Façade

- 4.6.1.** Owner(s) and/or Resident(s) shall not cause or permit to be caused on, within and/or around the exterior and/or interior of any balcony or terrace or yard appurtenant to the said Parcel any or all of the following:-
  - a. to be enclosed whether partially, fully and/or completely and whether permanently, semi-permanently or otherwise;
  - b. to be covered by any awning, canopy, erection or such other structure whether permanent, semi-permanent, movable or otherwise or by whatever name called;
  - c. to be increased in size, depth, altered in configuration, renovations, improvements and/or changes;
  - d. to be put, stored, laid, deposited, erected, placed, constructed and/or positioned any erection, structure, and/or monument, irrespective of size and whether permanent, semi-permanent, movable or otherwise; and
  - e. to be put, stored, laid, deposited, planted, placed and/or positioned any vegetation save and except with the prior written consent from the Management.
- 4.6.2.** Owner(s) and/or Resident(s) shall not leave or store any unsightly items which can be viewed or seen from outside the said Parcel i.e. from the windows, walls, balconies or roofs of any Parcels.
- 4.6.3.** Owner(s) and/or Resident(s) shall not cause or permit to be caused any painting, or other decoration of any nature to the exterior of the said Parcel.



- 4.6.4.** Owner(s) and/or Resident(s) shall not cause or permit to be caused the installation of electrical wiring, television antenna, satellite dish, ASTRO Dish, machines or other transmitting or receiving devices/apparatus to the exterior of the said Parcel.
- 4.6.5.** Owner(s) and/or Resident(s) shall not install, construct and/or affix any grilles to the doors and windows of the said Parcel without the prior written approval from the Management, who shall impose such terms and conditions in its sole and absolute discretion as the Management shall deem fit and proper.
- 4.6.6.** Owner(s) and/or Resident(s) shall not affix, erect or attach or cause to be affixed, erected or attached upon any part of the exterior of the said Parcel or outside any windows thereof, any external blinds, shades, awnings, screens or grilles, and any placard, poster, notice, advertisement, name sign whatsoever which are visible from the outside or otherwise do anything to alter or affect any part of the external appearance of the said Parcel and Buildings.
- 4.6.7.** The Owner(s) shall not alter or cause to be altered the exterior façade of the said Parcel and shall ensure and maintain the aesthetic value, beauty or ambience of the said Parcel in the Buildings, and shall not do anything to change or adversely affect the uniformity and aesthetic integrity of the said Parcel, the Buildings or any part thereof and that no projections/protrusion shall be extended through any walls, doors or window openings of the said Parcel.
- 4.6.8.** The Owner(s) and Resident(s) undertakes that they shall abide by the Grille Guideline and locations whereby in default of which the Management may upon giving forty eight (48) hours' notice in writing to the Owner(s), proceed to remove such structure and the costs incurred as a result thereof shall be borne by the Owner(s) and shall be deemed a debt due from the Owner(s) to the Management and the Owner(s) shall on demand pay to the Management the costs incurred within fourteen (14) days from the date of the Management's notice of demand.

## 4.7. Conduct of Children

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

## 4.8. Other Restrictions

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

- a. For safety reasons, install and/or cause to install any electrical sockets or electrical power points and/or use any electrical equipment or appliance which do not come with the certification mark of SIRIM and may result in the increase in the voltage supply to the said Parcel without the prior written consent of the Management;



- b. Allow or cause to be allowed erect upon, affix to the said Parcel or any part thereof any machinery, mechanical, scientific, electrical apparatus except radio, television receiving sets (with indoor aerial) and the usual domestic electrical apparatus and in the event that such written consent is being given, the Owner(s) shall ensure that the same is properly fitted with the approved suppressors without any electrical interference to the Other Owner(s); and
- c. Leave and/or store any goods, chattel and/or vehicle which may cause danger, nuisance, inconvenience or obstruction to others and/or which may result in damage/destruction of any fauna/flora and/or any landscaping in, on and/or about the Common Property and/or any part of the Buildings.

## 4.9. Use of Management's Employee

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

## 4.10. Shop Lots (if any)

Retail/business/commercial activities and/or services at the shop lots or retail lots ("Shop Lots") within VERTU RESORT shall be determined by the Developer at its absolute discretion subject always to any changes that may be implemented from time to time or at any time by any private entities providing or causing to provide such activities and/or services in the Shop Lots as allowed or authorised by the Developer. The Developer and/or Owner(s) of the Shop Lots may organise or permit to be held on or allow the use of the Shop Lots for such promotional or publicity campaigns, festivals, carnivals, bazaars, and other activities of a similar nature. These activities organised or permitted to be held by the Developer and shall not be a cause for complaint by Other Owner(s) or Resident(s) whether for nuisance or otherwise nor shall they form the basis for non-payment or delay of any payment due and payable hereunder.

# 05. Common Property And Areas

## 5.1. No Obstruction at Common Property

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

## 5.2. No sales or soliciting

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

## 5.3. Elevators

Lifts are provided for convenient access to the Parcels. Owner(s) and/or Resident(s) shall obey the following rules:-

- a. Smoking in the lifts are strictly prohibited;
- b. No person(s) shall wear a wet bathing suit, drink or eat in the lifts;
- c. Bicycles and any motorised form of transport, other than wheelchairs, are not to be placed in any lift;
- d. No person shall tamper with any of the control panels as it may prevent the proper function of the lift;
- e. In the event of power failure, fire or other emergencies, Owner(s) and/or Resident(s) shall not use the lifts but the stairways to vacate as per the emergency response plan. The Management office is in possession of the emergency response plan and evacuation procedure manual;
- f. No person shall use the passenger lifts for moving in or removal of furniture without prior written permission from the Management. The Owner(s) and/or Resident(s) shall be responsible for any damage caused to the elevators; and
- g. Any moving or removal of furniture is only allowed via/by way of the Bomba/Service lift. Strict care shall be exercised in the moving of furniture or any such items into the Bomba/service lift, service lobby and



service corridors.

- h. The Management shall impose a fine not exceeding Ringgit Malaysia Two Hundred (RM200.00) against any Resident(s) and/or Owner(s) who fail to comply with Section 5.3. In addition, the cost of repair of the lifts shall be borne by the Resident(s) and/or Owner(s) or his agent, guest, contractor and shall be paid to the Management within seven (7) days from the date of the Management's written request/notice for payment thereof and shall be deemed as a debt due from the Resident(s) and/or Owner(s) to the Management.

## 5.4. Furniture and Equipment in Common Property

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

## 5.5. Common Garden and Landscaping

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

## 5.6. Parties and Functions

Owner(s) and/or Resident(s) are not permitted to use the lobby and other Common Property for any private functions except at the designated area for such functions. Parties and functions shall be confined within the Parcel or held at the designated areas such as the Event Pavilion and Dining Pavilion, Karaoke & Virtual Games Room, Barbecue Lawn, Pool Bar, Cocktail & Event Deck and Social Kitchen & Kids Playroom up to 11.00 p.m. or such other time as may be specified by the Management to avoid disturbance to Other Owner(s) and/or Resident(s).

The use and enjoyment of the Common Property by the Owner(s) and/or Resident(s) shall be in such manner as shall not interfere with the use and enjoyment thereof by the Other Owners or their Invitees. The Common Property shall not be permitted to be used for any auction, garage sale, function or gathering without the prior written consent of the Management nor shall any funeral or bereavement arrangement or services be held within the said Parcel or any part of the Common Property, the Buildings and/or VERTU RESORT.

## 5.7. Weightage and Loading

The Owner shall not place any article or thing whatsoever in the Common Property which may overload or impair the walls, columns beams, slabs, floors or ceilings of the said Building in which the said Parcel is located otherwise



whatsoever, howsoever or wheresoever in excess of the limit allowed by the Management or the Management's professional advisor and which may affect the structural stability or structural integrity of the said Building or the overall safety of the said Building.

## 5.8. Liabilities for Damage to Common Property

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

## 5.9. Common Property Use

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

## 5.10. No Liability

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

# 06. Card Access System

If applicable, the Owner(s) and/or Resident(s) shall in addition observe and comply with the following:-

## 6.1. Entry and Exit Access Cards

As part of the Building's security, a card access system is installed at specific entry and exit doors to the Building, and also at the lifts; these doors and lifts cannot be accessed or operated without the use of such access cards.

- a. The Owner(s) shall carry his access card at all times;
- b. The Owner(s) shall be given two (2) pieces of access cards per Parcel free of charge. However, such access cards shall remain the property of the Management. Any additional/ replacement access cards (subject to availability) may be charged. A surcharge shall be imposed for replacement of a lost access card;
- c. The access cards are non-transferable and are meant to be for the Owner's and/or Resident's own use and shall be retained in the proper care and control of the Owner(s) at all times. Prior written notification shall be given to the Management if such access cards are given to his Invitee(s), or other occupiers occupying the said Parcel and their employees, agents, servants and contractors of the Owner(s). The Management shall be kept updated of any and all changes. If such access card is lost or stolen, the Owner(s) shall report such loss or theft to the Management in writing;
- d. Additional cards up to a maximum total of two (2) per bedroom of the said Parcel may be purchased from the Management Office at RM50.00 per additional access cards or at such charges as may be determined by the Management;  
Studio unit - Max. 4 access cards  
3-Bedroom unit - Max. 6 access cards  
4-Bedroom unit - Max. 8 access cards
- e. Lost or damaged access cards may be replaced. A penalty of RM100.00 per access card may be charged or at such amount of penalty as may be determined by the Management;
- f. The Management reserves the right to confiscate any access cards which have been misused by the Owner(s) and/or Resident(s); and
- g. The Management reserves the right to deactivate the access card(s) in accordance with Section 3.2.5(b) or at its discretion.
- h. The Management shall be entitled to impose a fine not exceeding Ringgit Malaysia Two Hundred (RM200.00) against any Resident and/or Owner who has duplicated or cloned the access cards and to deactivate all cloned cards including the access cards issued to the said Resident and/or Owner.
- i. A charge not exceeding Ringgit Malaysia Fifty (RM50.00) shall be imposed for the reactivation of access cards.



## 6.2. License Plate Recognition (LPR) System for Car Parking

Owner(s) and/or Residents(s) will need to provide the vehicle plate numbers depending on the entitlement of car park bays allocated to the said Parcel in accordance with the individual strata title via Owner/Tenant Registration Form to the Management.

# 07. Use Of Car Parking Bays

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

- a. On no occasion is/are the Owner(s) and/or Resident(s) permitted to park his car and/or any other vehicle (motorised or otherwise) in any car parking bay(s) other than the designated car parking bay(s) allocated to the Owner(s) and/or Resident(s). The Owner's or Resident's car or vehicle shall at all times be properly parked within the designated car parking bay(s).
- b. The car parking bay(s) shall be used for the parking of passenger car(s) only.
- c. Any such car parked at unauthorised bays shall be clamped or towed away by the Management at the Owner's or Resident's costs and the Management reserves the right to impose and charge a fine on the Owner(s) and/or Resident(s) at such rate or rates at the absolute discretion of the Management.
- d. The Management shall also have the right to clamp the wheels or immobilise any vehicle, without prior warning, if found in breach of the rules herein. The wheel clamps and immobilisers will only be released upon payment of RM100.00 to the Management, which may be varied by the Management from time to time.
- e. The Management shall also have the right to tow away and/or remove any car and/or any other vehicle (motorised or otherwise) left abandoned in the Common Property or any part of the Buildings.
- f. The Management shall reserve the right to suspend and/or terminate the use of the car park access card and/or not to provide or renew such car park access card to the Owner(s) and/or Resident(s) until and unless all and/or any outstanding sum due to the Management by the Owner(s) and/or Resident(s) has been fully settled by the Owner(s) and/or Resident(s).
- g. Except for minor repair works which do not create or cause any nuisance or inconvenience to other occupants, no repair work on the Owner's/Resident's, or his Invitee's, car(s) and/ or vehicle(s) shall be permitted on the assigned car parking bay(s).
- h. The Management reserves the right to stipulate from time to time any other terms and conditions relating to the use and access to the car parking area or to impose on the Owner(s) and/or Resident(s) such other terms and conditions as shall be imposed by the Appropriate Authority.
- i. The car parking bay(s) shall only be used for parking the Owner's/Resident's own vehicle(s) or that of his Tenant(s) and the Owner(s) shall register the registration number of his or her Tenant's vehicle(s) with the Management and shall forthwith notify the Management in writing on any changes thereof. Management reserves the right to refuse entry to any unregistered vehicle.



- j. The Owner(s) and/or Resident(s) shall notify and immediately seek the permission of the Management if he is making use of the car parking bay(s) for a vehicle not otherwise recorded by the Management.
- k. Motorcycles, bicycles and other similar forms of transport shall be parked at the designated parking lots and on no occasions are these vehicles allowed to be left or parked at other areas.
- l. No washing of cars shall be permitted at the car parking area or any part of the Buildings save and except for the allocated car wash areas.
- m. The Owner(s) and/or Resident(s) shall not allow any boats, containers, machines or any other vessel or equipment or object of his, of that of his Invitee(s) to be placed in the car parking bay(s) or any other area within the Buildings without the written consent from the Management.
- n. The Owner(s) and/or Resident(s) shall not allow and shall ensure that his Invitee(s) shall not park in the car parking bay(s) of Other Owner(s) and/or Resident(s). Vehicles parked by the Owner(s), Resident(s) or his Invitee(s) in the car parking bay(s) of Other Owner(s) may be clamped or towed away by the Management at such Owner's or Resident's cost.
- o. The Owner(s) and/or Resident(s) shall not cause any obstruction to the ingress and egress to the adjacent car parking bays or the roadways within the Buildings or for that matter, any fire exits or fire access routes or access routes to pump rooms and substations by leaving or parking or permitting to be left or parked any vehicle belonging to or used by the Owner(s), Resident(s) or their Invitee(s). The Management reserves the right to take any appropriate actions which includes towing away any vehicles which proves to be an obstruction at the Owner's(s) and/or Resident's(s) cost. The Management shall not be liable for any damage to the vehicle and injury or inconvenience suffered by the Owner(s)/ Resident(s) or for any damages whatsoever arising therefrom, including any negligent act or omission.
- p. The Owner(s) and/or Resident(s) shall not barricade or affix grilles or any structures around any of the car parking bay(s).
- q. The height restriction for vehicle entry into the multi-storey car park is 2.1 meters. Security guards may bar entry to any vehicle which does not comply with this restriction. Those who fail to comply with the height restriction will be liable for rectification costs due to any damage caused to any part of the Common Property.
- r. For security reasons, only vehicles with car stickers and/or car park access cards will be allowed entry, otherwise, registration at the guardhouse is required. Management reserves the right to refuse entry of any vehicles which are not registered.
- s. The Owner(s) shall have an unobstructed use of the car parking bay(s) provided always that the Owner(s) shall have paid all monies due and owing by the Owner(s) to the Management, in the event there are monies unpaid for the Charges due from the Owner(s) and/or Resident(s) to the Management, the Management shall be entitled to stop and refuse entry of the Owner's/Resident's car or vehicle into the car parking bay(s) or Buildings, until such time the Owner(s) and/or Resident(s) makes full payment of the outstanding amounts due.
- t. The Owner(s) and /or Resident(s) shall ensure that their invited guests, visitors, Managements, servicemen park at the allocated visitor car parking bay(s). Any guest, visitors and Managements that will park their car overnight will need to apply for approval from the Property Management and an overnight charge of Ringgit Malaysia Ten (RM10.00) or such other rate as may be determined by the Management shall be chargeable.

## 08. Use Of Store Room (If Applicable)

The Owner(s) irrevocably and unconditionally covenants and undertakes to use the store room(s) solely for its/their purpose and not for any other purpose which is not the purpose of its/their built and subject to the House Rules and Regulations herein or such other rules or regulations as may be made by the Management from time to time:-

### 8.1.

The Owner(s) and/or Resident(s) shall use the store room(s) as a place for storage of goods only and shall not do or permit to be done therein any work and/or any activities of commercial nature or otherwise.

### 8.2.

The Owner(s) and/or Resident(s) shall lock and shall ensure that the store room(s) door remain locked at all times.

### 8.3.

The Owner(s) and/or Resident(s) cannot and shall not use or permit the store room(s) to be used as a place:-

- a. For lodging, sleeping, cooking, garage sale, flea market, direct sales, parties, gathering, meeting or any such purposes;
- b. For garbage, rubbish or trash disposal;
- c. For worship or prayer in respect of any cult, religion or belief;
- d. For sanding, painting, welding, soldering or operating of tools or equipment;
- e. For practicing or playing musical instruments (individual or group);
- f. For any illegal or unlawful or immoral purpose; or
- g. For any activities which may in the Management's sole judgement cause uncomfortableness or annoyance or nuisance to the public.

### 8.4.

The Owner(s) and/or Resident(s) shall not display or permit to be displayed on the walls of the store room(s) or any part thereof any advertisement notice bill or name-plate.

### 8.5.

The Owner(s) and/or Resident(s) shall not store or permit to be stored in about or near the store room(s) or any part thereof:-

- a. Any stolen goods or other illegal items;
- b. Any explosives, ammunition, dangerous or hazardous chemicals;
- c. Any corrosive materials;
- d. Any flammables or oil soaked rags;
- e. Any improperly packaged spoilable foods;
- f. Any live animals or other live stocks;
- g. Any goods or anything that could make or cause loud noises;



- h. Any noxious (harmful or injurious to health) goods; or
- i. Any goods or items with excessive odours which may cause uncomfortableness or annoyance or nuisance to the public.

## 8.6.

The Owner(s) and/or Resident(s) shall not:-

- a. Allow smoking in about or near the store room(s); or
- b. Allow any motorised vehicles to be brought into the store room(s).

## 8.7.

The Owner(s) and/or Resident(s) shall not in any manner whatsoever assign, sublet or sublease the store room(s) or any part thereof without the prior written consent of the Management.

## 8.8.

All users of the store room(s) shall use the store room(s) at their own risks, the Management shall not in any manner whatsoever be responsible or liable to the users for any loss, damage, injury to or death of any person/property incurred and/or sustained by the users or for any loss and/or damage to their personal property.

# 09. Security And Safety

## 9.1. Securing Your Parcel

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

## 9.2. Insurance Coverage

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

## 9.3. Visitor Access and Security Screening

- a. All visitors are subject to screening by the security guard and registration at guard house where particulars of the visitors, their vehicle registration number, their time and purpose of entering the premises and which Parcel they intend to visit are recorded or in other such manner as directed by the Management.
- b. Owner(s) and/or Resident(s) are to register the complete details and work schedule of tuition teachers, outsourced maids, nannies and drivers.
- c. All Owner(s) and/or Resident(s) are responsible in informing their visitors of the House Rules and Regulations and to comply with all the House Rules and Regulations. Owner(s) and/or Resident(s) shall be held responsible for their proper conduct within the premises and be liable for any loss or damage suffered by the Common Property, plant, furniture and equipment caused by their Invitee(s).
- d. Where the visitor is an invited Guest(s), the Owner(s) and/or Resident(s) shall inform the guard house in advance and provide the particulars as stated in Section 9.3(a) with the expected time of arrival to facilitate smooth entry, or in other such manner as directed by the Management.
- e. If a visitor shows up unexpectedly without any notification to the security guard by the Owner(s) and/or Resident(s), the visitor will have to call the Owner(s) and/or Resident(s) concerned for security clearance and they may be subject to one of the procedures above or in other such manner as directed by the Management.
- f. If visitor parking bays are available, the guard may issue a visitor parking pass (or any other control method) for the visitor to enter and/or display on their dashboard when parking at the visitor's carpark.
- g. Visitor's car park bays are strictly for registered visitors and Guest(s) only. Owner(s) are not allowed to park at the designated visitor car park bays. Not more than two (2) vehicles of Invitee(s) or Guest(s) are allowed into VERTU RESORT for duration of more than forty eight (48) hours or overnight at any one time for each Parcel, unless with prior written approval from the Management or in other such manner as directed by the Management.



## 9.4. Deliveries

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

# 10. Common Facilities

## 10.1. Usage Of Common Facilities

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

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

- i. The Owner(s) and/or Resident(s) if found in breach of any rules and regulations may be asked to leave the facility premises by the Management or anyone under the order of the Management.

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

## 10.2. General Rules and Regulations

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

- a. Only Residents are allowed to use/book Common Facilities. Non-resident Owner(s) have assigned their rights to their Tenant(s).
- b. The employees of the Owner(s) and/or Resident(s) are not permitted to use the Common Facilities.
- c. Ball games are not allowed within the compounds of the Buildings except at areas designated for such games.
- d. Children aged twelve (12) years and below should not use any of the recreational facilities unless accompanied by their parent(s) or a supervisory adult, who shall be responsible for their safety and conduct.
- e. Resident(s) must be properly attired when using the Common Facilities. Appropriate shoes (non-marking) must be worn when using gymnasium equipment, exercise area, etc to avoid damages to the surface of Common Facilities.
- f. Except for those games and activities for which it is intended for, no other games or activities such as football, roller skating/blading, skateboarding and horseplay of any sort will be allowed in or near the recreation facilities.
- g. Smoking around the Common Facilities and area is strictly prohibited except at areas designated for smoking such as the Cigar Lounge.
- h. No littering and spitting, repugnant behaviour is allowed and all litter must be disposed in designated refuse bins.
- i. The Owner(s) and/or Resident(s) shall at all times observe and comply with all instructions, warnings, signboards and all signs and notices put in or about the Common Property by the Management.
- j. Owner(s) and/or Resident(s) are required to register their bookings for the use of facilities that require payment of a refundable deposit and nominal fees as stipulated herein. Such refundable deposit and nominal fees may be subject to revision at the Management's discretion.
- k. Use of any outdoor facilities during a thunderstorm is strictly prohibited.
- l. The Management will not take any responsibility for any accident or accidental bodily injury, loss or damage to personal property or any other losses or damages that may be suffered or incurred, during the use of any of the following Common Facilities.
- m. Operations of any Common Facilities are subject to change by the Management at their discretion, if required.



# Ground Floor Facilities

## 10.3. Semi-Automated Car Wash

- a. The Management shall not be liable for any mishaps, injuries, losses or damage of property sustained by the Owner(s) and/or Resident(s) or Guests whilst using the car wash.
- b. Operating hours are from 7.00 a.m. - 7.00p.m. or such other period as may be determined by the Management from time to time.
- c. The nominal charges may be subject to change as and when necessary or required.

## 10.4. Surau

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

## 10.5. Convenience Store, Kindergarten & Launderette Room

- a. The Operators shall have all the necessary business licenses and have signed the necessary agreement(s) prior to the commencement of the operation of the Convenience Store, Launderette Room & Kindergarten.
- b. The Operators and the customers of the Convenience Store, Launderette Room & Kindergarten shall not be allowed to use the Common Facilities.
- c. The Operators shall not place tables and chairs outside of the area designated by the Management.
- d. The Operators shall not hang and/or dry laundry, dirty linen and/or any apparatus or fabrics used by the Convenience Store, Launderette Room & Kindergarten in the public area.
- e. No littering, marking or painting of any part of the area.
- f. The operation of the Convenience Store, Launderette Room & Kindergarten is at the sole risk of the Operator. The Management will not be responsible for any mishaps/accidents, loss or damage to any personal property, injury or loss of any person.
- g. The Convenience Store, Launderette Room & Kindergarten shall remain open for business at the designated operating hours as stipulated by the Management and agreed by the Operator.
- h. These rules and regulations are subject to revision at the discretion of the Management as and when it deems necessary.

## 10.6. Smart Parcel Locker

- a. The smart parcel locker consists of various compartment sizes, to be used by Owners and/or Residents to store delivered items while they are not home.
- b. The lockers shall be used only by authorised personnel (e.g. delivery and security personnel) to store delivered goods for residents, and not for the collection of items to be sent or shipped out (i.e. Owners and/or Residents cannot use the lockers for their own shipment/delivery purposes).
- c. Lockers cannot be used for any personal or illegal purposes.
- d. No wet or organic items including (that of) food deliveries are permitted to be deposited in the lockers.
- e. An additional charge of RM5.00 for the small locker, RM10.00 for the medium locker and/or RM15.00 for the large locker is charged per day if the item is not collected within 24 hours.
- f. Security personnel are not obliged to receive parcel(s) on behalf or for residents or unit owners.
- g. The Management shall not be liable for any lost items/parcels or damages to the items/parcels stored in the smart parcel locker or left outside or at the security main post.

## 10.7. DIY Tools Room

- a. The DIY Tools Room is available from 9.00 a.m. to 5.00 p.m. Monday to Friday and 9.00 a.m. to 1.00 p.m. on Saturdays or at such other period as may be determined by the Management from time to time.
- b. All tools and equipment must be returned on the same day.
- c. In the event, Owners and/or Residents do not return the tools within the same day, a penalty of RM10.00 per day will be charged. The Management may at their discretion revise the fee, if required.
- d. Only Owners and/or Residents are permitted to borrow the items and are required to sign out the items and to be attended to by a Management staff.
- e. Owners and/or residents are required to inform the Management 24 hours prior to collecting the required items from the Management.
- f. No one is allowed to access the DIY Tools Room without Management staff in attendance.
- g. No one is allowed to move any item from the room without prior permission.

## 10.8. Recycling Room

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



## 10.9. EV Car Park

- Each car is only allowed to charge for 7 hours per day in total. No overnight charging is permitted.
- This facility can be used to charge cars that have been registered with the Management only.
- The electricity power points allocated for use shall be 13Amps only.
- A fair nominal fee shall be imposed where the quantum will be determined from time to time by the Management.

## 10.10. Trolley Bay

- Pets are not allowed to be placed on trolley.
- Owner(s) and/or Resident(s) must return trolleys to designated trolley bays after used.

# Level 8 Facilities

## 10.11. Tuition Room and Study Room

- The Tuition Room and Study Room is open from 9.00 a.m. to 9.00 p.m. or at such other time as may be determined by the Management from time to time.
- A nominal fee of RM10.00 and refundable deposit of RM100.00 shall be paid by the Resident(s) making the reservation. The Management may at their discretion revise the fee, if required. The deposit shall be refunded to the Resident(s) without interest after the Management is satisfied with the cleanliness and condition of the Tuition Room and Study Room.
- Rooms are for tutorial purposes only.
- Booking of the room shall be made on a first-come, first-served basis.
- Users should not move any item(s) from the Tuition Room and Study Room without prior permission. The Management may inspect rooms to ensure regulations are being complied with and may request occupier to present identification card for inspection.
- No eating or smoking will be permitted in the rooms.
- All air-conditioner(s), lights and/or fans are to be switched off after the use of the facility.

## 10.12. Library & Reading Lounge

- The Library & Reading Lounge is open from 9.00 a.m. to 9.00 p.m. or at such other time as may be determined by the Management from time to time.
- No eating or smoking will be permitted in the library & reading lounge.
- Loose-leaf paper, pencils, laptop computers, and mobile devices in silent mode are allowed at the study tables. Users must silence cell phones and leave the library & reading lounge to place or receive calls.

- d. Users must return materials to the shelves before exiting the library & reading lounge for any reason.
- e. All air-conditioner(s), lights and/or fans are to be switched off after the use of the facility.

## 10.13. Indoor and Outdoor Gymnasium

- a. The gymnasium is open daily or at such other period as may be determined by the Management from time to time.
- b. The gymnasium is strictly for the use of the Owner(s) and/or Resident(s).
- c. Only Owner(s) or Resident(s) aged eighteen (18) years and above are allowed to use the facility in the gymnasium and anyone below the age of eighteen (18) years shall be accompanied and supervised by an adult at all times, who shall be responsible for the conduct and safety of the minor children.
- d. Children aged twelve (12) years and below are not allowed into the gymnasium.
- e. All the equipment placed and/or installed in the gymnasium have been provided for the use, safety, comfort and convenience of all occupants and therefore shall not be damaged, removed or altered without the permission of the Management. Users are responsible for any damages to the facility or equipment.
- f. All users should wear appropriate apparel and footwear to comply with the requirements of the gymnasium. No street shoes are allowed, only proper sports shoes and no wet swim wear is to be worn in the gymnasium. Otherwise the access to and use of such facility will be refused.
- g. All air-conditioner(s), lights and machines are to be switched off after using the facility.
- h. No eating or smoking will be permitted in the gymnasium.
- i. Resident(s) are advised to bring their own towel(s) and to make sure the equipment is free from sweat or any other residue after usage.
- j. Please mute mobile phones and do not speak loudly inside the gymnasium.
- k. For the safety of all users, please refrain from preventing or interfering others' use of the equipment in the gymnasium.

## 10.14. Kids Roll & Tumble Play Area

- a. Only for children aged between 2 - 6 years old and shall be accompanied and supervised by an adult at all times, who shall be responsible for the conduct and safety of the children.
- b. No food and drinks is allowed.
- c. Owners and/or Residents shall, prior to using this facility, ensure that they and their children are free of illness. Children who are unwell must not use the facilities. Should a child be sick, they will need to leave the premises for risk of infection to other children. No exceptions will be made when children are unwell regardless of medical condition.
- d. Please wash hands with soap or sanitise hands before entering to ensure germs are not spread around and to help us keep this place clean.
- e. Please remove anything hazardous from pockets before going into the play structures.
- f. All air-conditioner(s), and lights are to be switched off after using the facility.
- g. No eating, drinking or smoking will be permitted in the room.



## 10.15. Kids Adventure Playground

- a. Only for children aged between 5 - 12 years old and shall be accompanied and supervised by an adult at all times.
- b. Owners and/or Residents shall, prior to using this facility, ensure that they and their children are free of illness. Children who are unwell must not use the facility. Should a child be sick, they will need to leave the premises for risk of infection to other children. No exceptions will be made when children are unwell regardless of medical condition.
- c. No eating, drinking or smoking will be permitted.
- d. Please wash hands with soap or sanitise hands before entering.
- e. Please remove anything hazardous from pockets before going into the play structures.
- f. Use of any outdoor facilities during a thunderstorm is strictly prohibited.

## 10.16. Kids Classic Play Area & Toddlers Playground

- a. Only for children aged between 2 - 12 years old and shall be accompanied and supervised by an adult at all times, who shall be responsible for the conduct and safety of the children.
- b. Children and adults are required to remove their shoes before going into the play areas (if necessary).
- c. Owners and/or Residents shall, prior to using this facility, ensure that they and their children are free of illness. Children who are unwell must not use the facilities. Should a child be sick, they will need to leave the premises for risk of infection to other children. No exceptions will be made when children are unwell regardless of medical condition.
- d. No eating, drinking or smoking will be permitted.
- e. Please wash hands with soap or sanitise hands before entering.
- f. Please remove anything hazardous from pockets before going into the play structures.
- g. No climbing on nets, poles or netting inside or outside the play area (if any).
- h. Use of any outdoor facilities during a thunderstorm is strictly prohibited.

## 10.17. Sandbox Play Area

- a. All children playing inside the sandbox play area must be under the supervision of an adult at all times who shall always maintain a visual line of sight of the children.
- b. The sandbox play area is specifically designed for children aged between 2 - 6 years old. Age restriction is in force for safety for all children.
- c. Do not throw the sand outside, towards others or any action that may cause injury is strictly forbidden.
- d. No eating, drinking or smoking will be permitted in the play area.
- e. No shoes to be worn inside.

## 10.18. Hanging Net & Climbing Playroom

- a. The Hanging Net & Climbing Playroom is open daily from 9.00 a.m. to 10.00 p.m. or at such other time as may be determined by the Management from time to time.
- b. The Hanging Net Playroom is only for children aged between 5 - 12 years old and the Wall Climbing Playroom is only for children aged between 2 - 6 years old. All children shall be accompanied and supervised by an adult at all times, who shall be responsible for the conduct and safety of the children.
- c. Only six (6) children are allowed at any one time in the Hanging Net Playroom and three (3) children in the Beehive Climbing Net area.
- d. Owners and/or Residents shall, prior to using this facility, ensure that they and their children are free of illness. Children who are unwell must not use the facilities. Should a child be sick, they will need to leave the premises for risk of infection to other children. No exceptions will be made when children are unwell regardless of medical condition.
- e. Please wash hands with soap or sanitise hands before entering to ensure germs are not spread around and the place is clean at all times.
- f. No running and horse play.
- g. Please remove anything hazardous from pockets before climbing.
- h. Do not walk under or climb over other climbers, and always be mindful of other climbers.
- i. No eating, drinking or smoking will be permitted in playroom.

## 10.19. Games Room & Table Tennis

- a. The games room and table tennis is open from 9.00 a.m. to 9.00 p.m. or at such other time as may be determined by the Management from time to time.
- b. Gambling, betting and/or similar activities are not permitted.
- c. No eating or smoking will be permitted in games room and table tennis.
- d. Music may be played at a low level.
- e. No one is permitted to leave the games room and table tennis with equipment.
- f. If there is a wait for the game systems, the waiting parties can initiate the 30 minutes game play restriction, with a list of players on a first-come, first-served basis.
- g. All air-conditioner(s), lights and/or fans are to be switched off after using the facility.

## 10.20. Barbeque Lawn (Level 8) & Family Barbeque Area (Level 34)

- a. The barbecue lawn is open daily from 5.00 p.m. to 11.00 p.m. or at such other period as may be determined by the Management from time to time.
- b. The Owner(s) and/or Resident(s) intending to use the barbecue lawn is/are advised to make early reservation to avoid disappointment. The reservations are made on a first-come, first-served basis.
- c. A nominal fee of RM100.00 and refundable deposit of RM200.00 shall be paid by the Resident(s) making



the reservation. The deposit shall be refunded to the Resident(s) without interest after the Management is satisfied with the cleanliness and condition of the barbecue lawn.

- d. The Management may at their discretion revise the fee, if required.
- e. Children should be kept away from the barbecue pit to avoid accidents.
- f. All rubbish shall be cleared from that area after use.
- g. All users shall refrain from making excessive noise as it may disturb other Resident(s).
- h. Owner(s) and/or Resident(s) are responsible for the behaviour of their Guest(s) at the function. All invited Guest(s) must behave properly. Wild and indecent acts are strictly prohibited.
- i. Use of any outdoor facilities during rain or thunderstorm is strictly prohibited.
- j. Smoking is not permitted within the Barbeque Lawn and Family Barbeque Area.

## 10.21. Music Room

- a. The music room is available daily from 9.00 a.m. to 10.00 p.m. (last booking at 8.00 p.m. for 2 hours) for booking or at such other period as may be determined by the Management from time to time.
- b. A nominal fee of RM100.00 for the first 2 hours, subsequently RM10.00 per hour and refundable deposit of RM250.00 shall be paid by the Owner(s) and/or Resident(s) making the reservation. The Management may at their discretion revise the fee, if required. The deposit shall be refunded to the Resident(s) without interest after the Management is satisfied with the cleanliness and condition of the music room.
- c. The Owner(s) and/or Resident(s) intending to use the music room is/are advised to make early reservation to avoid disappointment. The reservations are made on a first-come, first-served basis.
- d. Users are responsible for any damages to the equipment.
- e. Users are required to register their Guest(s) with the Management Office.
- f. Users should not move any item from the music room without prior permission.
- g. Users should restore the equipment and furniture to its proper positions.
- h. Users should seek advice from the Management if they are not familiar with the use of the equipment in the room.
- i. All air-conditioner(s), lights, fans, equipment are to be switched off after using the facility.
- j. No eating or smoking will be permitted in the room.

## 10.22. Karaoke & Virtual Games Room

- a. The room is available daily from 9.00 a.m. to 11.00 p.m. (last booking at 9.00 p.m. for 2 hours) for booking or at such other period as may be determined by the Management from time to time.
- b. A nominal fee of RM100.00 for two (2) hours and refundable deposit of RM350.00 shall be paid by the Owner(s) and/or Resident(s) making the reservation. The Management may at their discretion revise the fee, if required. The deposit shall be refunded to the Resident(s) without interest after the Management is satisfied with the cleanliness and condition of the room.
- c. The Owner(s) and/or Resident(s) intending to use the room is advised to make early reservation to avoid disappointment. The reservations are made on a first-come, first-served basis.
- d. All air-conditioner(s), lights and equipment are to be switched off after using the facility.

- e. No food or smoking will be permitted in the room.
- f. If Owner(s), Resident(s) or Guest(s) throws up in the karaoke room, an additional clean up fee of RM150.00 will be charged.
- g. No person shall move any item from the karaoke & virtual games room without prior permission.
- h. Users should restore the equipment and furniture to its proper positions.
- i. Users will be responsible for any loss of or damage to the property in the karaoke & virtual games room, caused during the session utilised by the users, such as fittings, furniture and equipment. All loss or damage should be reported to Management office immediately.

## 10.23. Spa & Wellness Centre

- a. The Centre is available daily from 9.00 a.m. to 10.00 p.m. (last booking at 8.00 p.m. for 2 hours) for booking or at such other period as may be determined by the Management from time to time.
- b. A nominal fee of RM20.00 for the single room per hour and RM30.00 for the couple room for the first 2 hours, subsequently RM10.00 per hour and refundable deposit of RM100.00 shall be paid by the Owner(s) and/or Resident(s) making the reservation. The Management may at their discretion revise the fee, if required. The deposit shall be refunded to the Resident(s) without interest after the Management is satisfied with the cleanliness and condition of the room.
- c. The Owner(s) and/or Resident(s) intending to use the centre is advised to make early reservation to avoid disappointment. The reservations are made on a first-come, first-served basis.
- d. Only adults above 18 years of age are allowed to book the spa & wellness centre.
- e. No eating, drinking or smoking will be permitted in the centre.
- f. All persons to bring own towel(s) for the spa bed.
- g. All air-conditioner(s), lights and/or fans are to be switched off after using the facility.
- h. Users will be responsible for any loss of or damage to the property in the spa & wellness centre, caused during the session utilised by the users, such as fittings, furniture and equipment. All loss or damage should be reported to the Management office immediately.

## 10.24. Aerobics & Yoga Room

- a. The room is available daily from 9.00 a.m. to 10.00 p.m. (last booking slot at 9.00 p.m.) for booking or at such other period as may be determined by the Management from time to time.
- b. A nominal fee of RM30.00 for first hour, subsequently RM10.00 per hour and refundable deposit of RM100.00 shall be paid by the Owner(s) and/or Resident(s) making the reservation. The Management may at their discretion revise the fee, if required. The deposit shall be refunded to the Resident(s) without interest after the Management is satisfied with the cleanliness and condition of the room.
- c. The Owner(s) and/or Resident(s) intending to use the room is advised to make early reservation to avoid disappointment. The reservations are made on a first-come, first-served basis.
- d. Users of this facility are required to wash feet before class or self-practice. No shoes are permitted in the room.
- e. All air-conditioner(s), lights and/or fans are to be switched off after using the facility.



- f. No eating or smoking will be permitted in the room.
- g. Users will be responsible for any loss of or damage to the property in the aerobics & yoga room, caused during the session utilised by the users, such as fittings, furniture and equipment. All loss or damage should be reported to the Management office immediately.

## 10.25. Shaded Garden, Tranquil Garden, Sunset Deck, Forest Staircase Court, Tree Boulevard & Sculpture Staircase Courtyard

- a. Children aged 12 years and below shall be accompanied and supervised by an adult at all times, who shall be responsible for the conduct and safety of the children.
- b. Smoking is strictly prohibited in all these areas.
- c. No food and drinks (except water) is allowed.
- d. Use of any outdoor facilities during a thunderstorm is strictly prohibited.
- e. Owner(s) and/or Resident(s) shall not plant, grow or add any shrubs, plants, trees, flowers or vegetation or dig or bury any item, material or thing or place, affix, erect or install any sand, gravel, rocks, woodchips, sticks, fence, trellis or any item, structure or thing in the landscape area which form part of the Common Property.
- f. Owner(s) and/or Resident(s) shall not interfere, tamper, damage, pluck, break, deface, take, remove or cut any benches, seats, shrubs, bush, turf, plants, trees, flowers, sand, rock, gravel, structure, sign or anything that may be placed by the Management within the landscape area.
- g. All the equipment/furniture placed and/or installed at designated areas have been provided for the use, safety, comfort and convenience of all occupants and therefore shall not be damaged, removed or altered without the permission of the Management.

## 10.26. Al fresco Area, Reading Area, Study Deck & Chill-Out Lounge

- a. Children aged 12 years and below shall be accompanied and supervised by an adult at all times, who shall be responsible for the conduct and safety of the children.
- b. No eating, drinking or smoking will be permitted.
- c. No furniture shall be removed from the designated place. Misuse of the furniture is strictly prohibited.
- d. All the equipment/furniture placed and/or installed at the designated areas have been provided for the use, safety, comfort and convenience of all occupants and therefore shall not be damaged, removed or altered without the permission of the Management.

## 10.27. Hanging Swing Garden, Hammock Garden, Outdoor Games Lawn & Picnic Lawn

- a. Children aged 12 years and below shall be accompanied and supervised by an adult at all times, who shall be responsible for the conduct and safety of the children.
- b. No eating, drinking or smoking will be permitted.
- c. Use of any outdoor facilities during a thunderstorm is strictly prohibited.
- d. Use of any outdoor facilities during rain or thunderstorm is strictly prohibited.
- e. All the equipment placed and/or installed at the designated areas have been provided for the use, safety, comfort and convenience of all occupants and therefore shall not be damaged, removed or altered without the permission of the Management.

## 10.28. Sauna & Steam Room

- a. The sauna and steam room are open daily from 9.00 a.m. to 10.00 p.m. or at such other time as may be determined by the Management from time to time.
- b. Only adults above 18 years of age are allowed to use the sauna and steam room.
- c. All users are to keep all personal belongings in the lockers provided.
- d. Entry to the sauna and steam room is prohibited in case of people with chronic skin diseases, septic infections, acute viral infections (e.g. flu), acute heart problems, diseases causing frequent attacks (e.g. epilepsy) and other diseases which may pose a threat to their own health and the health of others.
- e. Pregnant women and women menstruating are not allowed to use the sauna and steam room.
- f. Before entering the sauna, Residents and/or Owners intending to use this facility are required to rinse their whole body under the shower, using soap and warm water and then wipe it dry.
- g. No eating, drinking or smoking will be permitted.
- h. During and after sauna, please avoid any physical exertion.
- i. The Management does not bear liability for the health consequences of people who have health conditions and continued to use the sauna and steam room nevertheless.
- j. The Management is not responsible for any lost, stolen, or damaged items that are brought in.

## 10.29. Lagoon Pool, Lap Pool & Jacuzzi

- a. All pools are open daily from 7.00 a.m. to 9.00 p.m. or at such other period as may be determined by the Management from time to time.
- b. Children aged 12 years and below shall not be allowed in the pool area and jacuzzi unless accompanied and supervised by an adult.
- c. Swimmers shall at all times be in swimming attire.
- d. All swimmers must shower at the designated area before entering the pool or jacuzzi at any time.
- e. Individuals suffering from infectious, contagious diseases, with open wounds and other injury whether bandaged or otherwise are not permitted in the pool or jacuzzi area.



- f. Spitting, spouting water, blowing the nose or discharging of body fluid/waste in the pool or jacuzzi is strictly prohibited.
- g. Individuals suspected of being under the influence of drugs or alcohol are prohibited from entering the water.
- h. No animals are allowed in the pool or jacuzzi.
- i. No eating, drinking or smoking will be permitted.
- j. Pool users are not allowed to change outside of the changing rooms.
- k. No swimming lessons can be conducted in the pool without the consent of the Management.
- l. The Management shall not be responsible for any valuables or belongings left in the vicinity.
- m. Diving, misbehaviour, dangerous activities or horseplay is not permitted when using the pool facilities.
- n. Only Residents and their Guests may use the swimming pool. Guests using the swimming pool must be accompanied by a Resident and all Residents must ensure that their Guests comply with the Rules & Regulations herein contained. The maximum number of guests should not exceed 2 people per unit at any time. Each Owner/Resident is responsible for his/her own safety including that of his/her Guest(s).
- o. Large floating devices and any other items deemed by the Management as possible hazards to the pool users are not permissible.
- p. Any usage of the equipment at all pools shall be at the Owner's or Resident's own risk.
- q. All persons must leave the pools during rain or thunderstorm. Use of any outdoor facilities during rain or thunderstorm is strictly prohibited.
- r. All persons are required to dry themselves before leaving the pool area and changing rooms. Swimmers wearing dripping wet bathing suits/swimming attire are not allowed to go beyond the pool area.
- s. The Management may restrict the use of the pool at any specific time for the purpose of repair and maintenance.
- t. The Management reserves the right to refuse admittance to or eject from these facilities any user who fails to comply with the above rules and regulations.

## 10.30. Fun & Aqua Play Pool, Sun Lounge & Chill Out Pool

- a. The fun and aqua play pool, sun lounge, chill out pool and water swing area are open daily from 7.00 a.m. to 9.00 p.m. or at such other period as may be determined by the Management from time to time.
- b. Parents are not allowed to leave their children unsupervised.
- c. All persons must shower at the designated area before entering these facilities.
- d. Children are encouraged to use restrooms before entering the water.
- e. Glass containers are prohibited in these facilities.
- f. No eating, drinking or smoking will be permitted.
- g. Diving, misbehaviour, dangerous activities or horseplay is not permitted when using the pools facilities.
- h. Any usage of the equipment at all pools shall be at the Owner's or Resident's own risk.
- i. All persons must leave the pools during rain or thunderstorm. Use of any outdoor facilities during rain or thunderstorm is strictly prohibited.
- j. All persons are required to dry themselves before leaving the pool area and changing rooms. Swimmers wearing dripping wet bathing suits/swimming attire are not allowed to go beyond the pool area.

- k. The Management may restrict the use of these facilities at any specific time for the purpose of repair and maintenance.
- l. The Management reserves the right to refuse admittance to or eject from these facilities any user who fails to comply with the above rules and regulations.

## 10.31. Pool Bar, Cocktail & Event Deck

- a. The pool bar, cocktail & event deck are available daily from 9.00 a.m. to 11.00 p.m. for reservations or at such other period as may be determined by the Management from time to time.
- b. The pool bar, cocktail & event deck are available for booking for private events and shall be closed to other residents during the event session. Bookings shall be on a first-come, first-served basis. Any event to be held at the pool bar, cocktail & event deck must be approved by the Management.
- c. A nominal fee of RM100.00 for the first 6 hours, subsequently RM10.00 per hour and refundable deposit of RM200.00 shall be paid by the Owner(s) and/or Resident(s) making the reservation. The Management may at their discretion revise the fee, if required. The deposit shall be refunded to the Resident(s) without interest after the Management is satisfied with the cleanliness and condition of the pool bar, cocktail & event deck.
- d. The Pool bar, cocktail & event deck reserved, is not equipped with a bartender or beverages.
- e. All items at the pool bar, cocktail & event deck is to be handled with care and any damage to the items or any missing items shall be borne by the user who has booked the session.
- f. No children under 18 years of age are permitted in the pool bar, unless accompanied by an adult.
- g. Any damage to the items or furniture will be charged to the Owner(s) and/or Resident(s).
- h. Smoking is strictly prohibited in all these areas.
- i. No signage, decorations, frames, etc. shall penetrate the floors, walls, planters or any other permanent fixtures of the pool bar, cocktail & event deck or the building.
- j. All rubbish shall be cleared from that area after use.

## 10.32. Aqua Gym

- a. All rules pertaining to the pools above apply to the aqua gym unless otherwise indicated.
- b. Children aged 12 years and below shall not be allowed in the aqua gym area unless accompanied and supervised by an adult.
- c. Each Owner(s) and/or Resident(s) is responsible for his/her own safety including that of his/her Guest(s).
- d. All persons must leave the pool during rain or thunderstorm. Use of any outdoor facilities during rain or thunderstorm is strictly prohibited.
- e. All users are required to handle all aqua gym equipment with care.



## 10.33. Yoga Deck

- a. The yoga deck is open daily from 7.00 a.m. to 10.00 p.m.
- b. Usage of the yoga deck is on a first-come, first-served basis and solely for yoga activities only.
- c. Residents may invite a maximum of three (3) guests at any one time. Guests shall be accompanied by the Residents throughout the use, and who shall ensure that the guest(s) comply with the rules and regulations.
- d. Appropriate attire is necessary at the yoga deck.
- e. All persons are advised to leave the facility during heavy rain and thunderstorms.
- f. No eating or smoking will be permitted.
- g. Private training or coaching classes shall not be conducted without prior written approval from the Management. Coaching is allowed only for Residents.
- h. Any infringement or non-compliance with any of the rules and regulations may lead to withdrawal or cancellation.
- i. Any damage shall be reported to the Management immediately. If the damage is not resulted from normal wear and tear, the user(s) may be responsible for its repair or replacement.

## 10.34. Reflexology Corner

- a. All persons shall remove shoes before entering the reflexology path.
- b. Pregnant women are not encouraged to enter the reflexology path.
- c. No eating or smoking will be permitted.
- d. Children aged 12 years and below shall be accompanied and supervised by an adult at all times, who shall be responsible for the conduct and safety of the children.
- e. Use of any outdoor facilities during a thunderstorm is strictly prohibited.

## 10.35. Meditation Lawn

- a. Meditation lawn is open daily from 7.00 a.m. to 10.00 p.m.
- b. Noise level should be kept to a minimum to avoid causing annoyance to others.
- c. No eating, drinking or smoking will be permitted.
- d. Meddling of fixed sculptures displayed at the common areas is strictly prohibited.

## 10.36. Event & Dining Pavilion

- a. The Event and Dining Pavilion is open daily from 11.00 a.m. to 11.00 p.m. or at such other period as may be determined by the Management from time to time.
- b. A nominal fee of RM50.00 for the first 6 hours, subsequently RM10.00 per hour and refundable deposit of RM100.00 shall be paid by the Owner(s) and/or Resident(s) making the reservation for each pavilion. The Management may at their discretion revise the fee, if required. The deposit shall be refunded to the Resident(s) without interest after the Management is satisfied with the cleanliness and condition of the pavilion.

- c. The Owner(s) and/or Resident(s) intending to use the Event Pavilion and Dining Pavilion is advised to make early reservation to avoid disappointment. The reservations are made on a first-come, first-served basis.
- d. No smoking will be permitted.
- e. No furniture shall be removed from the Pavilions. Misuse of the furniture is strictly prohibited.
- f. The Owner(s) and/or Resident(s) and their Guests who continue to use these facilities after 10.00 p.m. are advised to lower their sound volume so as to show consideration to other Residents residing near the facility.
- g. The Management shall not be liable for any mishap, injury or loss sustained by the Owner(s) and/or Resident(s) and their Guests, however caused, arising from the use of this facility.
- h. If any of the furniture, fittings and fixtures in the Event or Dining Pavilion is damaged during the session, the Resident(s) and/or Owner(s) shall, if the deposit paid is not sufficient, make good or reimburse the Management the costs of repairing the damage or replacing the items.

## 10.37. Cigar Lounge

- a. The Cigar Lounge is open daily from 9.00 a.m. to 11.00 p.m. or at such other period as may be determined by the Management from time to time.
- b. A nominal fee of RM30.00 for the first 2 hours, subsequently RM10.00 per hour and refundable deposit of RM100.00 shall be paid by the Owner(s) and/or Resident(s) making reservations for the Cigar Lounge. The Management may at their discretion revise the fee, if required. The deposit shall be refunded to the Resident(s) without interest after the Management is satisfied with the cleanliness and condition of the cigar lounge.
- c. Strictly no children below the age of 21 years of age are permitted in the rooms.
- d. No smoking will be permitted outside the lounge.
- e. Strictly no flicking of ash onto the floor.
- f. Strictly dispose the cigarettes and cigar butts in the allocated trays and bin.
- g. No items or furniture shall be removed from the designated place. Misuse of the items or furniture is strictly prohibited and any damage to the items or furniture will be charged to the respective parties.

## 10.38. Smoking Room

- a. Strictly no person below the age of 21 years of age are permitted in the room.
- b. No smoking will be permitted outside the room.
- c. Strictly no flicking of ash on the floor.
- d. Strictly dispose the cigarettes butts in the allocated trays and bin.
- e. No items or furniture shall be removed from the designated place. Misuse of the items or furniture is strictly prohibited and any damage to the items or furniture will be charged to the respective parties.



## 10.39. Guest Suites

- a. The three (3) units of guest suites are available for rental by Vertu Resort Owner(s) and Resident(s) only.
- b. Owner(s) and Resident(s) are required to fill up a Facility Reservation Form at the Management Office.
- c. Owner(s) and Resident(s) are required to provide a copy of official identification (Malaysian Identity Card / International Passport) of the guest(s) who will be occupying the guest suite.
- d. Guest(s) are required to check-in at the Management Office at 2.00 p.m. and no later than 5.00 p.m, and check-out by 12.00 p.m.
- e. Guest's original identification will be required for verification by the Management Office upon check-in.
- f. Nominal fees are as follows:-
  - o Guest Suite 1 — RM 150.00  
RM 500.00 Refundable Deposit
  - o Guest Suite 2 — RM 250.00  
RM 500.00 Refundable Deposit
  - o Guest Suite 3 — RM 150.00  
RM 500.00 Refundable Deposit
- g. Refund of deposit will take thirty (30) days if the Management is satisfied with the cleanliness and condition of the guest suite.
- h. The Management may at their discretion revise the fee, if required.
- i. The costs of fixing, repairing or replacing any furniture, fitting, fixtures or items lost or damaged in the studio units will be borne by the Owner or Resident who booked the guest suite.
- j. Owner(s)/Resident(s) are responsible for the behaviour of their Guest(s) at the guest suite. All Guest(s) must behave properly. Wild and indecent acts are strictly prohibited.
- k. No smoking will be permitted in the guest suite or balcony.
- l. All air-conditioner(s), lights, fans are to be switched off after the use of the facility.
- m. No removal or moving of furniture.
- n. The Management shall not be liable for any mishap, injury or loss sustained by the Owner(s) and/or Resident(s) and their Guests, however caused, arising from the use of this facility.

## 10.40. Herb Garden

- a. No harmful hazardous chemicals and other wastes are permitted to avoid soil contamination.
- b. All the equipment placed at the designated area shall not be damaged, removed or altered without the permission of the Management.

# Level 34 Facilities

## 10.41. Social Kitchen & Kids Playroom

- a. The Social Kitchen & Kids Playroom are available daily from 9.00 a.m. to 11.00 p.m. for reservations or at such other period as may be determined by the Management from time to time.
- b. Children aged twelve (12) years and below shall be accompanied and supervised by an adult at all times and shall be responsible for the conduct and safety of the children.
- c. The Owner(s) and/or Resident(s) intending to use the Social Kitchen & Kids Playroom are advised to make early reservations to avoid disappointment. The reservations are made on a first-come, first-served basis.
- d. Any event to be held at the Social Kitchen & Kids Playroom must be approved by the Management.
- e. A nominal fee of RM300.00 for the first 6 hours, subsequently RM30.00 per hour and refundable deposit of RM450.00 must be paid by the Resident(s) making the reservation. The Management may at their discretion revise the fee, if required. The deposit shall be refunded to the Resident(s) without interest after the Management is satisfied with the cleanliness and condition of the Social Kitchen & Kids Playroom.
- f. Each Parcel Owner/Resident is only allowed three (3) reservations in one (1) year. Additional reservations beyond the three (3) times is subject to Management's approval.
- g. The Social Kitchen & Kids Playroom are equipped with social kitchen facilities and the Owner(s) and/or Resident(s) using the Social Kitchen & Kids Playroom and its facilities are required to maintain all facilities in good condition failing which their deposit shall be forfeited and the Owner(s) and/or Resident(s) shall be liable for the cost of fixing the damage to the facilities and/or items within its vicinity.
- h. Any usage of equipment at the Social Kitchen & Kids Playroom shall be at the Owner's and/or Resident's own risk.
- i. All rubbish shall be cleared from the Social Kitchen & Kids Playroom after use.
- j. Owner(s)/Resident(s) are responsible for the behaviour of their Guest(s) at the function. All invited Guest(s) must behave properly. Wild and indecent acts are strictly prohibited.
- k. No items or furniture shall be removed from their designated place. Misuse of the items or furniture is strictly prohibited and any damage to the items or furniture will be charged to the respective parties.
- l. No smoking is permitted in the Social Kitchen & Kids Playroom or within its immediate vicinity.
- m. The guests are strictly prohibited from using the swimming pool or any other Common Facilities.

## 10.42. Urban Farming

- a. No harmful hazardous chemicals and other wastes are permitted to avoid soil contamination.
- b. A nominal fee of RM10.00 each month must be paid by the Resident(s) for each plot. The Management may at their discretion revise the fee, if required.
- c. Management will not be liable for lost of harvest or tools and equipment.



## 10.43. Central Park & Stream Automated Waste Collection System

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

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

# 11. Moving In And Out

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

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

- a. Give reasonable notice to the Management prior to moving of such heavy items or any moving involving professional movers.
- b. Pay a refundable deposit of Ringgit Malaysia One Thousand (RM1,000.00) (Move-In/Out Deposit). Should any part of the Buildings or Common Property while moving be damaged, the sum shall be deducted from the deposit.
- c. Not damage or deface any part of the Buildings or Common Property while moving and will repair and make good or reimburse the Management the cost of making good such damage or defacement if the deposit is not sufficient; and
- d. If any Owner(s) and/or Resident(s) is moving in after Renovation is complete, they are not required to pay the Move-In Deposit and the Renovation Deposit paid to the Management shall be refunded after all moving is completed.

Any bulk deliveries or moving in or out should be carried out during the following hours:-

Monday to Friday : 9.00 a.m. – 5.00 p.m.

Saturdays : 9.00 a.m. – 1.00 p.m.

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

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

## 12. Alterations And Modifications

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

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

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

## 13. Renovation Guidelines & Procedures

### A. Preamble

- i. The Owner(s) may at his own cost and expense appoint or engage any contractor, consultant, architect, engineer, professional, suppliers, agents, workmen, delivery men, installers and/or such other persons (hereinafter called “Contractor” and which expression shall include the staffs, servants, employees, representatives and agents and the successors-in-title of the Contractor) as shall be approved by the Management to carry out and perform any works in, on, about or to the said Parcel or any part thereof including without limitation to any construction, enlargement, extension, development, improvement, demolition, removal, alteration, addition, renovation, repair or maintenance (hereinafter referred to as “Renovation”) provided that the same shall be done subject to the House Rules and Regulations herein stated.
- ii. Notwithstanding the rules and regulations stated herein, the Management shall be entitled, from time to time as it shall deem fit or necessary, amend, supplement or incorporate such additional rules and regulations to regulate the Renovation for purpose of promoting harmonious living, avoiding any annoyance and/or nuisance, preserving the integrity and image of the Buildings, and generally for the benefit of all the occupants of the Buildings.



## B. Renovation

### i. Statutory Requirements

- a. The Owner(s) shall, prior to the commencement of any Renovation works and before he submits the application to the Management for its approval to the Renovation, obtain all necessary written consents, approvals and/or permits, if necessary, from the Appropriate Authorities for the Renovation.
- b. The Owner(s) shall comply with all written laws, regulations, orders, rules and by-laws and with all directives and requirements of the Appropriate Authorities relating or applicable to the Renovation and shall ensure that the Renovation is carried out in accordance with the approvals granted by the Appropriate Authorities and/or the Management.

### ii. Renovation Application

- a. The Owner(s) shall after having obtained the approval from the Appropriate Authorities for the Renovation (if applicable) apply and obtain the Management's approval for the Renovation at least seven (7) working days prior to the commencement of any Renovation work.
- b. The application shall be made by completing the form as provided by the Management or in such manner as may be prescribed by the Management from time to time and shall be accompanied by such documents and plans showing, amongst others, the following:-
  - Proposed storage space and location of the Renovation equipment, facilities, materials, items or things in or on any part of the Buildings, including any part of the Common Property or outside the said Parcel;
  - The estimated duration of the Renovation, the date and time of commencement and completion;
  - The list of works on the Renovation;
  - The Renovation work schedule or programme; and
  - The number and particulars of workers, staff, employees or persons involved in the Renovation and the vehicles who and which will be entering the said Buildings for the Renovation.
- c. The Management reserves the rights to refuse giving the approval for the Renovation or to give conditional approval so as to maintain, amongst others, the general amenities, uniformity and standards of the said Parcel within the Buildings. The Owner(s) shall at all times comply with the Management's standard design, colour and position for the installation of iron grilles and further shall not be allowed to change the external facade including the balcony wall and colour scheme of the said Parcel or the said Buildings within the Buildings.
- d. After the Management having granted the approval for the Renovation, any amendments or alterations thereto in any manner must be notified to the Management in writing and be approved by the Appropriate Authorities and the Management before any of such amendments or alterations can be made.

### iii. Renovation Period

The Renovation shall be completed within ninety (90) days from the date of the notice of the Management approving the Renovation (hereinafter referred to as "Renovation Period"). In the event that the Owner(s) requires any extension of time, the Owner(s) shall apply and obtain the Management's approval at least

seven (7) working days prior to the expiry of the Renovation Period. The Management may grant the extension of time subject to such payment or conditions as the Management shall deem fit and necessary or may refuse to grant the extension of time at its sole and absolute discretion and the Management shall not in any manner whatsoever be liable to the Owner(s) for any loss or claim resulting from the said refusal.

#### iv. Working Hours

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

#### v. Renovation Deposit

- a. Before the commencement of any Renovation works, the Owner(s) shall pay to the Management a sum of RM1,000.00 (minor renovations) or RM3,000.00 (major renovations), as the case may be, as deposit or such other sum as shall be determined by the Management from time to time at its absolute discretion as security for his due observance, performance and compliance with his obligations in respect of the Renovation (hereinafter referred to as “Renovation Deposit”). A non-refundable sum of RM250.00 shall be retained and used for the purpose of cleaning and maintenance.
- b. In the event that the Owner(s) requires any extension of time in excess of the Renovation Period, the Owner(s) shall pay a further sum calculated at the rate of ten per centum (10%) of the Renovation Deposit for every extended one (1) month or part thereof and the further sum so paid shall form part of the Renovation Deposit and be dealt with in accordance with the provision herein.
- c. The Management shall have the absolute liberty to utilise the whole or such part of the Renovation Deposit towards remedying any breach by the Owner(s) and/or the Contractor of the House Rules and Regulations herein provided always that if the Renovation Deposit shall not be sufficient to pay for the costs and expenses incurred or expended or payable by the Management as aforesaid, the Owner(s) shall immediately on demand by the Management pay to the Management such additional amount as may be required by the Management to fully and effectually remedy such breach as aforesaid. Such amount shall be deemed to be due from the Owner(s) to the Management on the date of demand thereof by the Management.
- d. Subject to the right of set-off or deduction of the Management as stated herein, the Renovation Deposit or the balance thereof (if any) will be refunded free of any interest to the Owner(s) after the Management is satisfied that all rules and regulations herein have been duly complied with and that all rectification works as stipulated by the Management, if any, have been duly attended to and completed by the Owner(s) provided that if any approval is required from the Appropriate Authorities to prove due completion of the Renovation, then the Owner(s) shall obtain such approval and produce



the evidence of such approval to the Management before any refund can be made.

- e. For avoidance of doubt, the Owner(s) hereby agrees that the mere acceptance or receipt of the Renovation Deposit by the Management shall not in any way operate as a waiver of the Owner's obligations to comply and fulfil all the rules and regulations herein contained.

## vi. Renovation Covenants

- a. The Renovation shall strictly be confined and limited to the said Parcel.
- b. The Owner(s) shall not do or permit or suffer to be done anything inside or outside the said Parcel which may affect the structural framework of the said Parcel and/or the Buildings or the overall safety of the said Parcel, the other Parcels or the Buildings.
- c. The Owner(s) shall duly and promptly pay and discharge all Charges and other monies due and payable to the Management prior to the commencement of the Renovation work and during the Renovation Period failing which the Management may refuse to permit the Renovation work to be carried out or may stop the work until all Charges and other monies due and payable to the Management have been duly and fully paid.
- d. The Owner(s) shall forthwith demolish or remove any unauthorised alterations, additions or extensions at his own costs and expenses upon notice from the Management to do so.
- e. The Owner(s) shall at his own cost and expense cause procure and ensure that the Contractor shall if required clarify any issues raised by the Management and provide all details such as insurance or any other items as may be requested by the Management at any time or from time to time and that the Contractor shall not, in any manner:-
  - Damage, or cause any damage including without limitation any leakage or seepage or stain to, any part of the Buildings including without limitation any other parcels adjoining, adjacent, below and above the said Parcel or the Common Property or the Buildings;
  - Hack or remove any masonry works in respect of brick walls, floor tiles, structural wall and slabs, columns and beams in, on or about the Common Property, the Buildings or the said Parcel unless the prior consent of the Management and Appropriate Authorities [if applicable] have been obtained;
  - Carry out or execute any and complete all works for or relating to such Renovations, and/or alterations works within the times and on such days as the Management may stipulate;
  - Cause any inconvenience to any of the Other Owner(s) and their Invitee(s).

## vii. Developer Liability

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

happened within the defect liability period as stated in the sale and purchase agreement. Any costs and expenses arising from any works to rectify or prevent any damage caused by such leakage or seepage either to the said Parcel or to any other Parcels adjoining, adjacent, below and above the said Parcel or the Common Property or the Buildings shall be borne by Owner(s) solely.

### **viii. No Intrusion**

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

### **ix. Damage**

- a. All Renovation works shall be carried out and performed with utmost care and caution and no damage, loss or injury shall be caused or permitted to be caused to any part of the Other Parcels, the Common Property and/or the Buildings or to any person or property.
- b. In the event any damage including without limitation any leakage or seepage or stain is caused to, any part of the Buildings including without limitation any other Parcels adjoining, adjacent, below and above the said Parcel or the Common Property or the said Land including but not limited to the roads, access, driveways, footpath, pavements, curbs, street, plants, landscape, elevators, staircase and facilities, as a result of the act or omission of the Owner(s) or the Contractor, the Owner(s) shall forthwith at his own cost and expense restore, reinstate and make good the same.

### **x. Security Check**

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

### **xi. Identification Passes**

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

### **xii. Use of Designated Lifts and Staircases**

All contractors, movers, delivery men and their workmen carrying out deliveries/ removal shall only use designated lifts and staircases for transporting goods under the supervision of the security guards or Management Office Staff and within the approved hours only. The Resident(s) and/or Owner(s) shall be held responsible for any damages to the designated lifts and staircases caused by the movers and shall bear all costs incurred to make good such repairs.



### xiii. Parking and Movement of Vehicles

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

### xiv. Water and Electricity

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

### xv. Packing/Crating Materials

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

### xvi. Protective Cover

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

## xvii. Storage

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

## xviii. Conduct and Behaviour of Contractor

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

## xix. Inspection

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

## xx. Work Stoppage

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

## xxi. Electrical and Plumbing Installations

- a. The Owner(s) shall not without the prior written consent of the Management, install any wiring or other device for electrical or plumbing installations, machines or other equipment, appliances or appurtenances on the exterior of the said Parcel, the other Parcels, the Buildings or any part thereof which protrude any walls doors windows or roof.
- b. The Owner(s) shall not shift or add any additional electrical power points or plumbing outlets which will overload or cause damage to the power supply or to any existing electrical installation or reduce or increase water supply or disrupt the water or electricity supply in or to the said Buildings.
- c. Any installation of electrical power points shall conform to good electrical engineering practice and can only be carried out after obtaining a written approval from Tenaga National Berhad.
- d. All air conditioning units shall be installed at the specific and approved places or designated air conditioning ledges. The condensed water from the air conditioning units shall be drained into the proper water outlet of the said Parcel.



## xxii. Peaceful Renovation

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

## xxiii. Indemnity

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

# 14. Overall Development

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

## 14.1. Common Rights

Subject to restrictions as contained in the Deed of Mutual Covenants between the Owner and the Developer together with the rights and liberties for the Owner, his personal representatives, successors-in-title, permitted assigns and Invitees in common with the Developer and the Other Owners having the common rights and liberties (subject always to such restrictions of use which the Developer may from time to time deem fit to impose)

- i. to use with or without vehicles of every description at all times and for all purposes whatsoever connected with the use and enjoyment of their respective property to pass and re-pass along, over and upon all the Common Property and all roads serving the Project; and
- ii. to make all necessary connections and thereafter to use in a proper manner the drains, pipes, cables and wires laid or constructed by the Developer on or over or under the said Parcel or the Project for the purpose of supply of water, electricity and other services and amenities to and from the said Parcel,

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

## 14.2. Additional Easement

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

### 14.2.1. Support

The said Parcel and all other parcels shall have an easement of support and necessity each and shall be subject to an easement of support and necessity in favour of all other parcels in the Buildings comprising the said Parcel and the Common Property in VERTU RESORT and/or the Overall Development or such part thereof.

### 14.2.2. Encroachments

- i. If any portion of the Common Property encroaches upon any parcel; or
- ii. If any parcel encroaches upon any other parcels or upon any portion of the Common Property; or
- iii. If any encroachment shall hereinafter occur as a result of:-
  - a. the construction by the Developer of the Buildings;
  - b. any alterations or repair to the Common Property made by the Developer for the purpose of the Project and/or the Overall Development;
  - c. any repair or restoration of any parcel damaged by fire or otherwise or any improvements effected to any parcel or the Common Property or any portion thereof by the Developer.

then in any such events a valid easement shall be deemed to have been created in favour of the Developer for such encroachment and for the maintenance of the same.

### 14.2.3. Ingress and Egress

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



# 15. Management

## 15.1.

The Management shall take every reasonable precaution to ensure that the Common Property and the Common Facilities are properly maintained, the Owner(s) and/or Resident(s) and the Invitee(s) shall use the Common Property and/or the Common Facilities and/or such area at their own risk. The Management, its agents, servants and employees shall not be responsible or liable under any circumstances whatsoever for any loss, damage, injury to or death of any person/property incurred and/or sustained by the users, in connection with the use of the Common Property, the Common Facilities and/or any part thereof.

## 15.2.

The Owner(s) and/or Residents(s) shall indemnify and keep the Management fully indemnified against all actions, proceedings, claims, costs, expenses and demands arising from death or injury to person and/or damage or loss to property of others caused by the Owner(s) himself or his Tenant(s) or the Resident(s) or his Invitee(s) or his Guest(s) while in the use or enjoyment of the said Parcel or the Common Property or the Common Facilities or any part of VERTU RESORT.

## 15.3.

While the Management will endeavour to attend to any complaints by the Owner(s)/Resident(s) and to extend all help deemed necessary, the Management shall not be obliged to take any further action where it deems such complaints are unreasonable, frivolous and vexatious and/or without merits.

## 15.4.

If the prior written consent of the Management is required pursuant to any of the provisions herein, the Management may grant or refuse to grant the same at its absolute discretion without assigning any reason thereof and the consent if granted may be subject to any conditions as the Management shall deem fit.

## 15.5.

Where the Management or its agents performs any repairs, works or acts that is authorised or deemed necessary at its absolute discretion, but the repairs, works or acts were wholly or substantially the liability or responsibility or for the benefit of the Parcel(s), any monies expended by the Management in performing such repairs, works or acts shall be borne by the relevant Owner(s) and/or Resident(s) and shall be paid to the Management within seven (7) days from the date of the written request/notice for payment thereof and such monies shall be deemed as a debt due on the expiry of the said seven (7) days' period and forthwith recoverable by action in any court of competent jurisdiction from the Owner(s) and/or Resident(s) including legal costs on a full indemnity basis.

## 15.6.

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

## 15.7.

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

Vehicle wheel clamp		Penalty	:RM	100.00
Loss of Visitor Pass and/or Contractor Pass		Penalty	:RM	50.00
Resident Access Card		Purchase	:RM	50.00
		Replacement	:RM	100.00
Renovation works		Refundable Deposit	:RM	2,750.00
		Non-refundable Deposit	:RM	250.00
		Total	:RM	3,000.00
Minor Renovation Works		Refundable Deposit	:RM	1,000.00
Illegal Tapping		Penalty	:RM	200.00
Move-In/Out Deposit		Refundable Deposit	:RM	1,000.00
Disposal of organic waste/bulky items/ electrical items in the AWDS		Penalty	:RM	200.00
Tuition Room	1 hour	Nominal Fee	:RM	10.00
		Refundable Deposit	:RM	100.00
Study Room	1 hour	Nominal Fee	:RM	10.00
		Refundable Deposit	:RM	100.00
Music Room	First 2 hours.	Nominal Fee	:RM	100.00
	Subsequent RM10.00/hour	Refundable Deposit	:RM	250.00
Barbecue Lawn & Family Barbeque Area	Full day	Nominal Fee	:RM	100.00
		Refundable Deposit	:RM	200.00
Karaoke & Virtual Games Room	First 2 hours	Nominal fee	:RM	100.00
		Refundable Deposit	:RM	350.00
Spa & Wellness Centre	First 2 hours.	Nominal Fee	:RM	20/30.00
	Subsequent RM10.00/hour	Refundable Deposit	:RM	100.00
Pool Bar, Cocktail & Event Deck	First 6 hours.	Nominal Fee	:RM	100.00
	Subsequent RM10.00/hour	Refundable Deposit	:RM	200.00
Event & Dining Pavilion	First 6 hours.	Nominal Fee	:RM	50.00
	Subsequent RM10.00/hour	Refundable Deposit	:RM	100.00



Social Kitchen & Kids Playroom	First 6 hours.	Nominal Fee	:RM	300.00
	Subsequent RM30.00/hour	Refundable Deposit	:RM	450.00
Aerobics & Yoga Room	First 1 hour.	Nominal Fee	:RM	30.00
	Subsequent RM10.00/hour	Refundable Deposit	:RM	100.00
Cigar Lounge	First 2 hours.	Nominal Fee	:RM	30.00
	Subsequent RM10.00/hour	Refundable Deposit	:RM	100.00
Urban Farming	1 month	Nominal Fee	:RM	10.00
Guest Suite 1	1 night	Nominal Fee	:RM	150.00
		Refundable Deposit	:RM	500.00
Guest Suite 2	1 night	Nominal Fee	:RM	250.00
		Refundable Deposit	:RM	500.00
Guest Suite 3	1 night	Nominal Fee	:RM	150.00
		Refundable Deposit	:RM	500.00

# 16. Extract of GBI Requirements From SPA

In respect of VERTU RESORT, the Management may at its absolute discretion, cost and expense decide at an Annual General Meeting (AGM) or Extra-ordinary General Meeting (EGM) but is not obliged in any manner howsoever to apply for GBI Certification and in the event that the Management decides to apply for GBI Certification, the Owner(s) irrevocably agrees and undertakes with the Management as follows:-

- that in respect of the renovations and/or alteration works to the said Parcel, in addition and without derogation to the provisions and in any other laws by-laws rules and regulations, to comply with the GBI Requirements including the requirements with regard to the following:-

## i. External Glazing

The external glazing of the said Parcel shall achieve Overall Thermal Transfer Value (OTTV) of 50 W/m2.

## ii. Low VOC

All walls and ceilings shall be painted or laminated or covered [as the case may be] with Low VOC (“Volatile Organic Compounds”) paint and coating in accordance with the international labeling scheme recognized by GBI and all flooring shall be Low VOC flooring in accordance with the Floor Score by Science Certification System and shall be Low VOC adhesive and sealant.

## iii. Urea Formaldehyde

All internal partitions and fixtures shall be made or manufactured or assembled utilizing products with no added urea formaldehyde. Products which contained urea formaldehyde shall include but not limited to Composite

Wood and Agrifiber products including particleboard, medium density fiberboard (MDF), plywood, wheatboard, strawboard, panel substrates and door cores, laminating adhesives used to fabricate on-site and shop applied composite wood and agrifiber assemblies and insulation foam and draperies.

#### iv. Water Efficient Fittings

All flush and flow fixtures (which include but not limited to water closet, urinal, sink tap, bib tap, basin tap and shower head) shall be water efficient fittings rated three (3) ticks or above in accordance with Water Efficient Labeling Scheme (WELS) recognized by GBI rating requirements.

#### v. Energy Management System

The total air-conditioned area exceeds 4,000 square meters, an energy management system as prescribed by the GBI rating requirements shall be installed.

#### vi. Lighting

- a. Each light switch zoning in the said Parcel shall be up to a maximum of 100 square meters in area.  
For Example:

Area of the said Parcel	Minimum Number of Light Switch/Switches
100 square meters	1 switch
150 square meters	2 switches
200 square meters	2 switches
250 square meters	3 switches

- b. The Electrical Ballast shall be appropriate to the electrical installations in the said Parcel and of the type and capacity as prescribed by the GBI rating requirements.
- c. The lighting level shall be in accordance with the recommended average illuminance levels by task and applications as specified in MS1525 (Table 13) and as prescribed by the GBI rating requirements.

#### vii. Mechanical Air Conditioned Ventilation System

- a. The minimum indoor air quality performance shall be established to enhance indoor air quality and shall meet the minimum ventilation rate in ASHRAE 62:1 or the local building code, whichever is more stringent.
- b. The air-conditioning system design shall comply with ASHRAE 55 in conjunction with the relevant localised parameters as listed in MS1525:2007 and provide comfort system controls for all shared multi-occupants space to enable adjustments to suit group needs and preferences.
- c. The mechanical air-conditioned ventilation system shall maintain a positive indoor air pressure relative to the exterior and can actively control indoor air humidity to not more than 70% RH without the use of active control to avoid consumption of additional energy.
- d. The avoidance of excessive moisture by controlling, among all:-
  - the rainwater leakage through roof and walls;
  - the infiltration of moist air;
  - the diffusion of moisture through walls, roofs and floors;
  - the groundwater intrusion into basements and crawl spaces through walls and floors;



- the leaking or burst pipes;
  - the indoor moisture sources;
  - the construction moisture.
- e. All air conditioning-units shall be Non-Chlorofluorocarbon (CFC) and Non-Hydro Chlorofluorocarbons (Non-HCFC) refrigerants.

### **viii. Refuse Disposal**

All debris, waste material and rubbish shall be duly separated in accordance with GBI rating requirements and shall be placed neatly in the proper receptacles as designated by the Vendor and/or the Joint Management Body or the Management Corporation, as the case may be, and shall be completely drip-free before taken out to such receptacles.

### **ix. Environmental Tobacco Smoke Control**

1. Smoking is strictly prohibited inside the said Parcel.
2. that for purpose of application or issuance or maintenance or renewal of the GBI Certification, the Owner(s) shall:-

#### **i. Application for GBI Certification**

- a. forthwith upon request provide to the Management all documents, plans, diagrams, tabulations, materials, specifications and such other documents necessary or deemed necessary by the Management for the application of the GBI Certification for VERTU RESORT;
- b. not do or permit to be done or omit to do any act or things which may in any manner howsoever hinder or delay the Management's application for GBI Certification for Vertu Resort or which may in any way obstruct the process relating to such application.

#### **ii. Post GBI Certification**

- a. himself and shall procure that all or any of the Tenant(s), lessees, licensees, employees, contractors, workmen and/or permitted assigns of the Owner(s) ("Persons Authorised") duly observe and adhere to GBI Requirements at all times failing which the Vendor shall be entitled to require the Owner(s), at the Owner's own cost and expense, to carry out all such rectification and/or remedial works in respect thereto.
- b. after the Management has obtained the GBI Certification for VERTU RESORT, be responsible to preserve and maintain the status of the GBI Certification at all times and shall cause and vote to cause the Joint Management Body and the Management Corporation to always apply for, preserve and maintain the GBI Certification for Vertu Resort. Notwithstanding the aforesaid, the Owner(s) agrees that the Vendor is not and shall not be held liable for any reason whatsoever or howsoever arising in the event that the Joint Management Body or the Management Corporation declines, refuses, fails and/or neglects to preserve the status of the GBI Certification.

### iii. Quality Assessment System in Construction (QLASSIC)

In respect of the said Parcel which is selected for QLASSIC assessment, grant permission to the Management and/or the Joint Management Body or the Management Corporation, as the case may be and the QLASSIC assessors appointed by the Construction Industry Development Board (“CIDB”) to conduct the necessary inspection works as specified in the QLASSIC assessment scope of works.

### iv. Post Occupancy Commissioning and Verification

- a. submit all plans for the Renovations and/or Alteration Works to the design engineer appointed by the Management and/or the Joint Management Body or the Management Corporation, as the case may be, for review in order to ensure that the original design intent of the said Parcel and/or Vertu Resort are/is not compromised and upon completion of the Renovations and/or Alteration Works, to verify that the works comply with the design intent as prescribed by GBI rating requirements;
- b. permit the GBI registered commissioning specialist (CxS) appointed by the Management and/or the Joint Management Body or the Management Corporation, as the case may be, to conduct a full/re-commissioning of the said Parcel’s energy related systems to verify that the performance thereof after the completion of the Renovations and/or Alteration Works is sustained and in line with GBI rating requirements;
- c. participate in the post-occupancy comfort survey conducted by the Developer and/or the Management and/or the Joint Management Body or the Management Corporation, as the case may be, at any time or from time to time and shall conform to the corrective actions as recommended by the Developer and/or the Management and/or the Joint Management Body or the Management Corporation.

### v. Indemnity

The Owner(s) shall indemnify and keep the Management indemnified on a full indemnity basis against all losses, damage, claims, proceedings, costs, and expenses suffered and/or incurred by the Management in the event of refusal in the issuance of the GBI Certification or the revocation or cessation of the GBI Certification due to the Owner’(s) action, omission, fault and/or default.



# Annexure A

## Third Schedule Strata Management Act 2013 Strata Management (Maintenance And Management) Regulations 2015

(Regulations 5 and 28)

BY-LAWS

### Part 1 | Preliminary

#### 1. Application

- (1) The by-laws set out in this Third Schedule and any additional by-laws made under the Strata Management Act 2013 (“the Act”) shall bind the developer, the joint management body, the management corporation or the subsidiary management corporation, as the case may be, and the Owner, parcel owners or proprietors, and any chargee or assignee, lessee, tenant or occupier of a parcel to the same extent as if the by-laws or the additional by-laws have been signed or sealed by each of the person or body mentioned above and contain mutual covenants to observe, comply and perform all the provisions of the by-laws or additional by-laws.
- (2) These by-laws shall apply to any development area:-
  - a. During the management by the developer before the joint management body is established, under Chapter 2 of Part IV of the Act;
  - b. During the management by the joint management body, under Chapter 3 of Part IV of the Act;
  - c. During the management by the developer before the first annual general meeting of the management corporation, under Chapter 2 of Part V of the Act;
  - d. During the management by the management corporation after first annual general meeting of the management corporation under Chapter 3 of Part V of the Act; and
  - e. During the management by the subsidiary management corporation after it has been established in respect of the limited common property under Chapter 4 of Part V of the Act.

#### 2. Interpretation

- (1) For the purpose of giving effect to subparagraph 1(2) of these by-laws:-
  - a. A reference to the “management corporation” shall be construed as a reference to the developer (during the developer’s management period and during the preliminary management period), joint management body or the subsidiary management corporation, as the case may be;
  - b. a reference to the “management committee” shall be construed as a reference to the joint management committee or subsidiary management committee;

- c. A reference to the “proprietor” shall be construed as a reference to the Owner or parcel owner; and
- d. A reference to “share units” shall be construed as a reference to the allocated share units.

- (2) In these by-laws or any additional by-laws made under the Act, “building” means buildings if more than one, and includes part of a building.
- (3) Any reference to an Owner, parcel owner or proprietor shall include his family or any chargee, assignee, lessee, tenant, occupier or invitee of his parcel.

## Part 2 | The Management Corporation

### 3. Functions of The Management Corporation

The Management corporation shall:-

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



- (8) contribution to the sinking fund and any other charges lawfully imposed by the management corporation;
- (9) administer and enforce the by-laws and any additional by-laws made under the Act; and
- (10) without delay enter in the strata roll any change or dealing notified to it by any proprietor.

#### 4. Common Property For Common Benefit

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

#### 5. Provision Of Amenities Or Services

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

#### 6. Defaulters

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

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

## 7. Powers Of A Management Corporation To Impose A Fine

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

# Part 3 | The Proprietor

## 8. General Duties Of A Proprietor

A proprietor shall:-

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



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

## **9. General Prohibitions For A Proprietor**

A proprietor shall not:-

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

## 10. Prohibition Of Nuisance

- (1) A proprietor shall not use language or behave in a manner likely to cause offence or embarrassment or nuisance to any other proprietor or to any person lawfully using the common property.
- (2) A proprietor shall take all reasonable steps to ensure that his invitees, including customers and staff, do not behave in a manner likely to cause offence or embarrassment or nuisance to any other proprietor or to any person lawfully using the common property.
- (3) In a building or part of a building used for any residential or dwelling purposes, the sound of any electrical and electronic equipment, apparatus or appliance, or any musical instrument used in a parcel or the common property shall be kept at low volume after 11.00 p.m. so as not interfere with the quiet rest or peaceful sleep of the other proprietors unless prior written approval for a specific function and specific duration has been obtained from the management corporation.
- (4) A proprietor shall not use as fuel any substance or material or do anything in his parcel which will affect the peaceful enjoyment of any other proprietor or which may dirty or discolour the exterior of his parcel or other parcels of the common property.

## 11. Appearance, Façade And Colour Of The Exterior Of Parcel

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

## 12. Storage Of Inflammable Or Explosive Materials

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

## 13. Pest Control

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

## 14. Keeping Of Animals

- (1) In a building used for residential or dwelling purposes, a proprietor shall not keep any particular animal in his parcel or on common property thereof that may cause annoyance or nuisance to the other proprietors or which may be dangerous to the safety or health of the other proprietors or which contravenes any written law or rules and regulations of the relevant State or the local authority.



- (2) A proprietor who is in breach of subparagraph 14(1) of these by-laws, shall within three days upon the receipt of a written notice from the management corporation remove the particular animal from the building. If he fails to do so, the management corporation may take whatever action deemed necessary to remove the particular animal from the building and:-
  - a. all cost incurred shall be charged to and imposed on the proprietor; and
  - b. the management corporation shall not be liable for any damage reasonably caused to the property of the proprietor in the process of removing such animal.

## 15. Drying Of Laundry

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

## 16. Compliance With By-Laws

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

## Part 4 | The Common Property

### 17. Identification

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

### 18. Fire Fighting Installation Or Equipment

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

### 19. Notices And Sign

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

### 20. Prohibition of Obstruction

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



## 21. Garden, Lawns And Potted Plants

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

## 22. Encroachment On Common Property And Other Parcels

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

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

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

## 23. Furniture, Fixtures And Fittings

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

## 24. Children Playing On Common Property

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

# Part 5 | Vehicles

## 25. Vehicles

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



- (4) No additional construction or structure of any form shall be erected on any parking bay in the development area without the prior written approval of the management corporation.
- (5) Any person using car park in the development area shall ensure that he does not leave any equipment, spare part, discarded material, rubbish and litter in the car park area. The management corporation may remove and dispose of such items without any prior notice and shall not be liable for any damage or loss of such items, and the cost incurred in doing so shall be borne and paid by the person concerned on demand.
- (6) All vehicles shall be driven carefully and safely in development area.
- (7) Any vehicle owner of a vehicle parked in the development area shall ensure that the vehicle alarm is well maintained and in order so that there shall not be frequent false alarms causing nuisance or annoyance to other proprietors. If the false alarms become a frequent nuisance or annoyance to other proprietors, the management corporation may prohibit the vehicle from entering the development area for such period and upon such terms as the management corporation shall deem fit and proper.

## Part 6 | Disposal Of Solid Waste

### 26. Solid Waste Disposal

- (1) A proprietor shall not cause any unsightly accumulation of dirt, garbage, rubbish or debris in his parcel and accessory parcel that is visible from the outside and affecting the appearance or façade of the building or common property.
- (2) A proprietor shall not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except in a place designated for such purpose by the management corporation.
- (3) A proprietor shall ensure that any refuse from his parcel is properly disposed of at the refuse chute, or into the refuse bins at the common refuse chamber or at any designated facility provided in the building or the development area. Any spillage from his refuse shall be promptly removed and cleaned up by the proprietor.
- (4) In disposing of his refuse, a proprietor shall ensure that the refuse is securely wrapped and that any recyclable material or waste is separated and prepared in accordance with the applicable recycling guidelines.
- (5) Large, bulky or heavy objects shall not be discarded by a proprietor at any refuse chute or common refuse chamber and such items shall be removed from the building or common property by the proprietor unless there is a designated facility in the development area approved by the management corporation for this purpose.
- (6) A proprietor shall not:-
  - a. dispose his refuse into sink, water closet, manhole or drain, or allow anything to be done which will cause clogging or blockage to the sewerage and drainage system;

- b. allow any object, refuse or rubbish or any description to be thrown or swept or emptied out of any external window or door of a parcel, or abandoned in any corridor, lobby, lift, landing, staircase, car park or any other part of the common property;
- c. deposit or throw or let fall onto another parcel on the common property, any rubbish, dirt, dust or discarded item or material;
- d. dispose of any object into any chute which may obstruct the free fall of refuse in the chute and cause blockage therein; and
- e. throw live cigarette butts into any refuse receptacle.

## Part 7 | Renovations

### 27. Renovation Works And Repairs

- (1) A proprietor shall not carry out any renovation works to his parcel without first obtaining prior approval from the management corporation and, where necessary from appropriate authority.
- (2) In giving for any renovation works, the management corporation may require the proprietor to place an amount with the management corporation as a deposit for compliance with these by-laws or any additional by-laws relating to such renovation works and may require that the renovation works be completed within a certain time.
- (3) It is the sole responsibility of the proprietor to check with the appropriate authority for the need of any approval to carry out the renovation works and the proprietor shall pursue the matter with the appropriate authority on his own initiative. If the proprietor applies for any approval from the management corporation for permission to carry out renovations works, the management corporation is entitled to assume that the proprietor has obtained the necessary approvals from the appropriate authority, where necessary, send a copy of the approvals of the appropriate authority shall be submitted to the management corporation at the time of application for approval by the management corporation. If the management corporation gives its approval for any renovation works and it is subsequently discovered that the requisite approvals from the appropriate authority were not obtained or not properly obtained, the proprietor shall be solely responsible to the appropriate authority and the approval granted by the management corporation for renovation works shall deemed rescinded forthwith.
- (4) All renovation works in a parcel shall be confined to the boundaries of the parcel and no works shall be carried out on any part of the common property.
- (5) Renovation waste or refuse shall not be discarded by a proprietor of his workmen at any refuse chamber or sink or water closet or any part of the common property and such items are required to be removed from the building by the proprietor of his workmen unless there is a designated facility in the building approved by the management corporation for this purpose.



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

## 28. Restriction in Renovation Works

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

- c. remove or strip any building joint sealant in his parcel or any part of the common property;
- (3) A proprietor shall not tap water or electricity supply from the common property unless prior approval in writing is given by the management corporation.

## 29. Other Prohibitions

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



## Part 8 | Defects To Parcels Affecting Support Or Shelter

### 30. Power Of Management Corporation To Take Proceedings As Agent For Proprietors In Case Of Defects To Parcels

Where:-

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

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



# Annexure B

## Stream Automated Waste Collection System

**Do Not** throw below  
items into the system



**DO NOT** throw in  
**Heavy Object** like metal chunk  
or bricks.



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



**DO NOT** throw in **FOLDED**  
**CARTON BOXES**



**DO NOT** throw in  
**FLAMMABLE**  
**MATERIALS**



**DO NOT** throw in  
**LONG OBJECT**  
like brooms



**DO NOT** throw in  
**STICKY MATERIAL** like glue &  
others adhesive

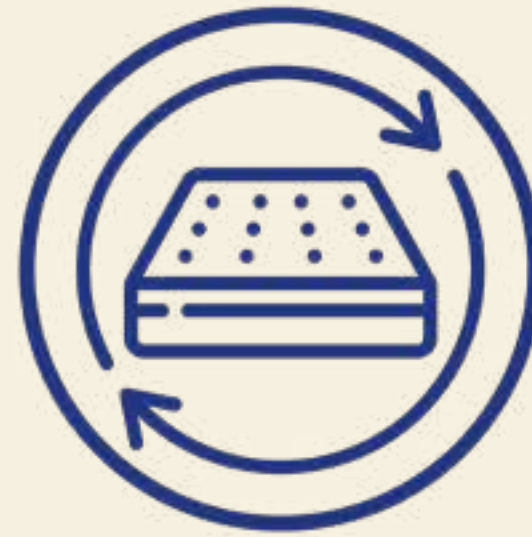
Please **Do Recycle**



Aluminum &  
Steel cans



Glass Bottles



Old Mattress



Magazines &  
Newspapers



Water & Soft  
Drink Bottles



Milk & Juice  
Cartons



Paper &  
Cardboard



Recyclable  
Plastic Bottles



Glass Jars



Broom & Mop





## Warning



Pack the rubbish into a bag before disposing



DO Not throw in Heavy object like metal chunk or bricks.



Do Not throw in Flammable Materials



Do Not throw in Sticky Material like glue & others adhesive



Do Not throw in Folded Carton Box and Polystyrene Foam

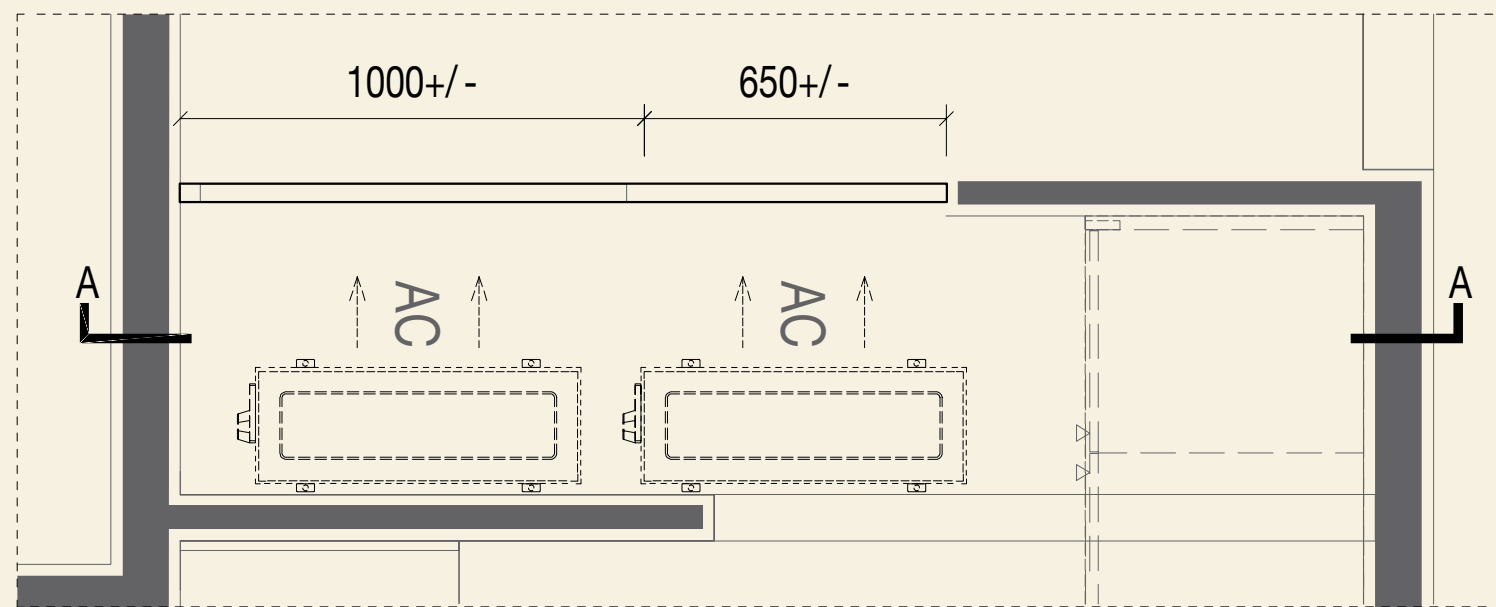


Do Not force into the system any Object Bigger than refuse door



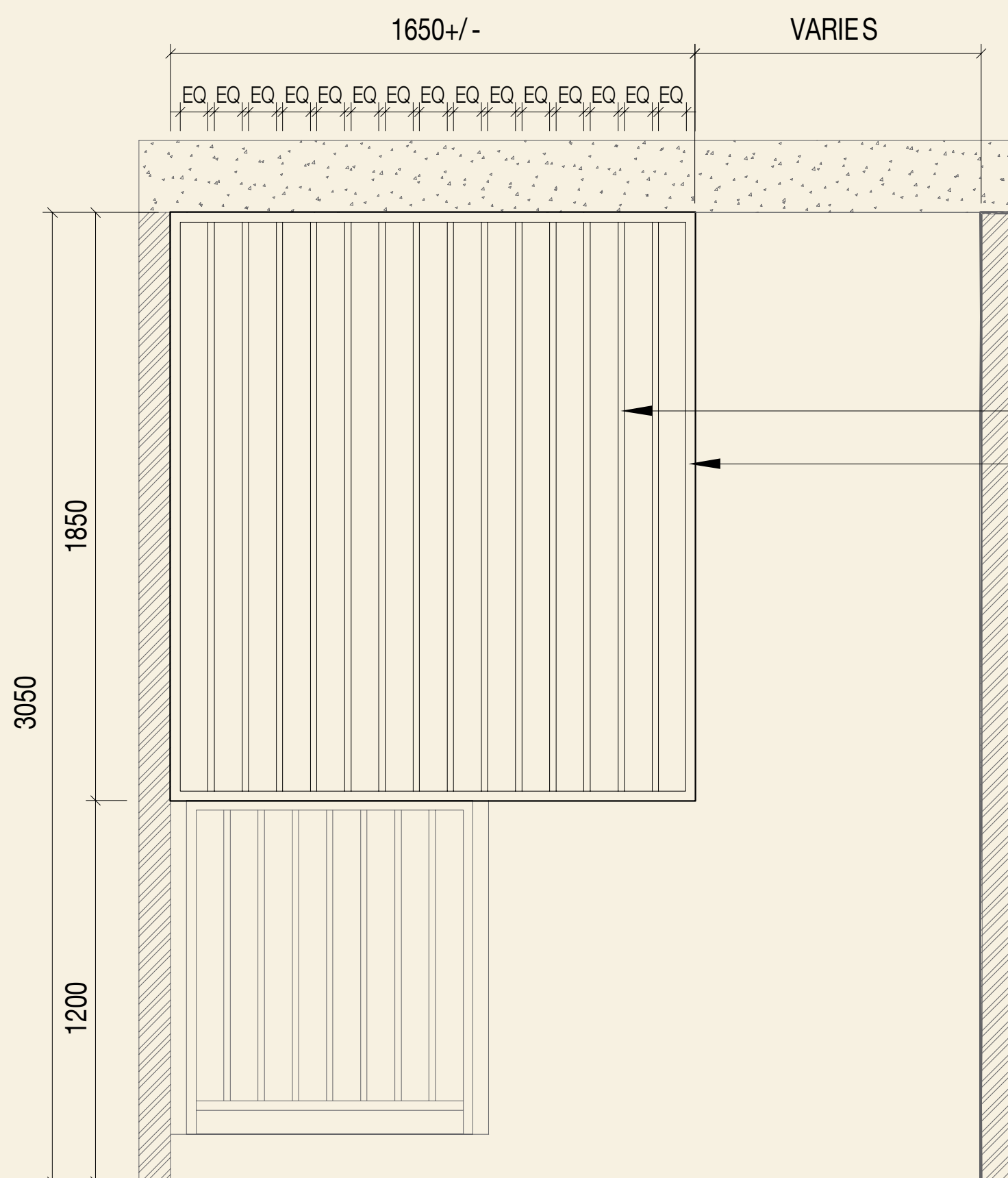
Do Not throw in Long Object like broom

# Annexure C



TOP VIEW

DWG-Y01



SECTION A-A

25mm x 50mm rectangular vertical members.  
50mm x 75mm rectangular grille frame.

Note for Grille:

Material : Mild Steel.

Colour : Nippon Paint - Lavender Grey 1307

Finishes : Spray paint / powder coated.

\*Door grille come with selected lock and padlock hole.

\*\*Bedrooms / yard grille opening come with latch lock and padlock hole.

Note for Alumn window:

\*\*Alumn. window frame need to be powder coated black.

The glass can be 50% tinted or tinted frosted white.

\*\*\*To get correct dimension, contractor need do measurement at site.

\*Note : Stated design for unit with up to 5 nos. compressor installation only.

## TYPICAL UNIT

TYPE A/B/C/D | YARD AREA | OPTION

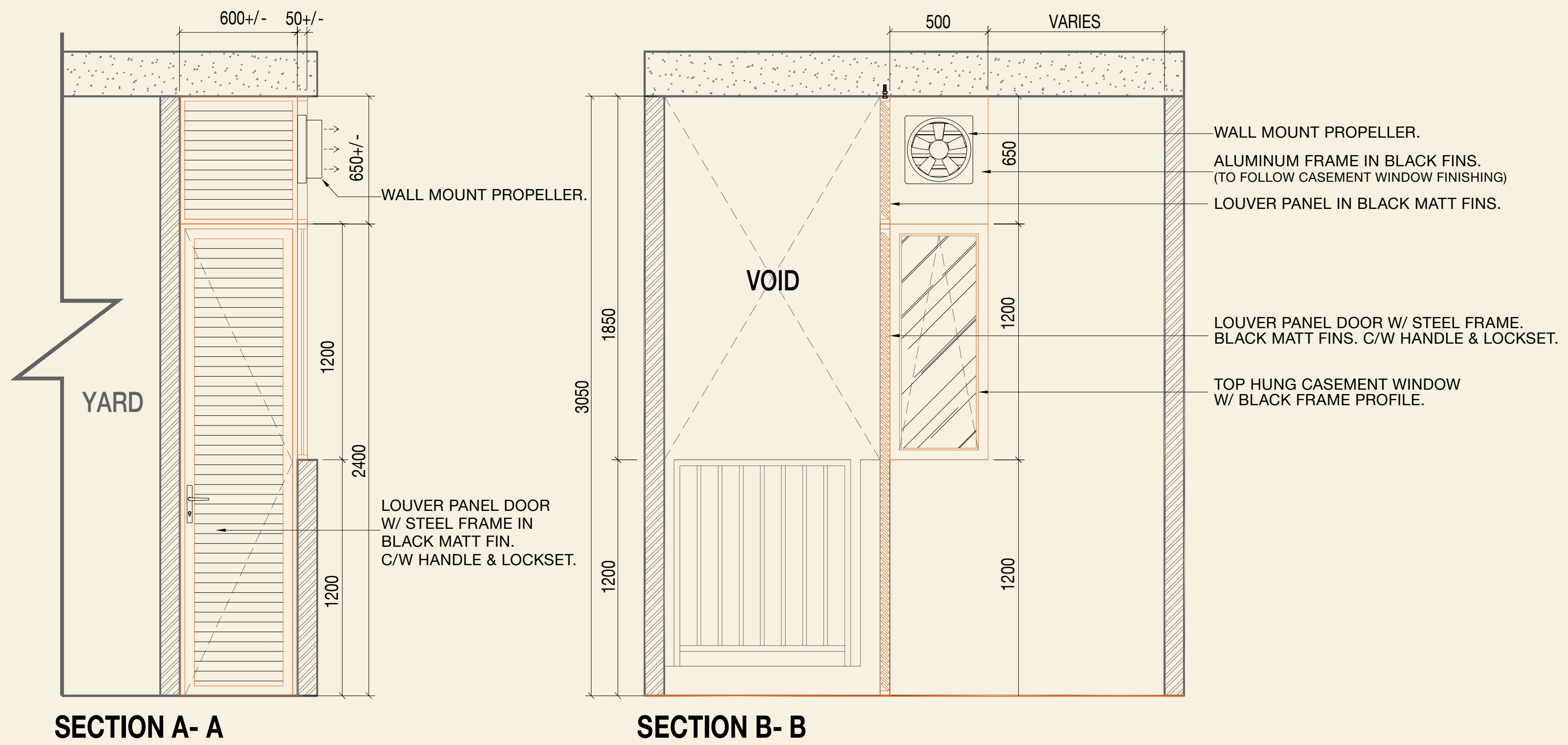
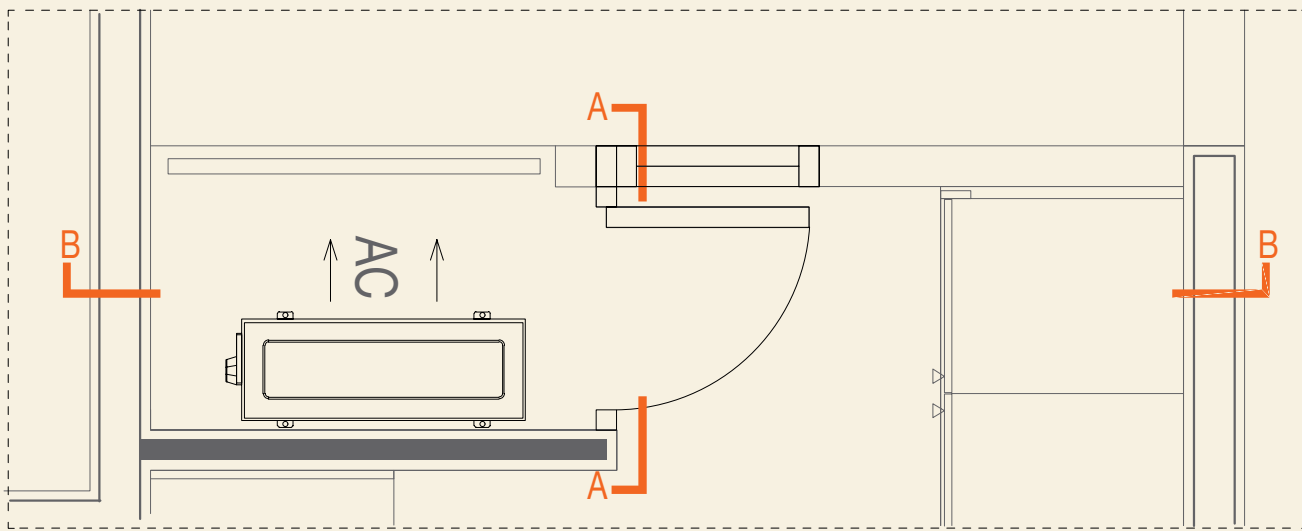
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# Annexure C



\*Note : Stated design for unit with 4 nos. compressor installation only.

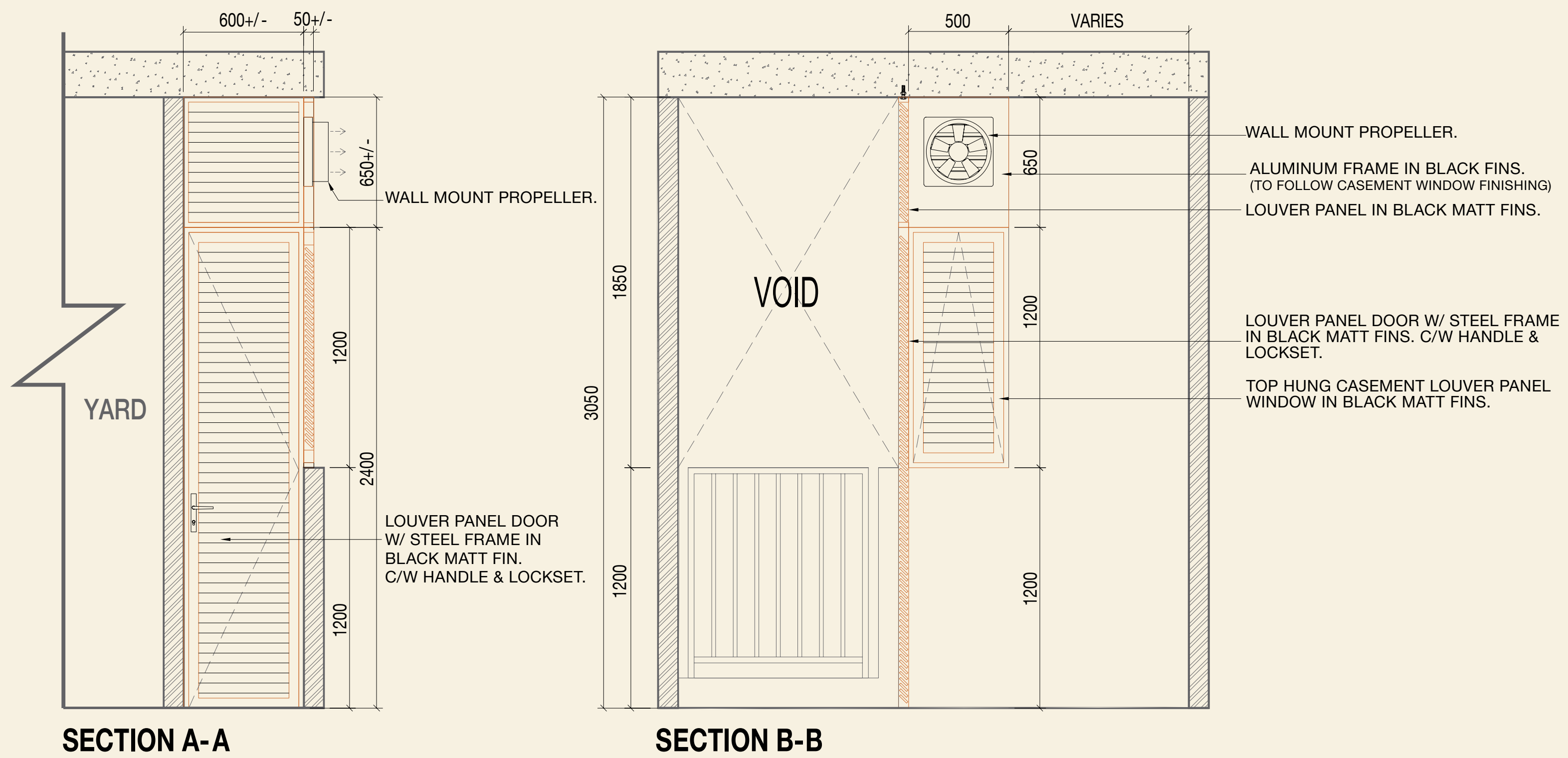
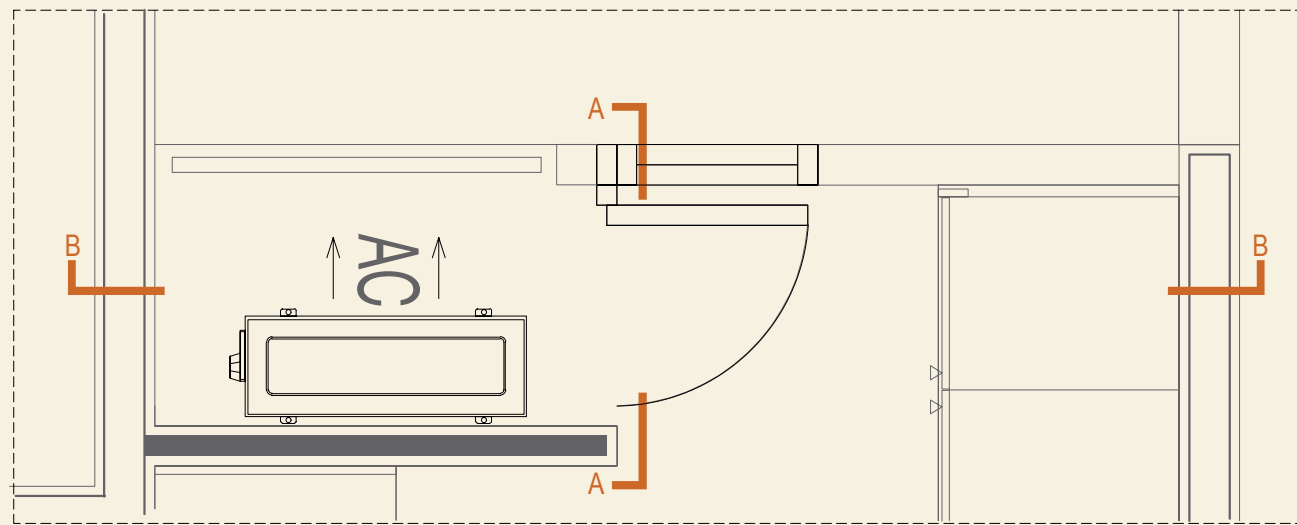
## TYPICAL UNIT

TYPE A/B | YARD AREA (WITOUT CEILING) | OPTION

**Disclaimer :**  
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# Annexure C



\*Note : Stated design for unit with 4 nos. compressor installation only.

## TYPICAL UNIT

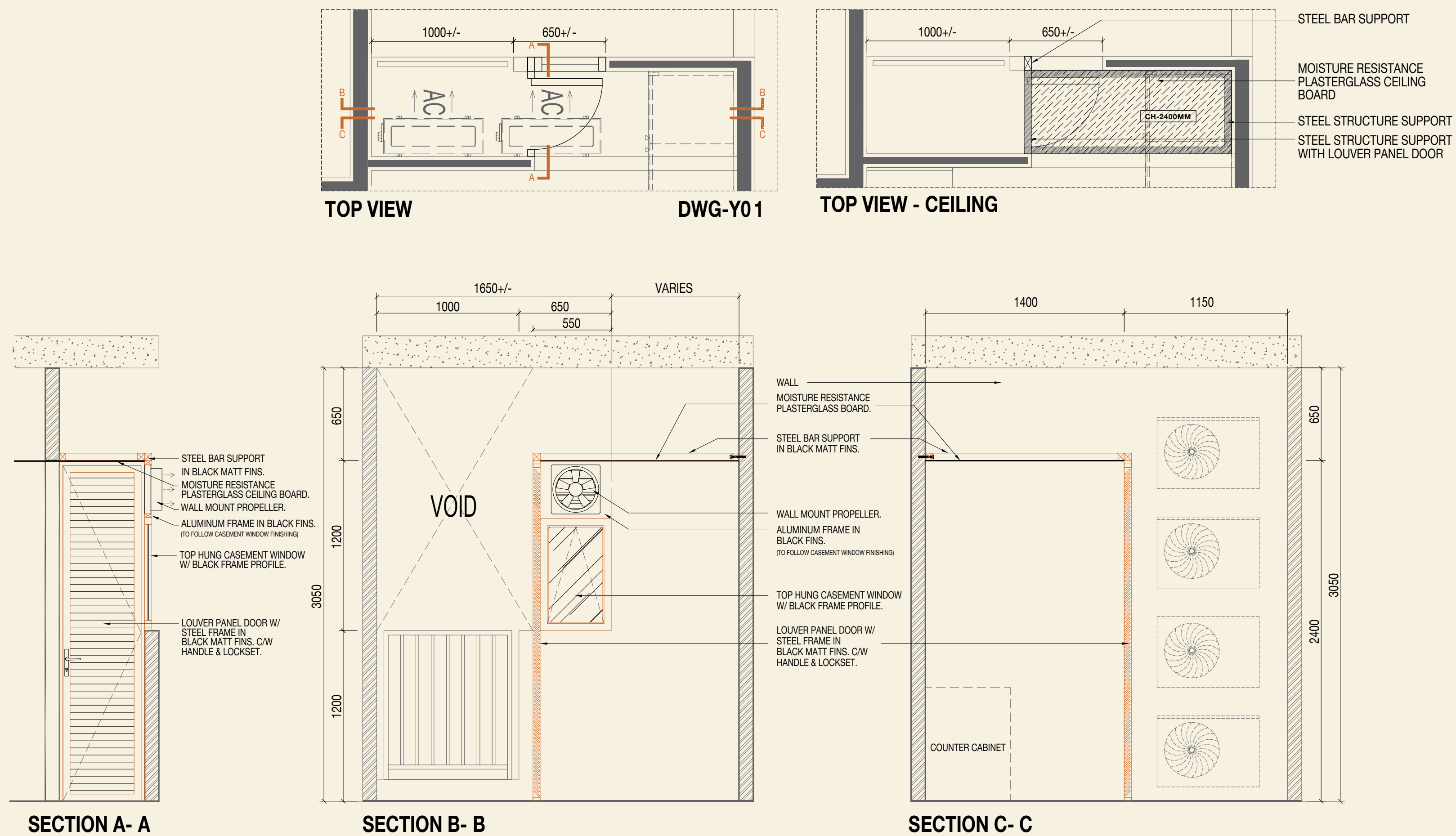
### TYPE A/B | YARD AREA (WITHOUT CEILING)

**Disclaimer :**  
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# Annexure C



\*Note : Stated design for unit with 4 nos. compressor installation only.

## TYPICAL UNIT

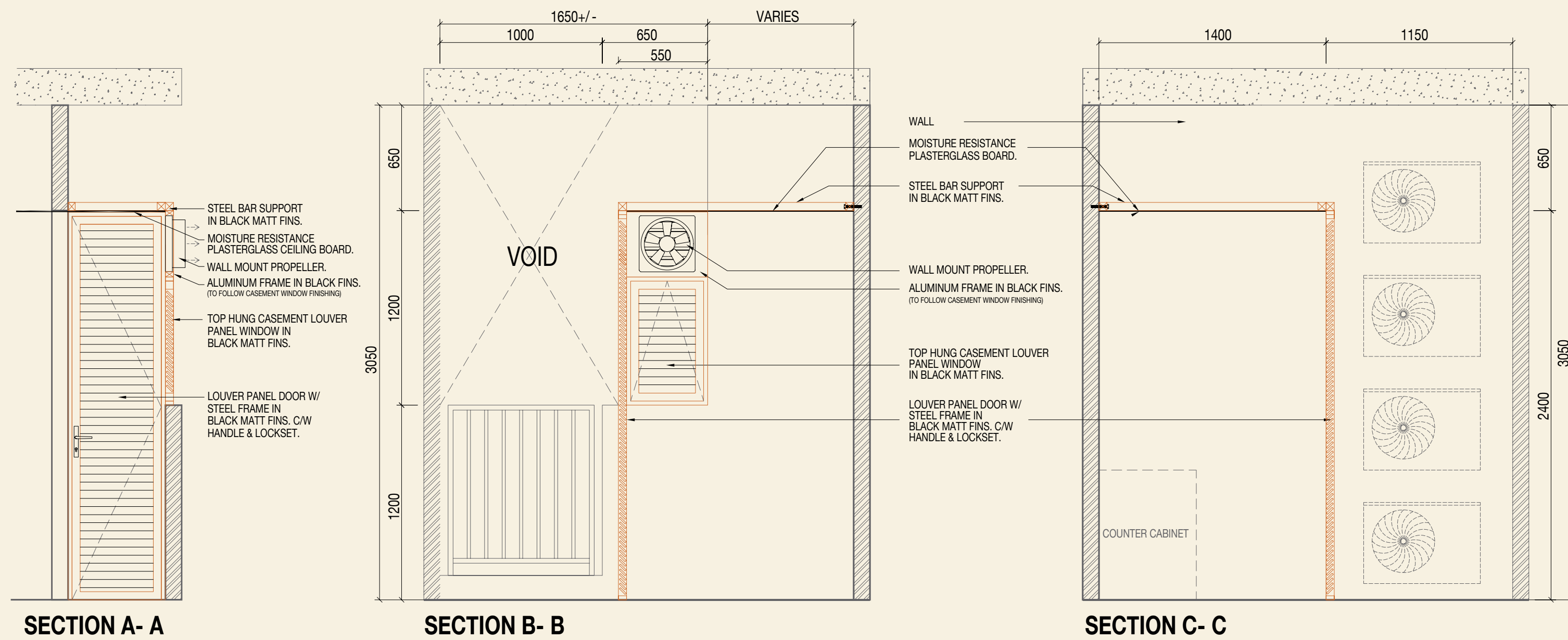
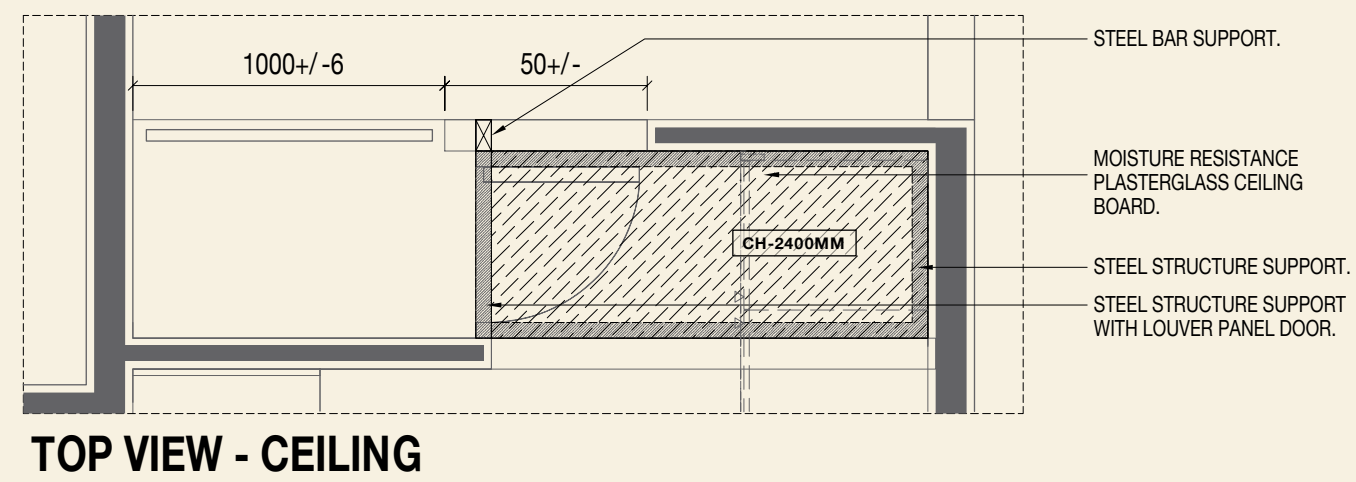
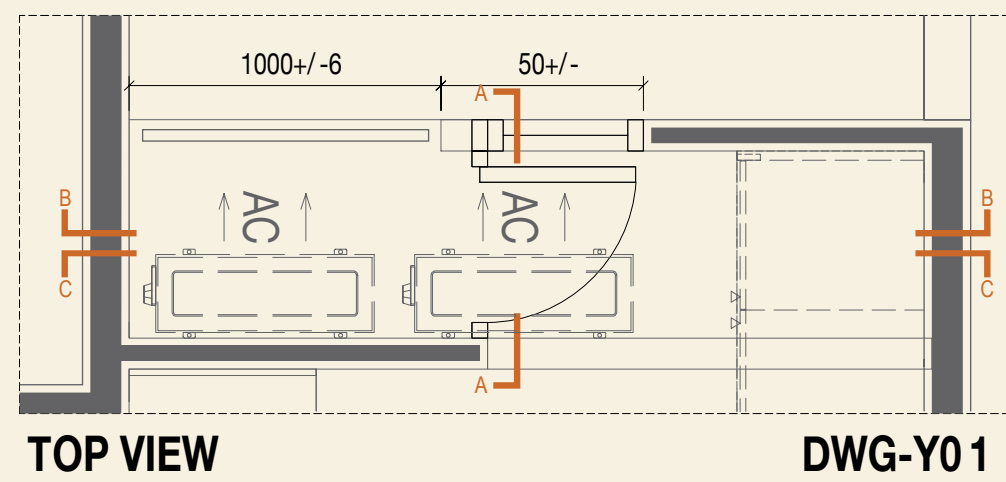
### TYPE A/B | YARD AREA | OPTION

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# Annexure C



\*Note : Stated design for unit with 4 nos. compressor installation only.

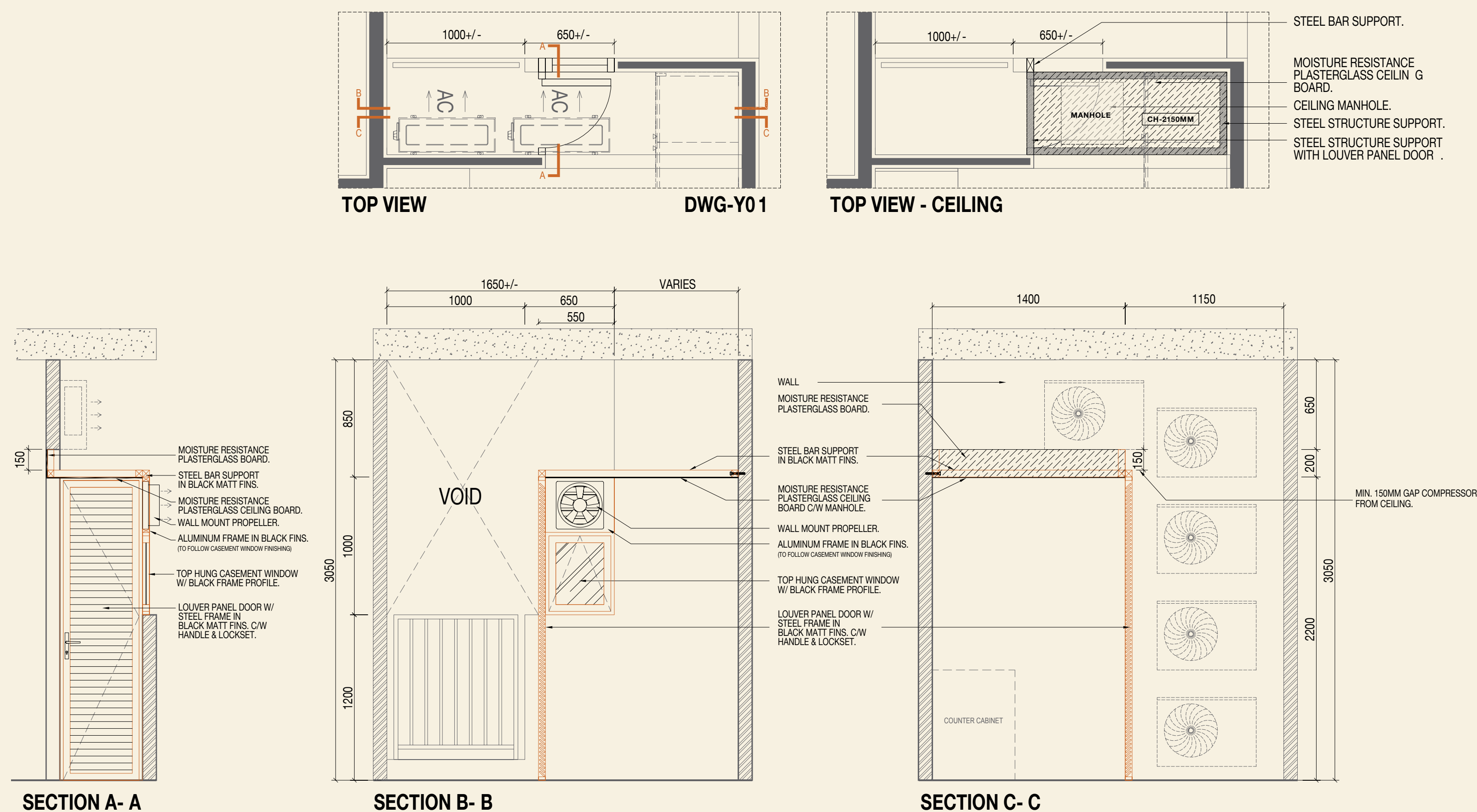
## TYPICAL UNIT TYPE A/B | YARD AREA

**Disclaimer :**  
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# Annexure C



\*Note : Stated design for unit with 5 nos. compressor installation only.

## TYPICAL UNIT

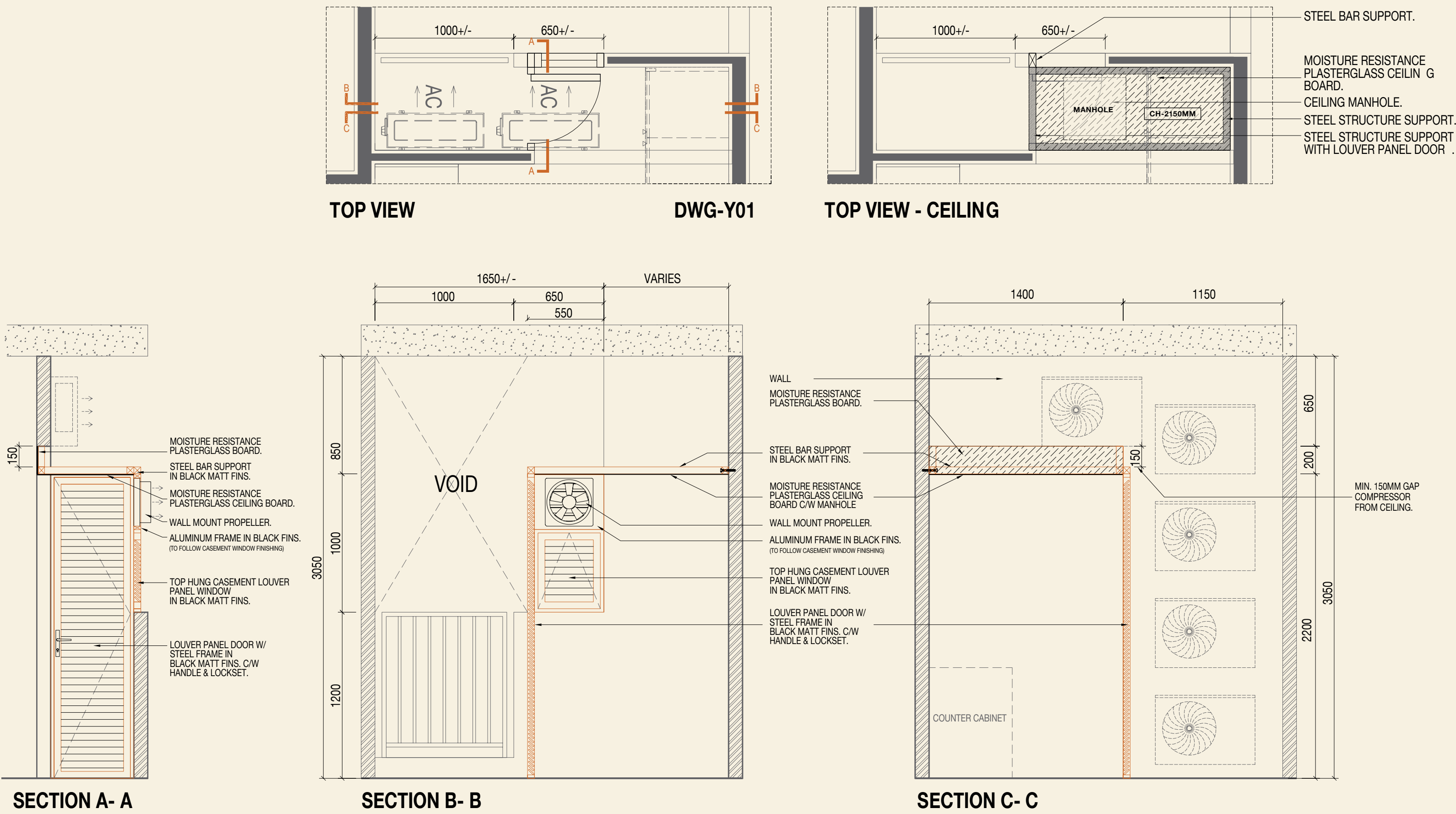
TYPE C/D	YARD AREA	OPTION
TYPE C	1000	OPTION 1
TYPE D	1000	OPTION 2
TYPE C	1000	OPTION 3
TYPE D	1000	OPTION 4
TYPE C	1000	OPTION 5
TYPE D	1000	OPTION 6
TYPE C	1000	OPTION 7
TYPE D	1000	OPTION 8
TYPE C	1000	OPTION 9
TYPE D	1000	OPTION 10
TYPE C	1000	OPTION 11
TYPE D	1000	OPTION 12
TYPE C	1000	OPTION 13
TYPE D	1000	OPTION 14
TYPE C	1000	OPTION 15
TYPE D	1000	OPTION 16
TYPE C	1000	OPTION 17
TYPE D	1000	OPTION 18
TYPE C	1000	OPTION 19
TYPE D	1000	OPTION 20
TYPE C	1000	OPTION 21
TYPE D	1000	OPTION 22
TYPE C	1000	OPTION 23
TYPE D	1000	OPTION 24
TYPE C	1000	OPTION 25
TYPE D	1000	OPTION 26
TYPE C	1000	OPTION 27
TYPE D	1000	OPTION 28
TYPE C	1000	OPTION 29
TYPE D	1000	OPTION 30
TYPE C	1000	OPTION 31
TYPE D	1000	OPTION 32
TYPE C	1000	OPTION 33
TYPE D	1000	OPTION 34
TYPE C	1000	OPTION 35
TYPE D	1000	OPTION 36
TYPE C	1000	OPTION 37
TYPE D	1000	OPTION 38
TYPE C	1000	OPTION 39
TYPE D	1000	OPTION 40
TYPE C	1000	OPTION 41
TYPE D	1000	OPTION 42
TYPE C	1000	OPTION 43
TYPE D	1000	OPTION 44
TYPE C	1000	OPTION 45
TYPE D	1000	OPTION 46
TYPE C	1000	OPTION 47
TYPE D	1000	OPTION 48
TYPE C	1000	OPTION 49
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TYPE D	1000	OPTION 92
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TYPE C	1000	OPTION 95
TYPE D	1000	OPTION 96
TYPE C	1000	OPTION 97
TYPE D	1000	OPTION 98
TYPE C	1000	OPTION 99
TYPE D	1000	OPTION 100

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# Annexure C



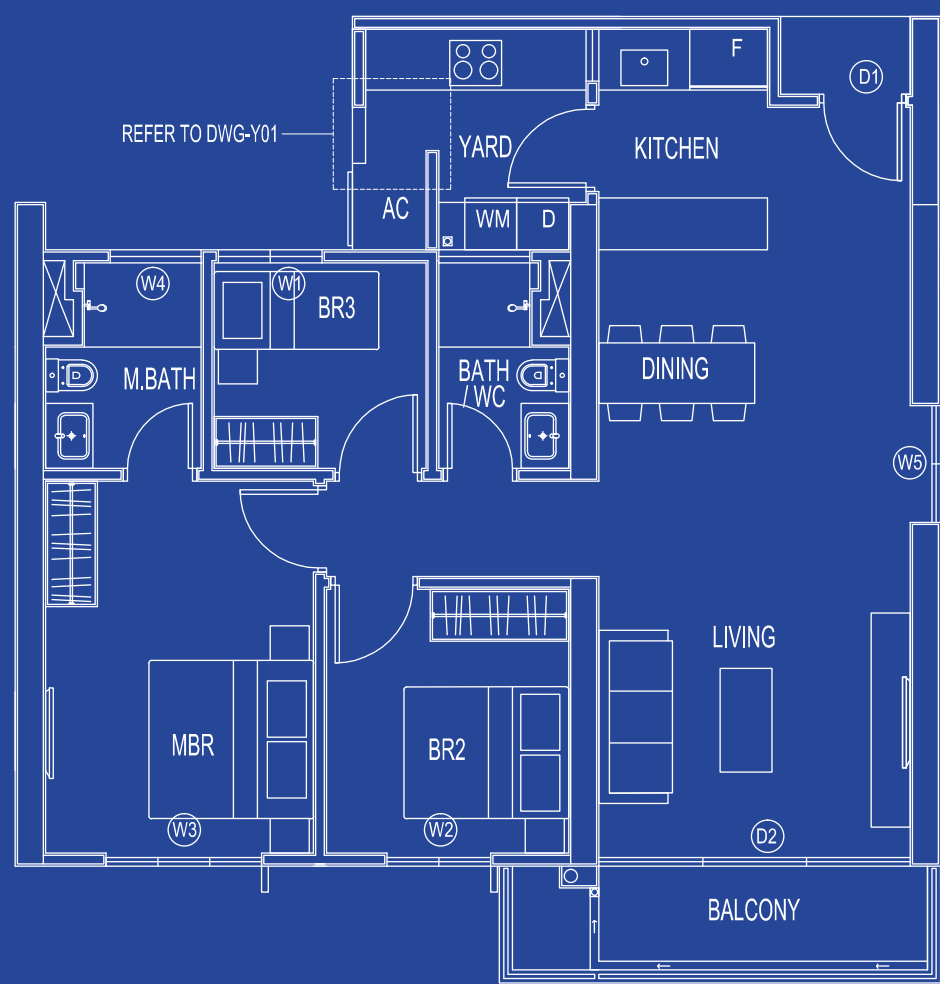
\*Note : Stated design for unit with 5 nos. compressor installation only.

## TYPICAL UNIT TYPE C/D | YARD AREA

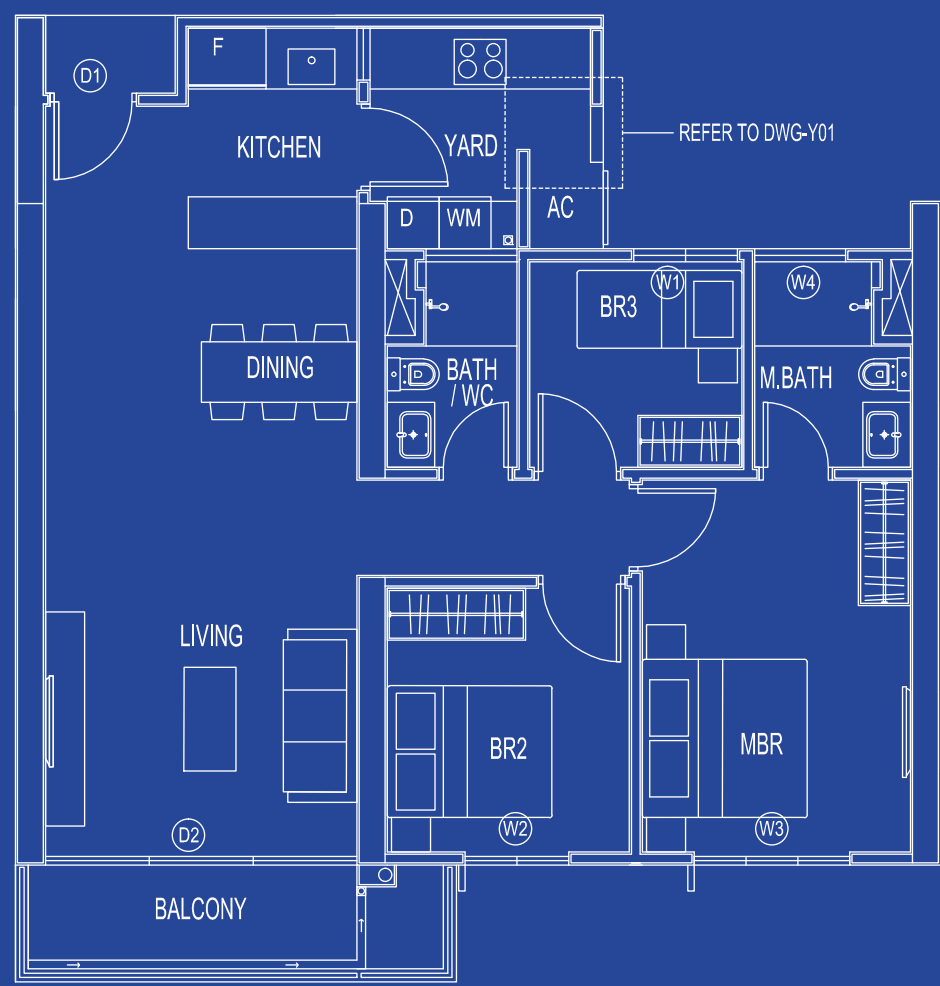
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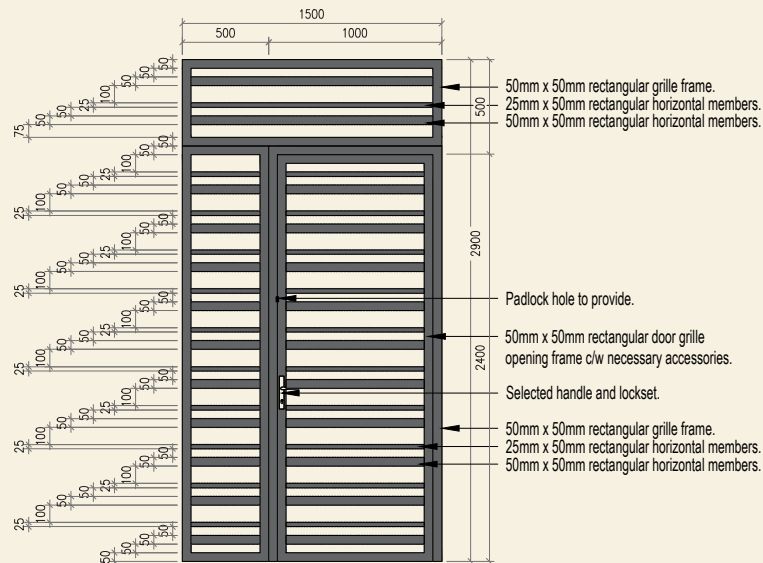
TYPICAL UNIT  
3 BEDROOM - TYPE A - CORNER UNIT



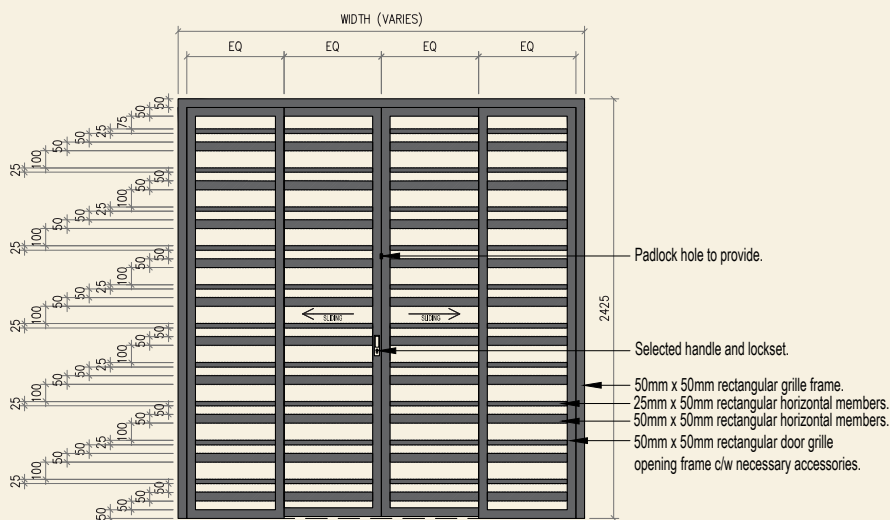
TYPICAL UNIT  
3 BEDROOM - TYPE A

Note For Grille:  
Material : Mild Steel.  
Colour : Nippon Paint - Lavender Grey 1307  
Finishes : Spray Paint / Powder Coated.  
\*Door Grille Come With Selected Lock And Padlock Hole.  
\*\*Bedroom / Yard Grille Opening Come With Latch Lock And Padlock Hole.

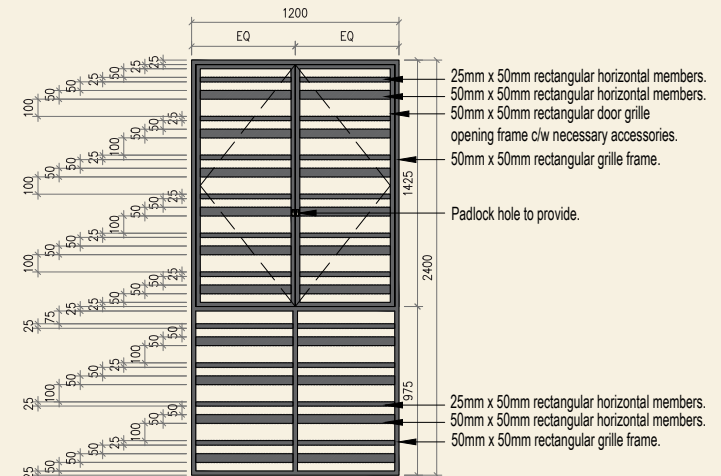
Note For Aluminium Window:  
\*\*Aluminium Window Frame Need To Be Powder Coated Black.  
The Glass Can Be 50% Tinted Or Tinted Frosted White.  
\*\*\*To Get Correct Dimension, Contractor Need Do Measurement At Site.



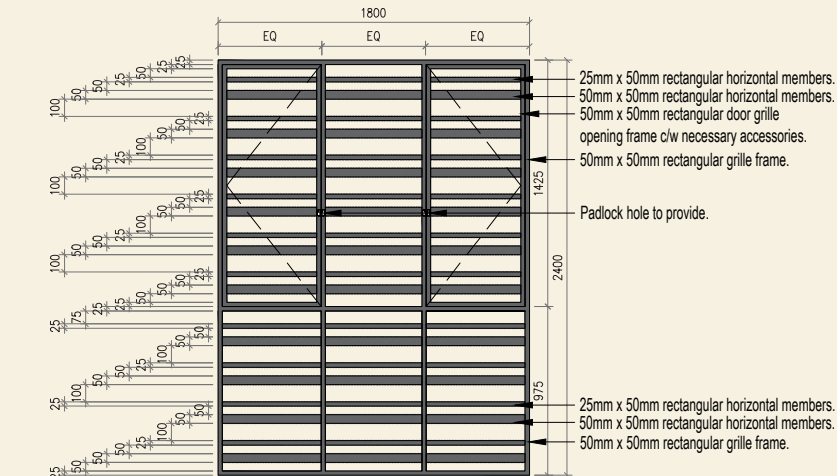
D1 MAIN ENTRANCE  
GRILLE DOOR



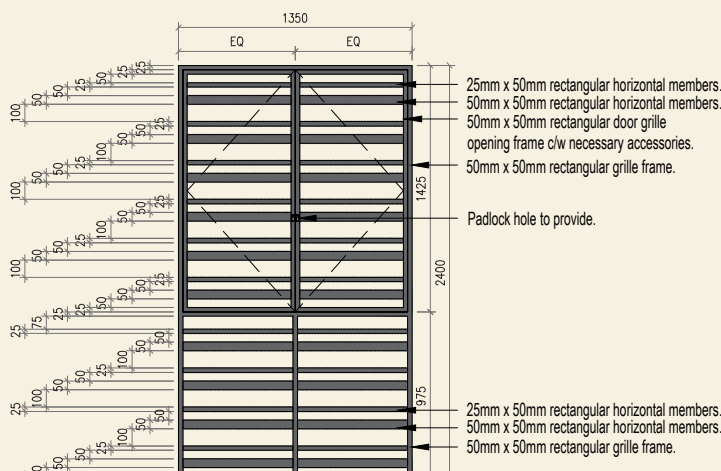
D2 BALCONY  
SLIDING GRILLE DOOR



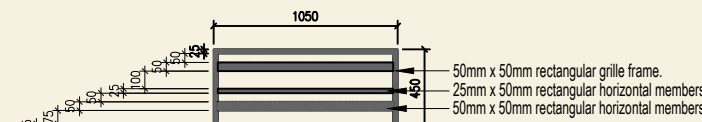
W1 W2 BEDROOM 2 & 3  
WINDOW GRILLE



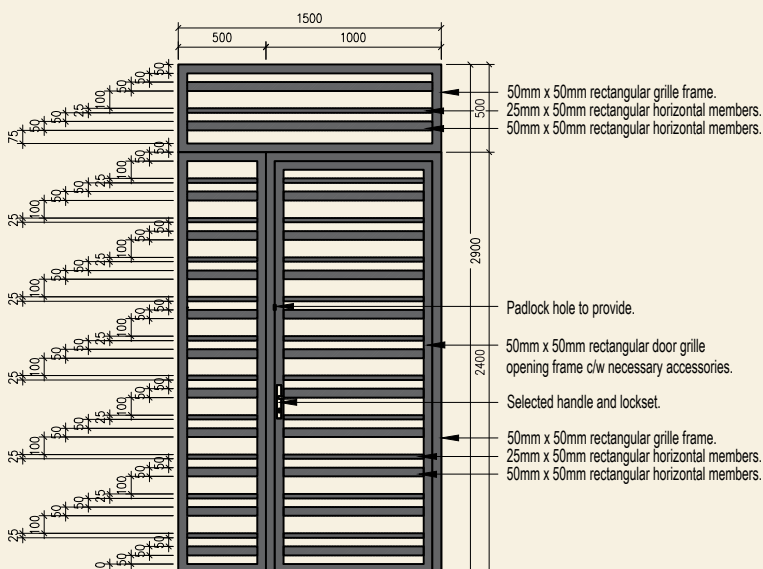
W3 MASTER BEDROOM  
WINDOW GRILLE



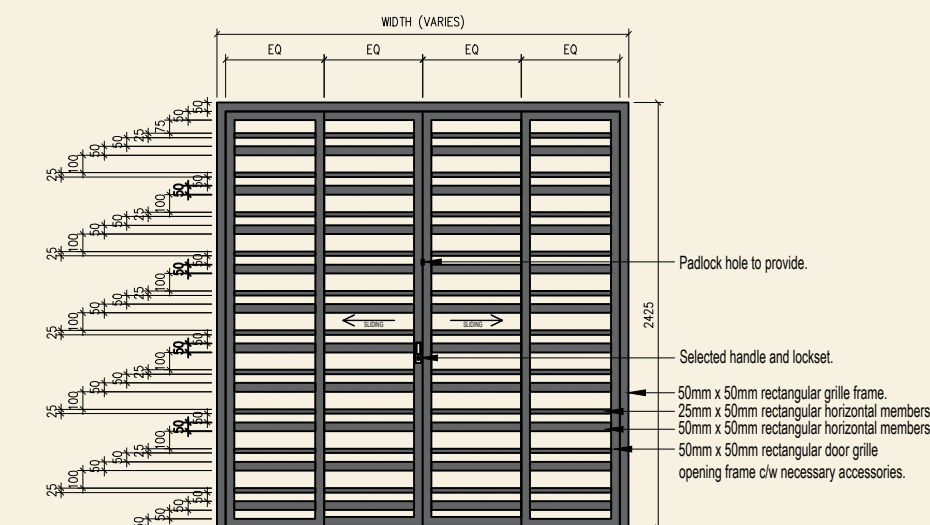
W5 DINING / LIVING  
WINDOW GRILLE



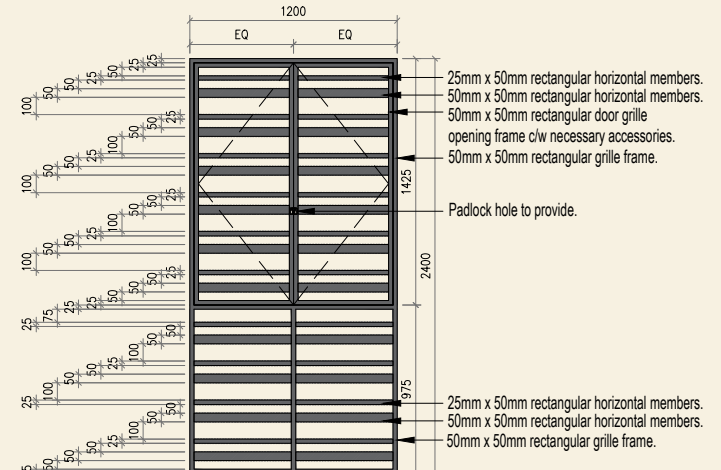
W4 MASTER BATHROOM  
WINDOW GRILLE



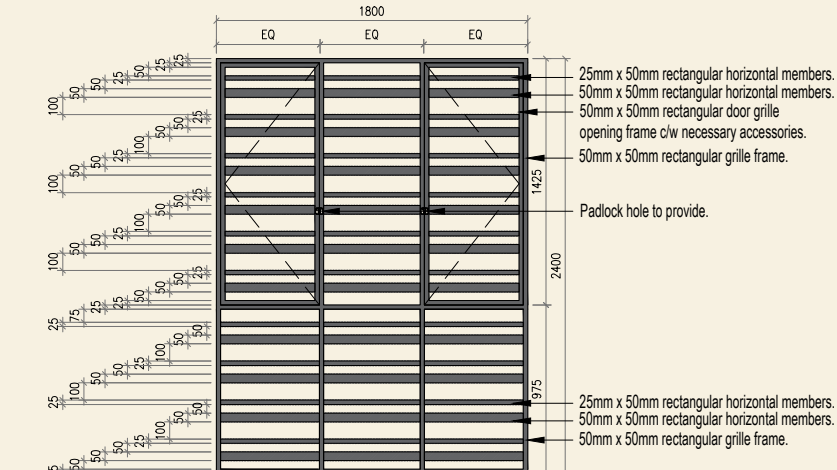
D1 MAIN ENTRANCE  
GRILLE DOOR



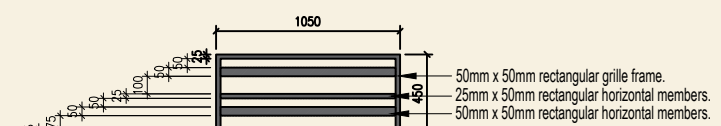
D2 BALCONY  
SLIDING GRILLE DOOR



W1 W2 BEDROOM 2 & 3  
WINDOW GRILLE



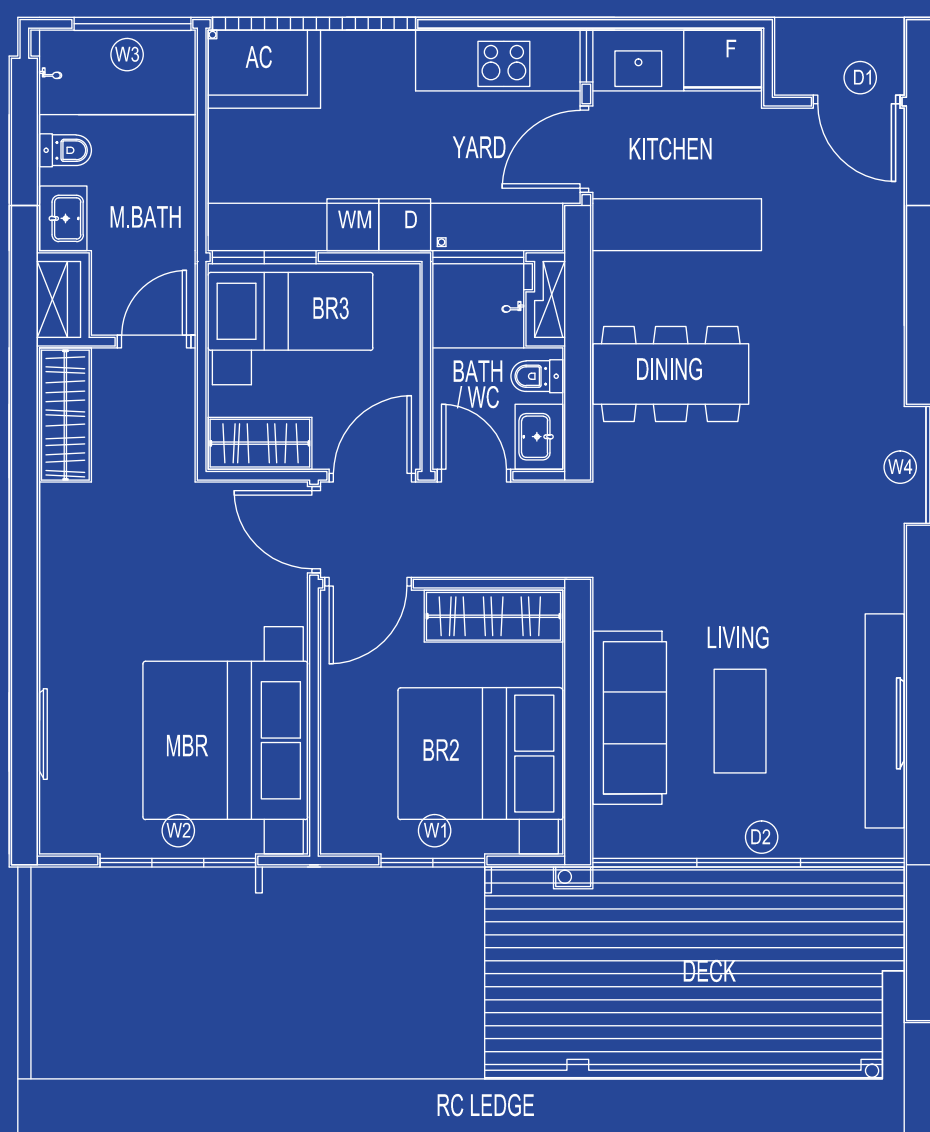
W3 MASTER BEDROOM  
WINDOW GRILLE



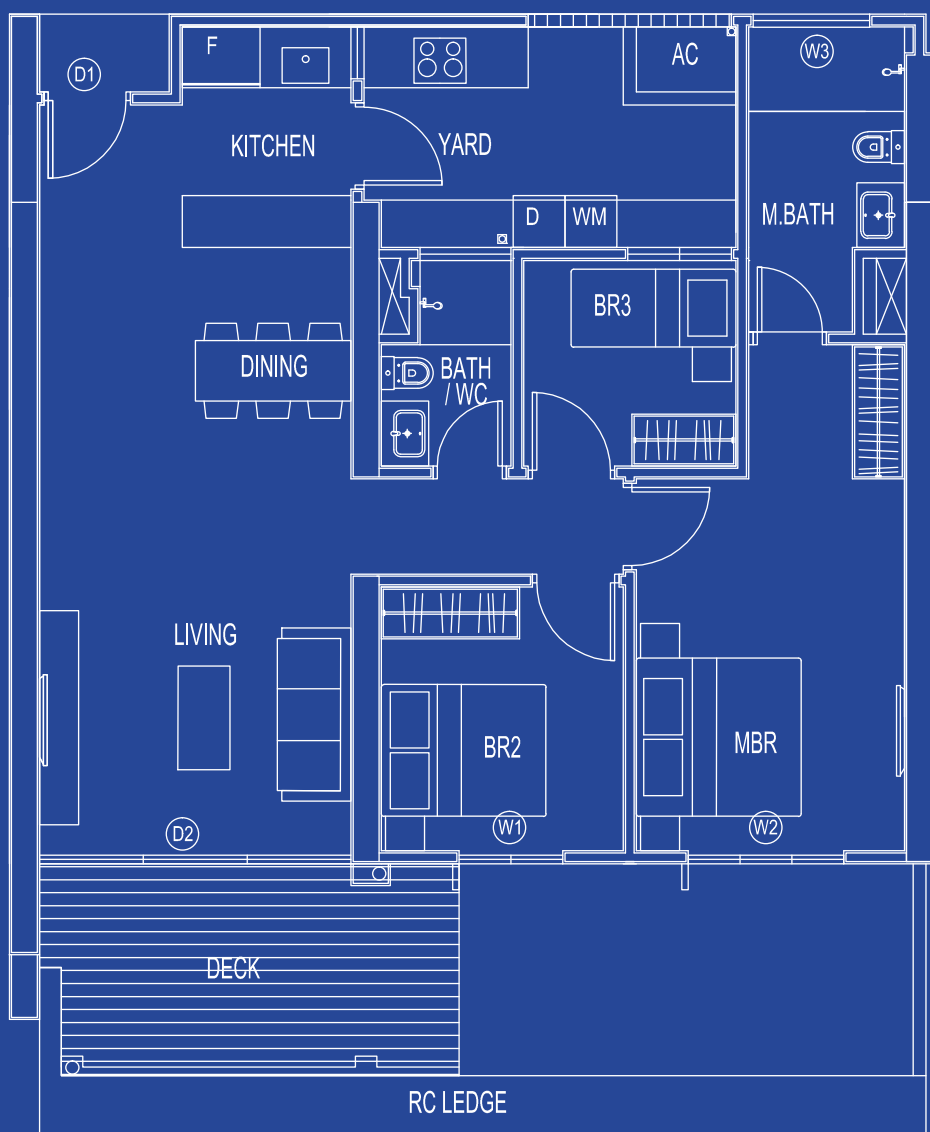
W4 MASTER BATHROOM  
WINDOW GRILLE

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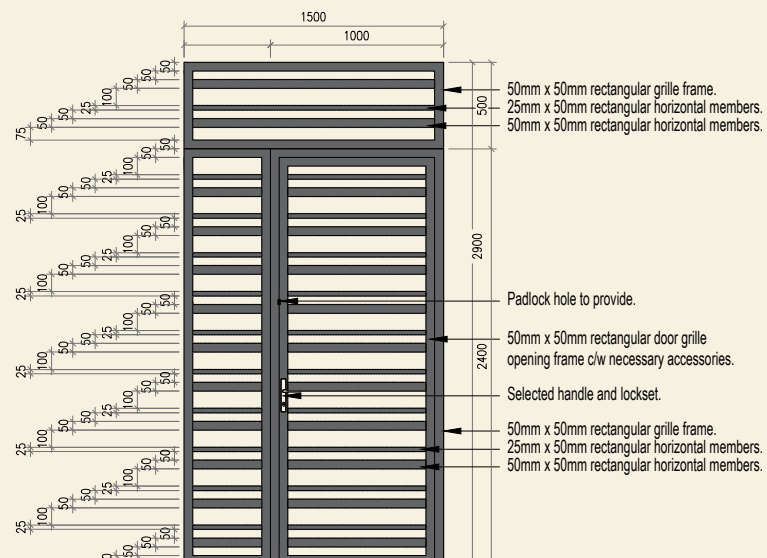
**TYPICAL UNIT  
3 BEDROOM - TYPE A1 - CORNER UNIT**



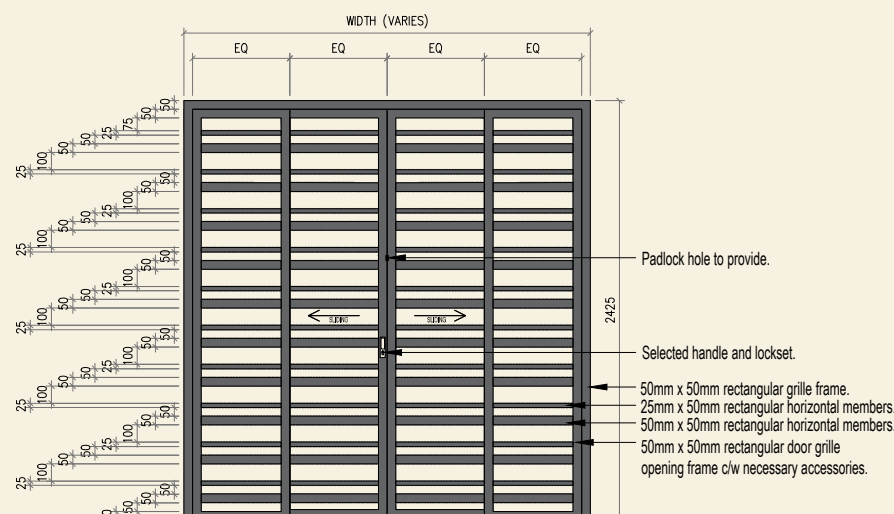
**TYPICAL UNIT  
3 BEDROOM - TYPE A1**

Note For Grille:  
Material : Mild Steel.  
Colour : Nippon Paint - Lavender Grey 1307  
Finishes : Spray Paint / Powder Coated.  
\*Door Grille Come With Selected Lock And Padlock Hole.  
\*\*Bedroom / Yard Grille Opening Come With Latch Lock And Padlock Hole.

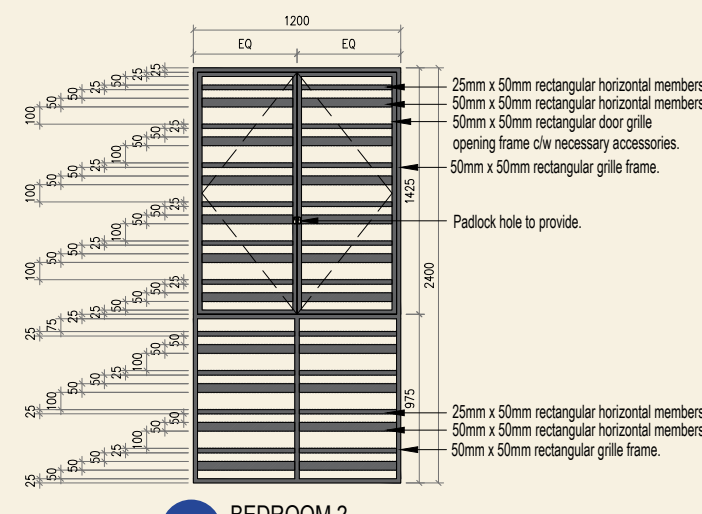
Note For Aluminium Window:  
\*\*Aluminium Window Frame Need To Be Powder Coated Black.  
The Glass Can Be 50% Tinted Or Tinted Frosted White.  
\*\*\*To Get Correct Dimension, Contractor Need Do Measurement At Site.



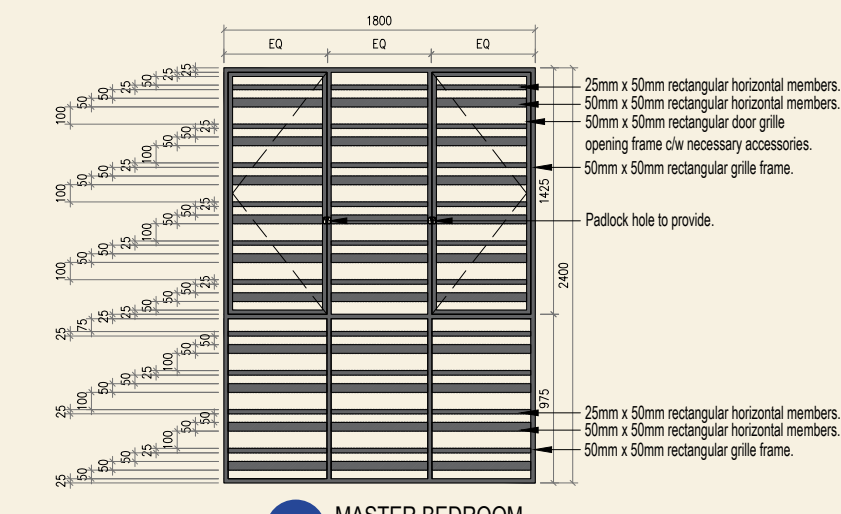
**D1 MAIN ENTRANCE  
GRILLE DOOR**



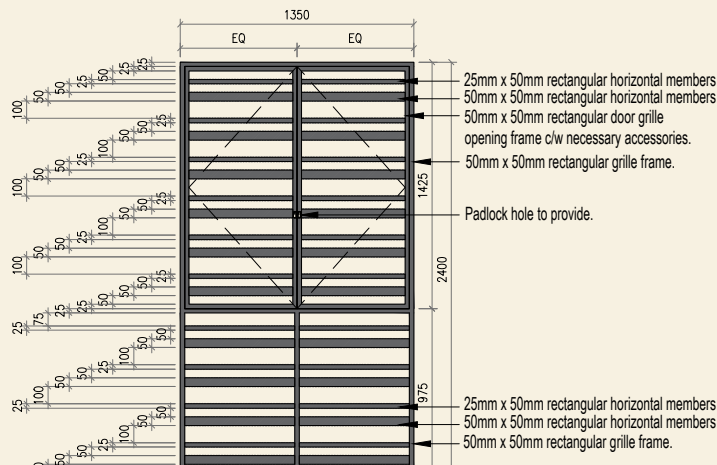
**D2 BALCONY  
SLIDING GRILLE DOOR**



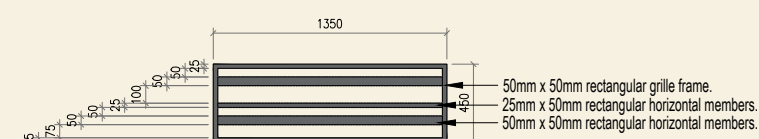
**W1 BEDROOM 2  
WINDOW GRILLE**



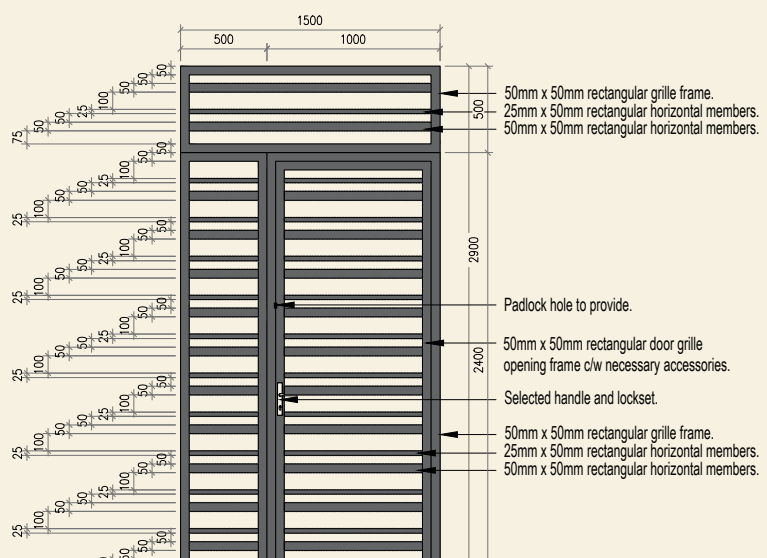
**W2 MASTER BEDROOM  
WINDOW GRILLE**



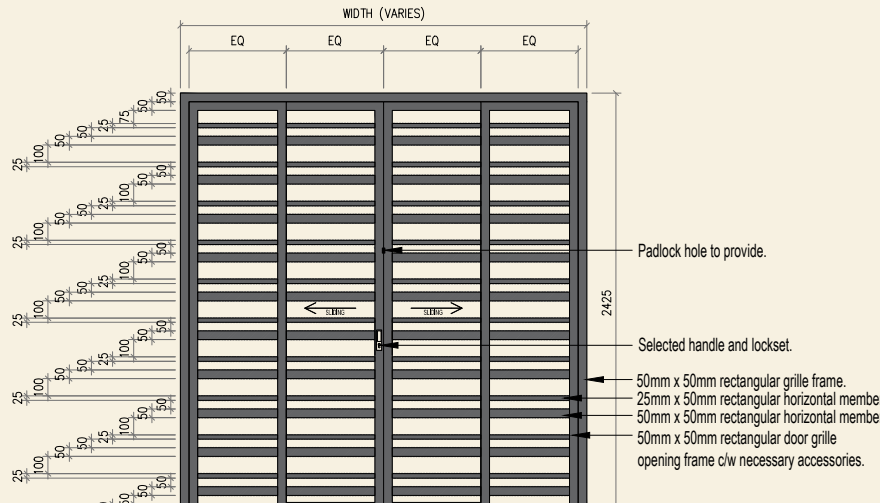
**W4 DINING / LIVING  
WINDOW GRILLE**



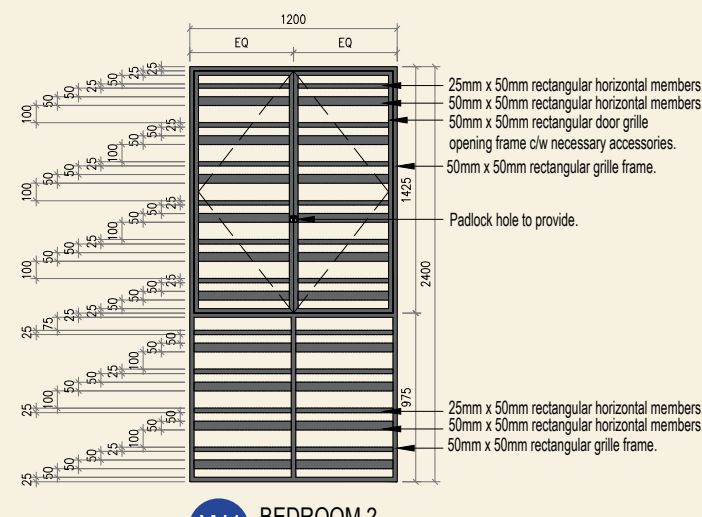
**W3 MASTER BATHROOM  
WINDOW GRILLE**



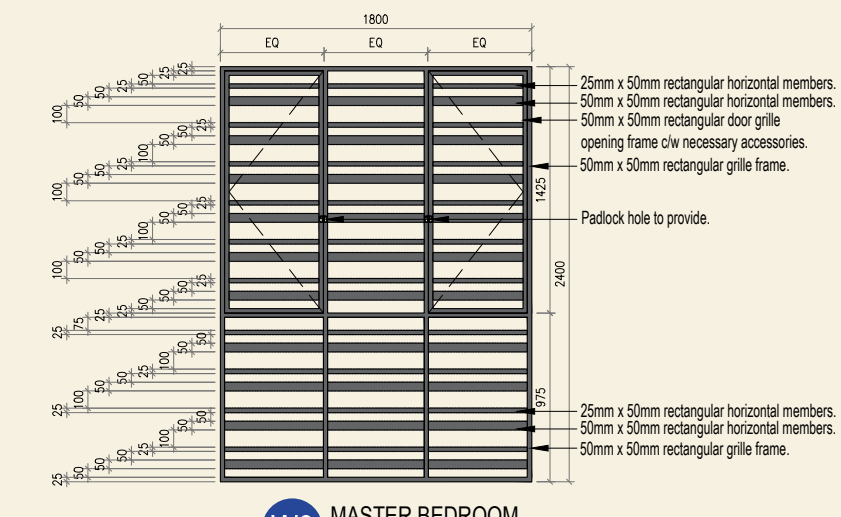
**D1 MAIN ENTRANCE  
GRILLE DOOR**



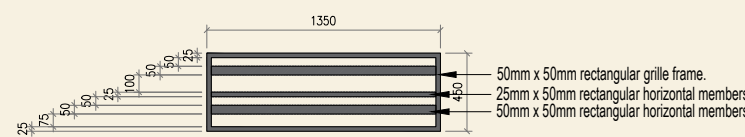
**D2 BALCONY  
SLIDING GRILLE DOOR**



**W1 BEDROOM 2  
WINDOW GRILLE**



**W3 MASTER BEDROOM  
WINDOW GRILLE**

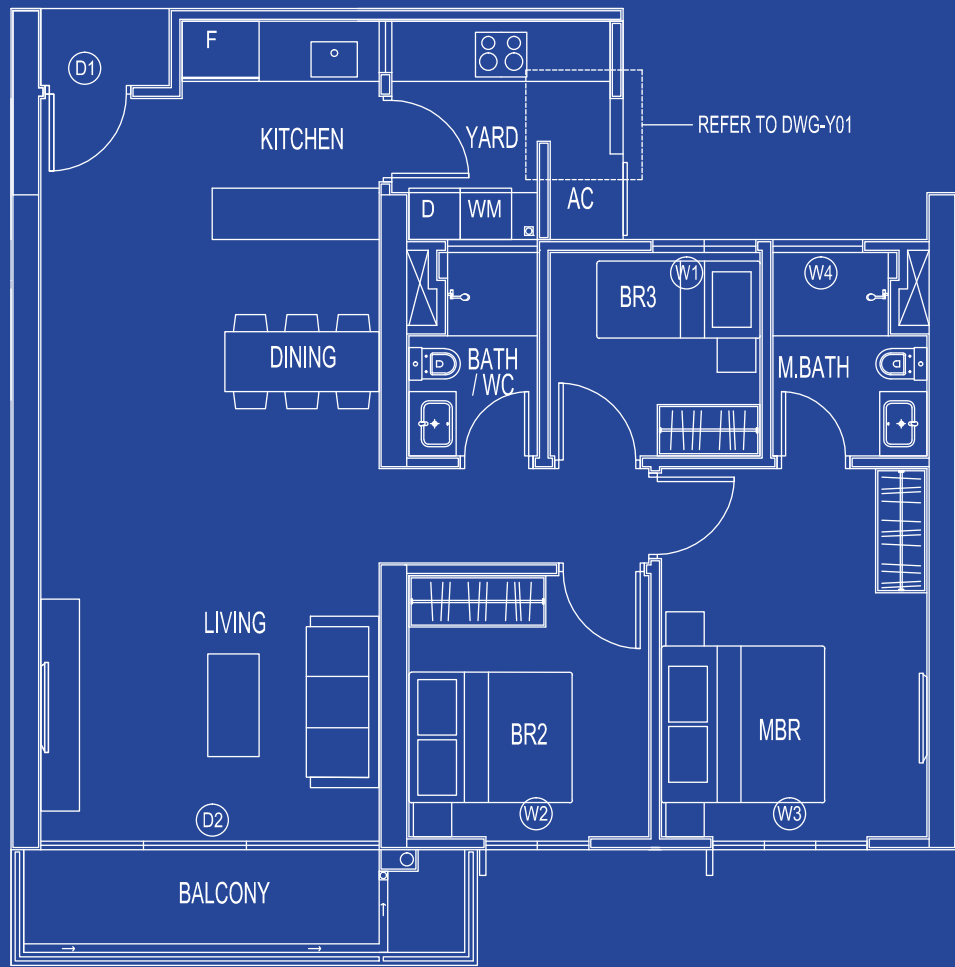


**W3 MASTER BATHROOM  
WINDOW GRILLE**

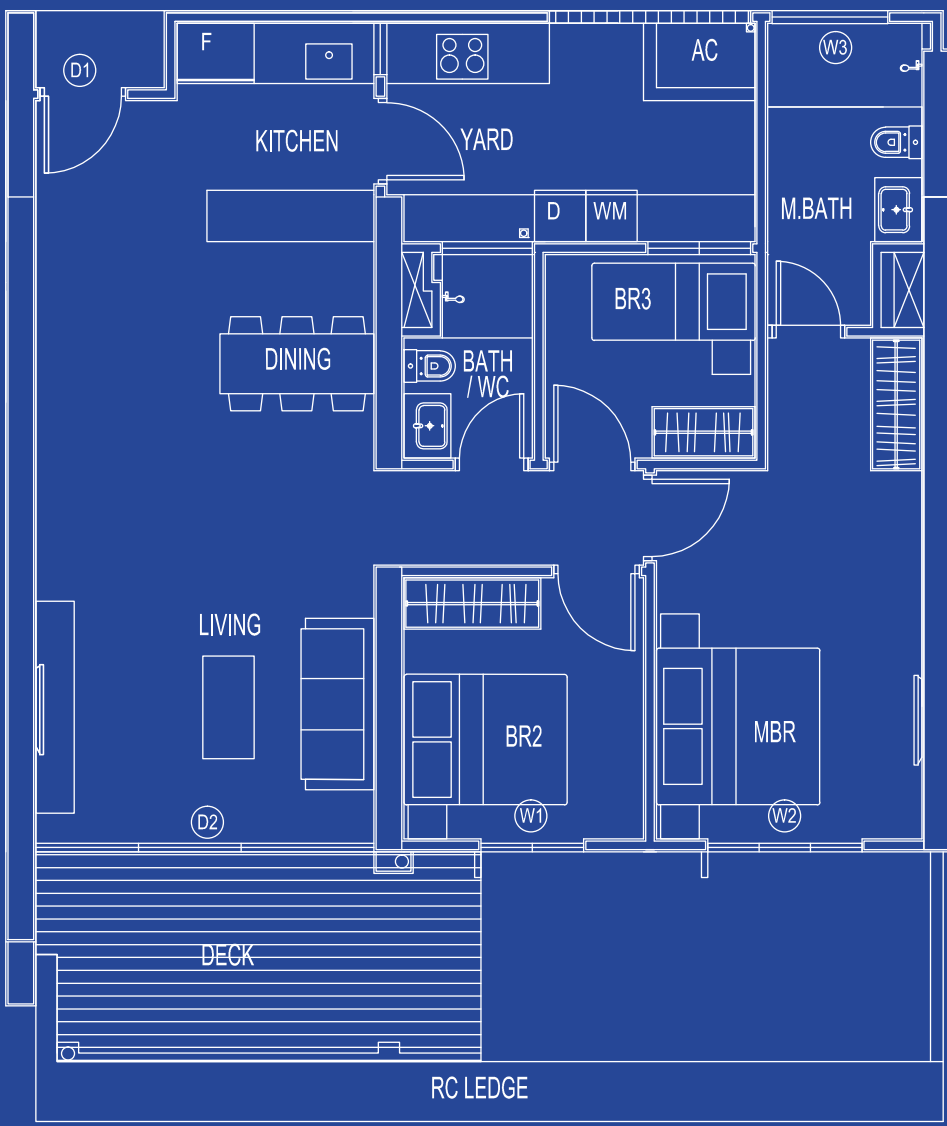
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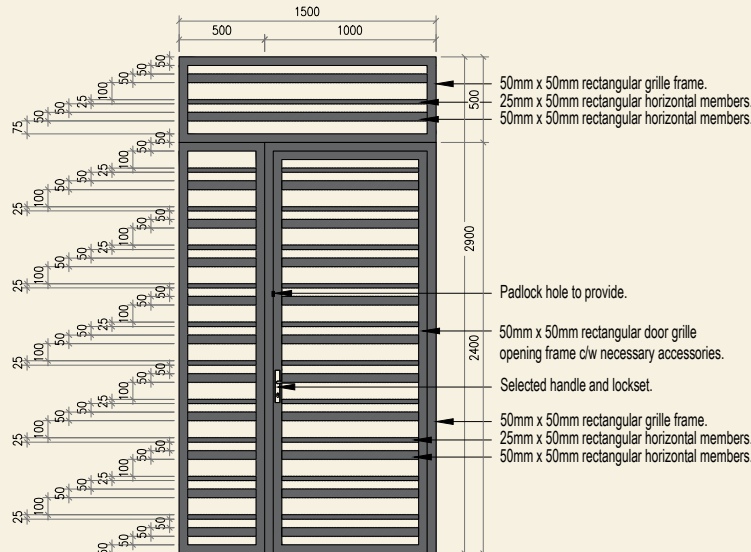
TYPICAL UNIT  
3 BEDROOM - TYPE B



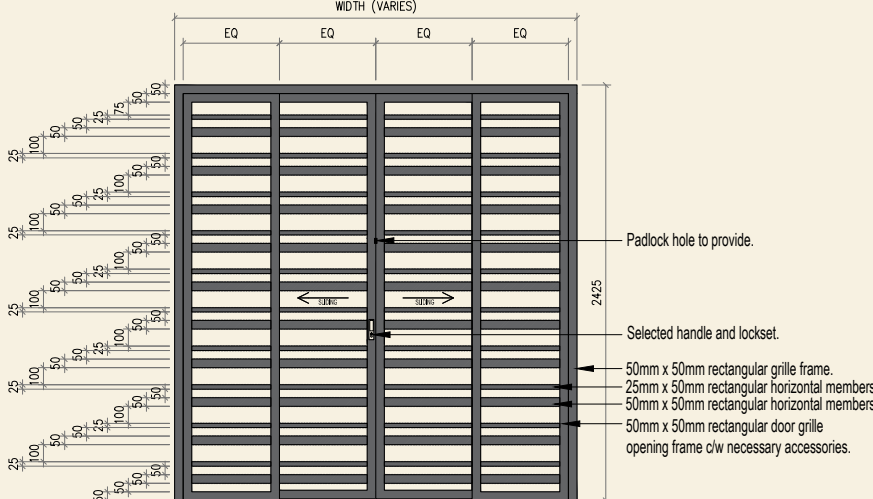
TYPICAL UNIT  
3 BEDROOM - TYPE B1

Note For Grille:  
Material : Mild Steel.  
Colour : Nippon Paint - Lavender Grey 1307  
Finishes : Spray Paint / Powder Coated.  
\*Door Grille Come With Selected Lock And Padlock Hole.  
\*\*Bedroom / Yard Grille Opening Come With Latch Lock And Padlock Hole.

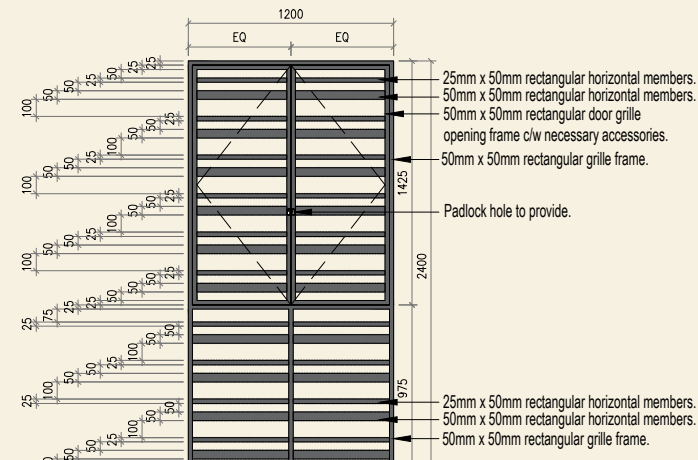
Note For Aluminium Window:  
\*\*Aluminium Window Frame Need To Be Powder Coated Black.  
The Glass Can Be 50% Tinted Or Tinted Frosted White.  
\*\*\*To Get Correct Dimension, Contractor Need Do Measurement At Site.



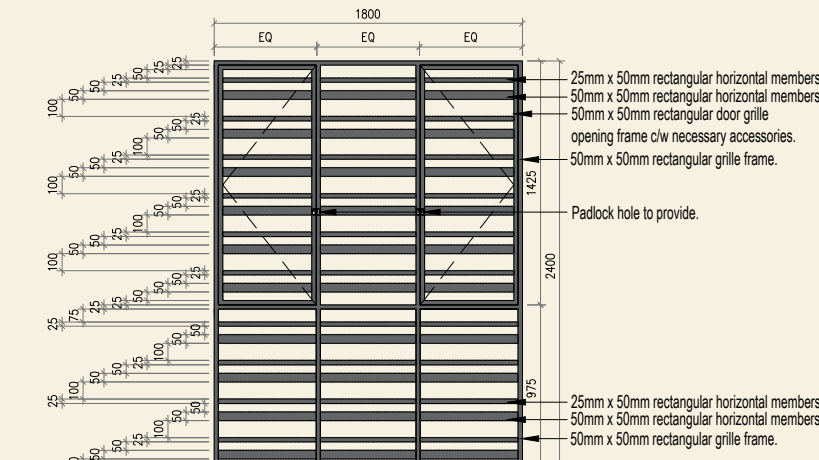
D1 MAIN ENTRANCE  
GRILLE DOOR



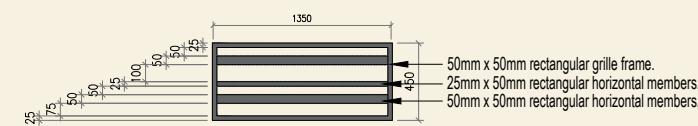
D2 BALCONY  
SLIDING GRILLE DOOR



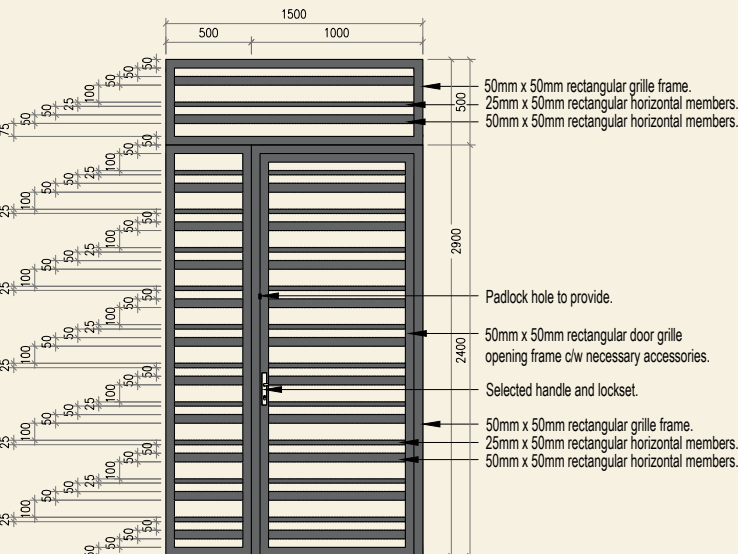
W1 W2 BEDROOM 2 & 3  
WINDOW GRILLE



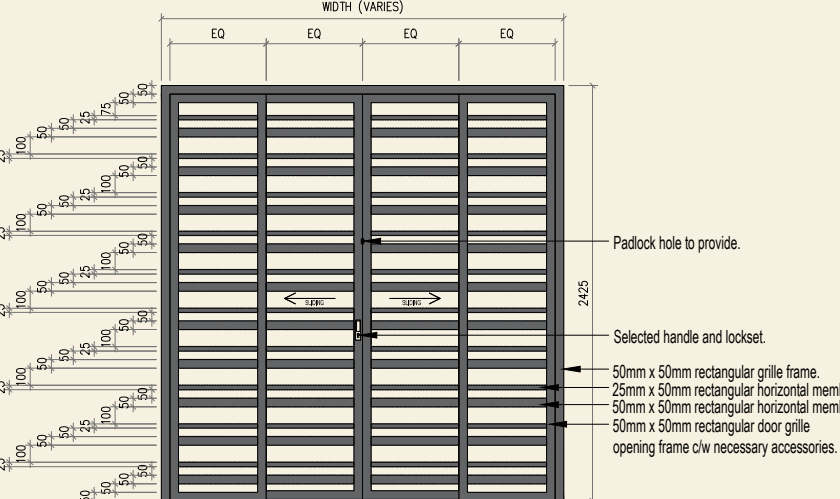
W3 MASTER BEDROOM  
WINDOW GRILLE



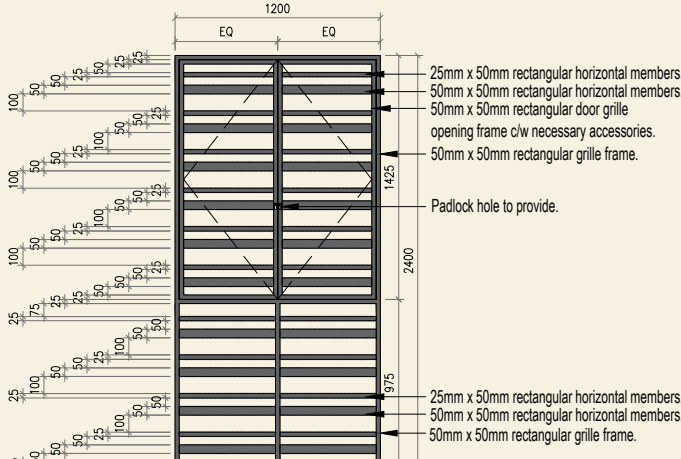
W4 MASTER BATHROOM  
WINDOW GRILLE



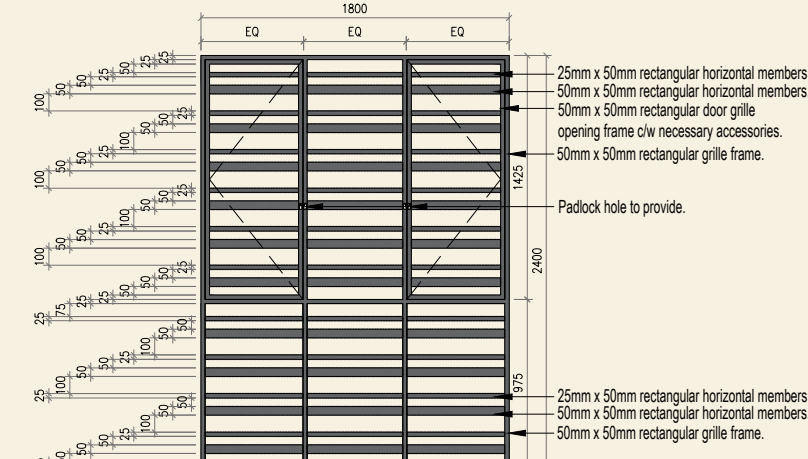
D1 MAIN ENTRANCE  
GRILLE DOOR



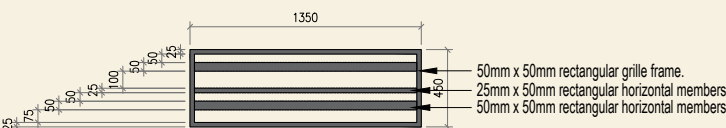
D2 BALCONY  
SLIDING GRILLE DOOR



W1 BEDROOM 2  
WINDOW GRILLE



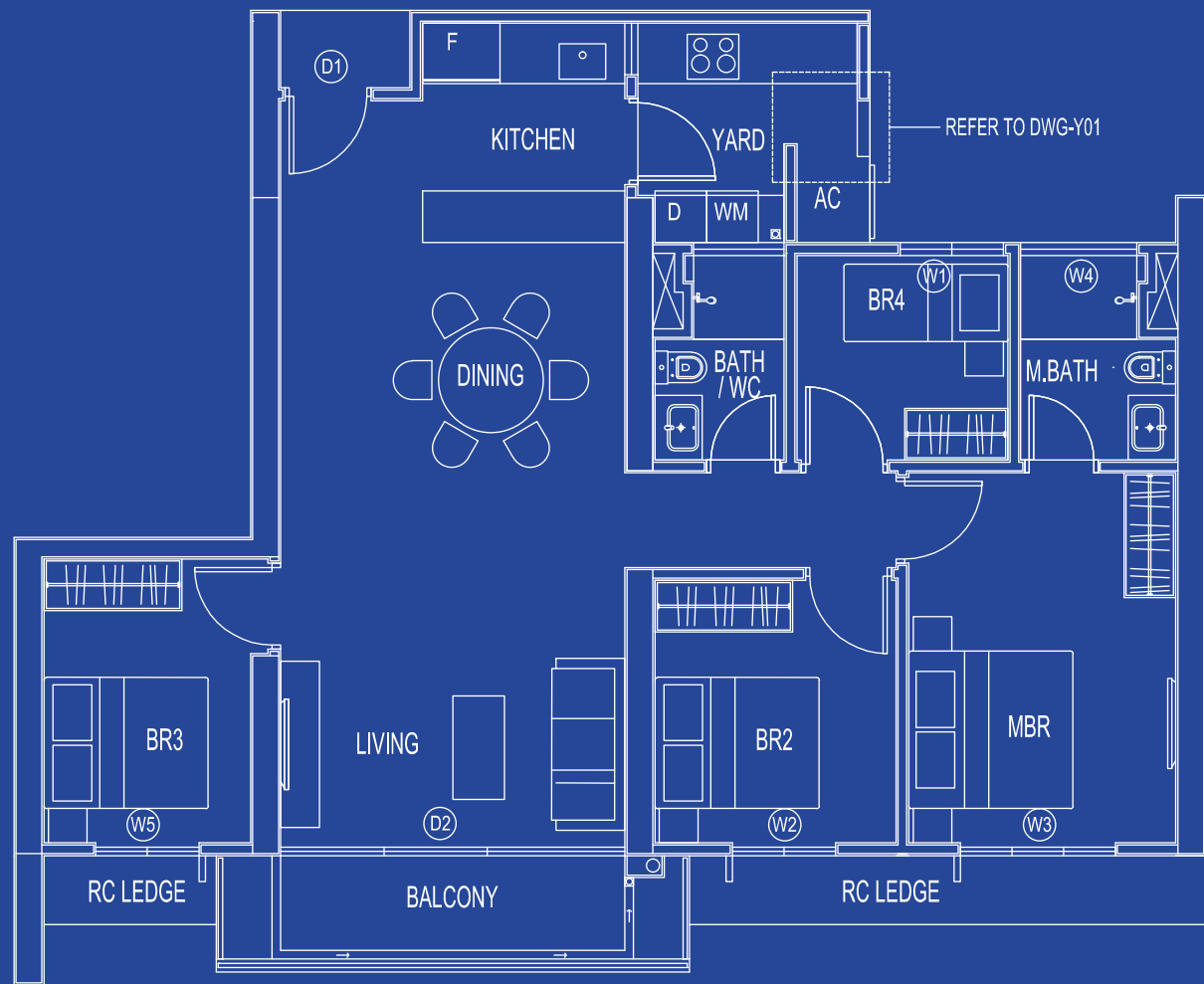
W3 MASTER BEDROOM  
WINDOW GRILLE



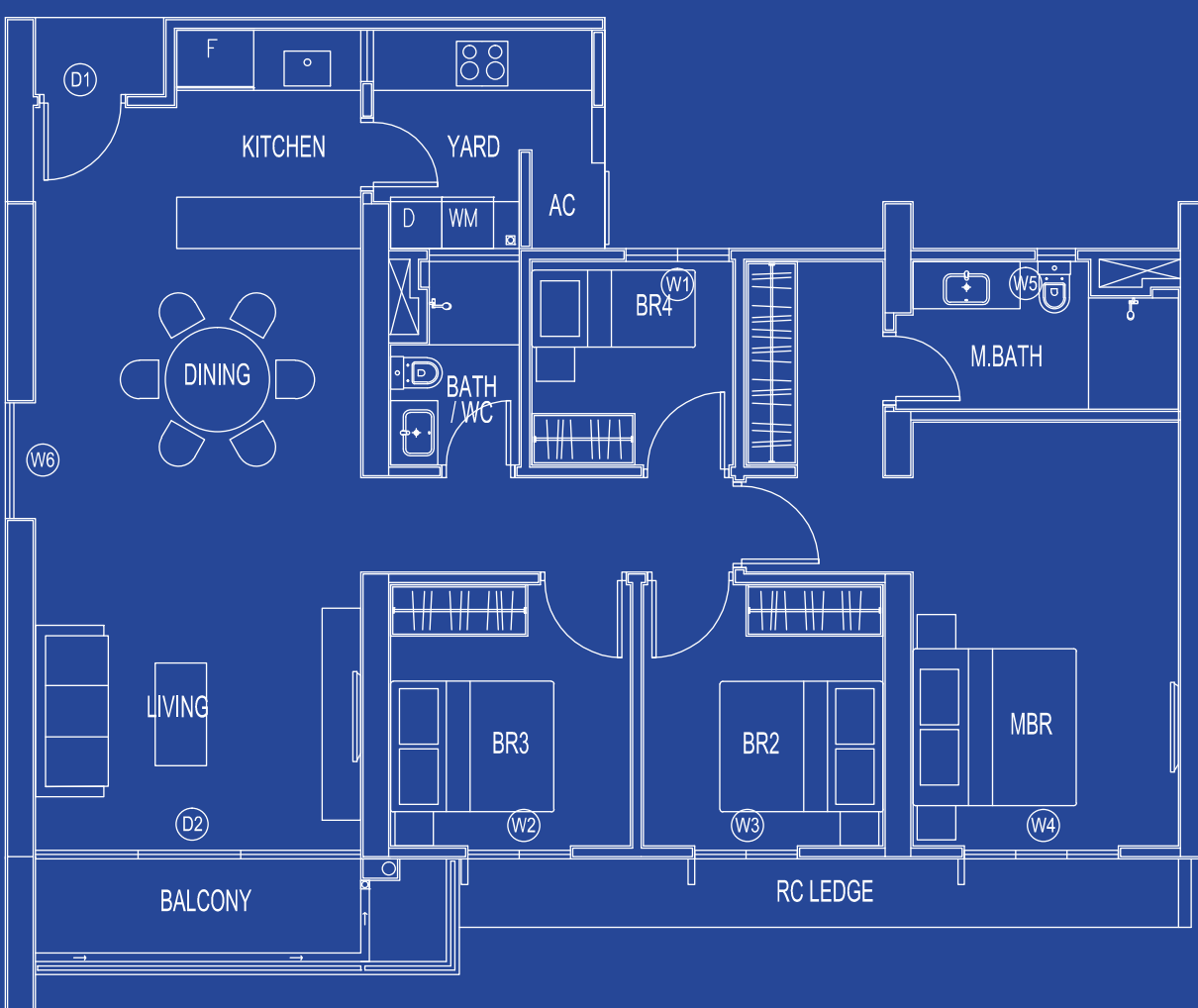
W3 MASTER BATHROOM  
WINDOW GRILLE

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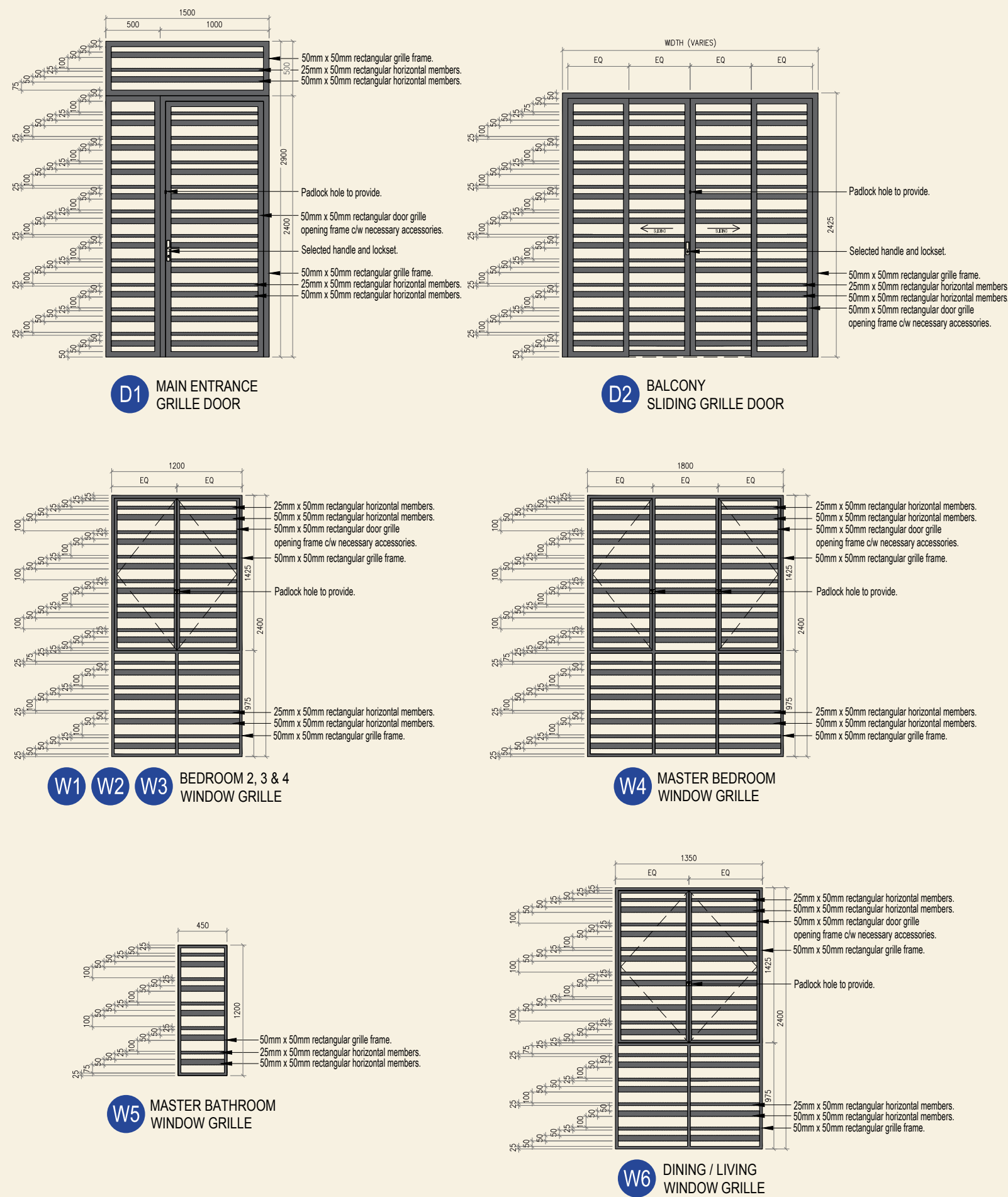
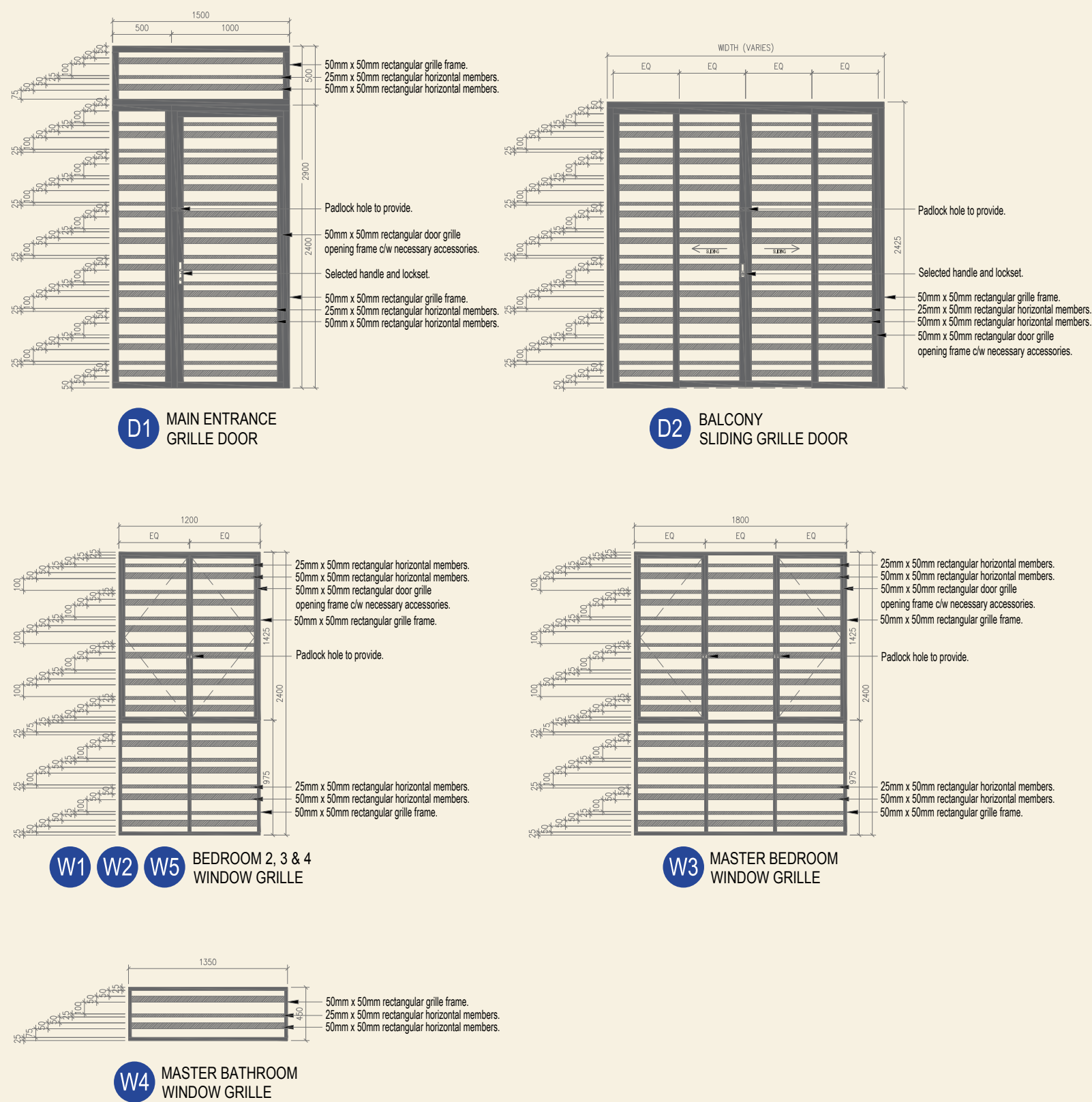
**TYPICAL UNIT  
4 BEDROOM - TYPE C**



**TYPICAL UNIT  
4 BEDROOM - TYPE D - CORNER UNIT**

Note For Grille:  
Material : Mild Steel.  
Colour : Nippon Paint - Lavender Grey 1307  
Finishes : Spray Paint / Powder Coated.  
\*Door Grille Come With Selected Lock And Padlock Hole.  
\*\*Bedroom / Yard Grille Opening Come With Latch Lock And Padlock Hole.

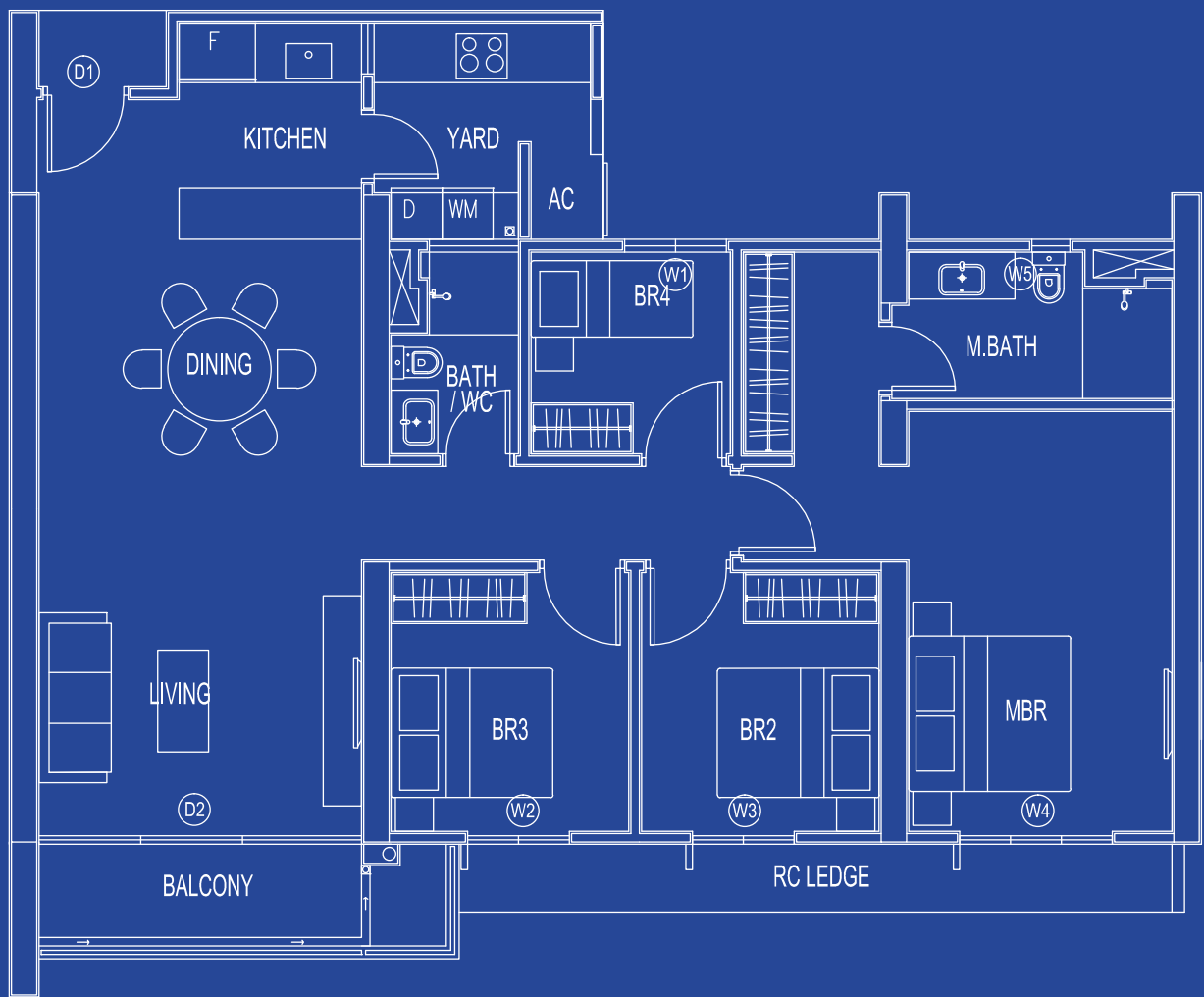
Note For Aluminium Window:  
\*\*Aluminium Window Frame Need To Be Powder Coated Black.  
The Glass Can Be 50% Tinted Or Tinted Frosted White.  
\*\*\*To Get Correct Dimension, Contractor Need Do Measurement At Site.



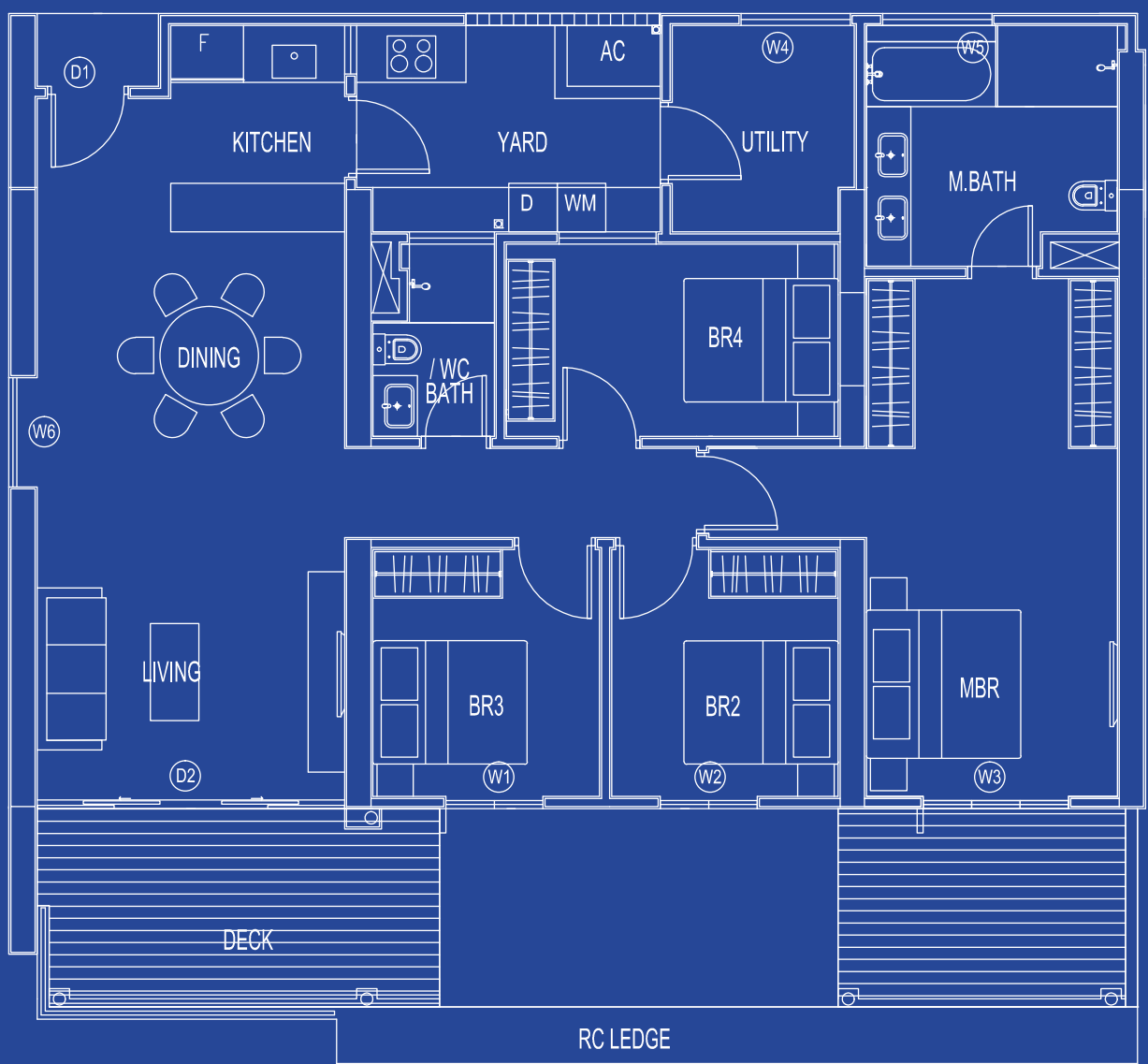
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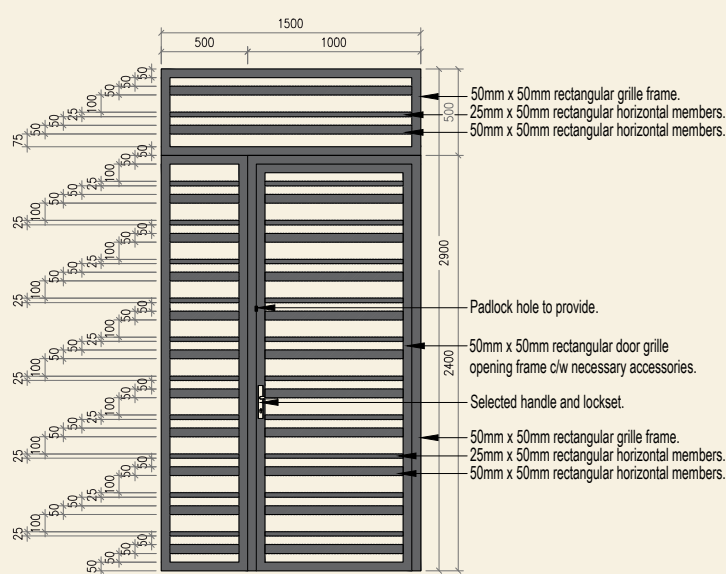
TYPICAL UNIT  
4 BEDROOM - TYPE D



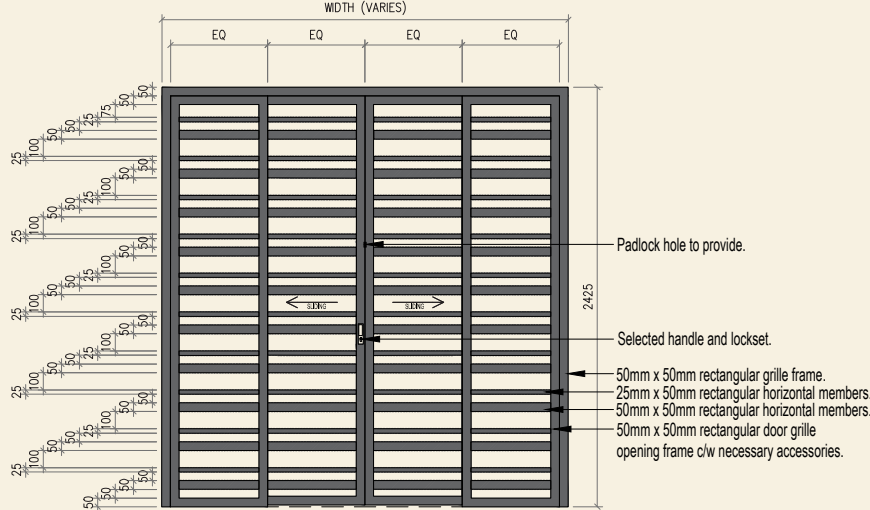
TYPICAL UNIT  
4 BEDROOM - TYPE D1 - CORNER UNIT

Note For Grille:  
Material : Mild Steel.  
Colour : Nippon Paint - Lavender Grey 1307  
Finishes : Spray Paint / Powder Coated.  
\*Door Grille Come With Selected Lock And Padlock Hole.  
\*\*Bedroom / Yard Grille Opening Come With Latch Lock And Padlock Hole.

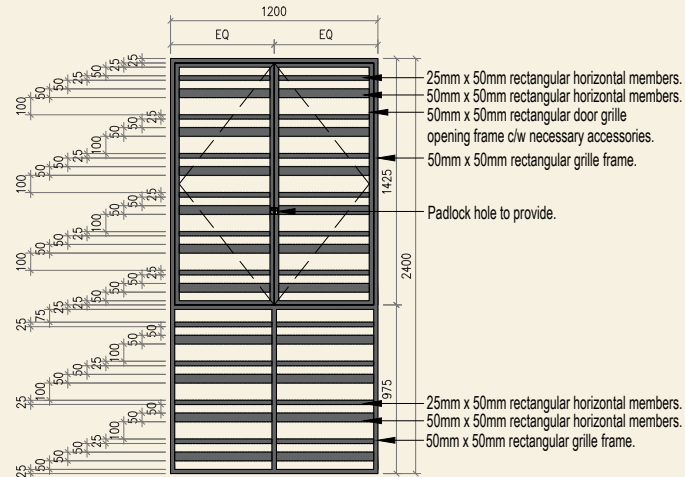
Note For Aluminium Window:  
\*\*Aluminium Window Frame Need To Be Powder Coated Black.  
The Glass Can Be 50% Tinted Or Tinted Frosted White.  
\*\*\*To Get Correct Dimension, Contractor Need Do Measurement At Site.



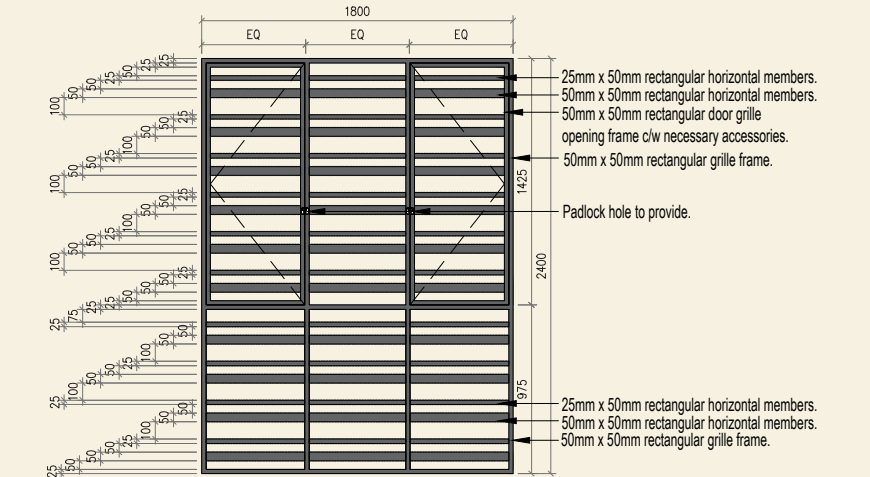
D1 MAIN ENTRANCE  
GRILLE DOOR



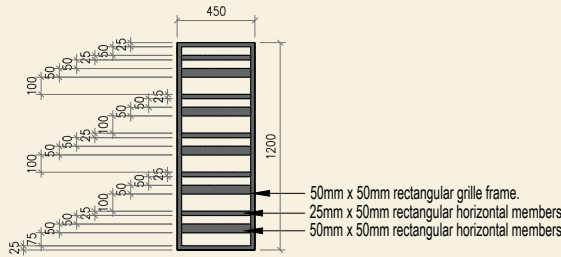
D2 BALCONY  
SLIDING GRILLE DOOR



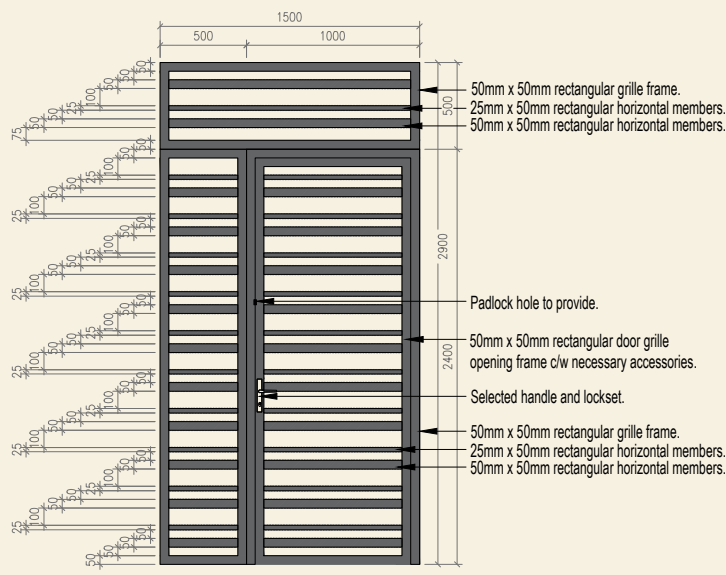
W1 W2 W3 BEDROOM 2, 3 & 4  
WINDOW GRILLE



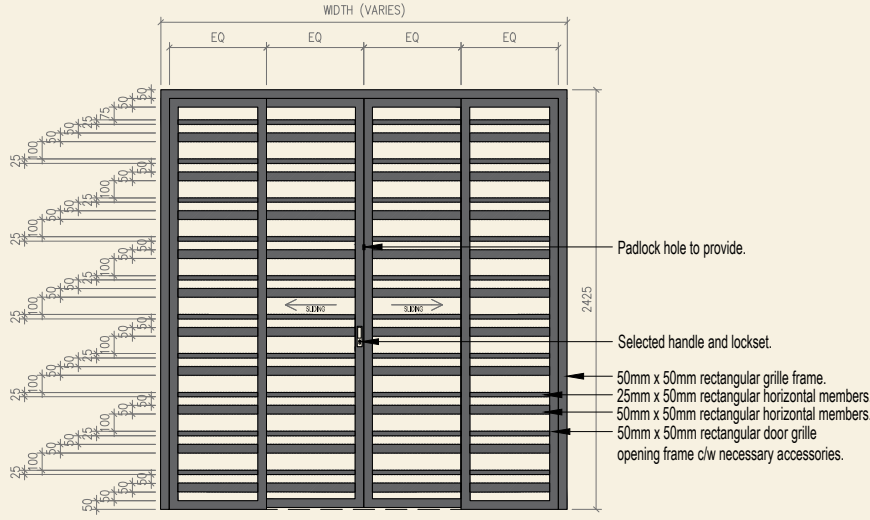
W4 MASTER BEDROOM  
WINDOW GRILLE



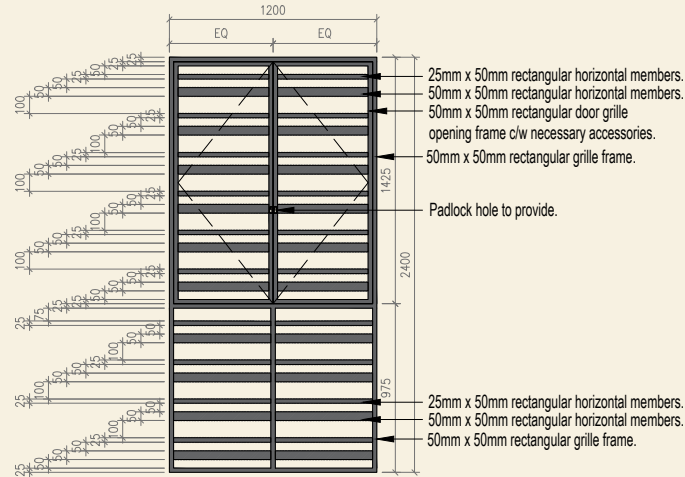
W5 MASTER BATHROOM  
WINDOW GRILLE



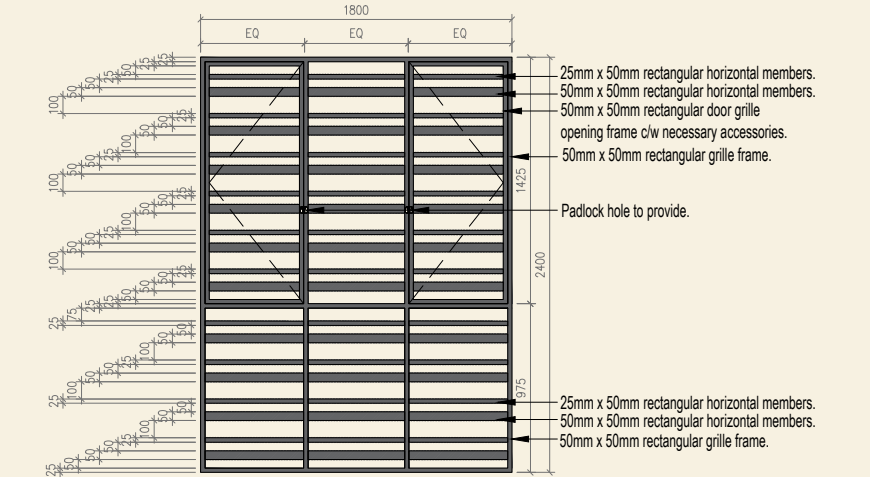
D1 MAIN ENTRANCE  
GRILLE DOOR



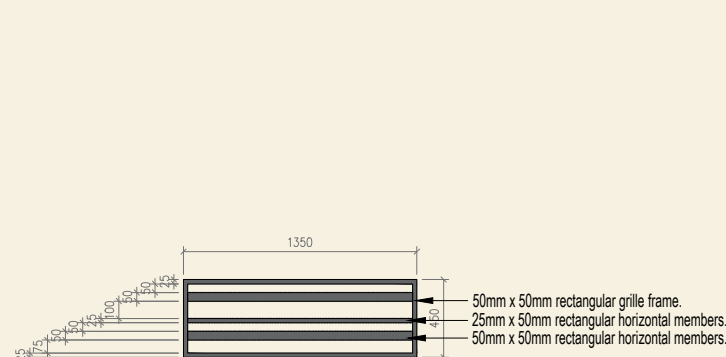
D2 BALCONY  
SLIDING GRILLE DOOR



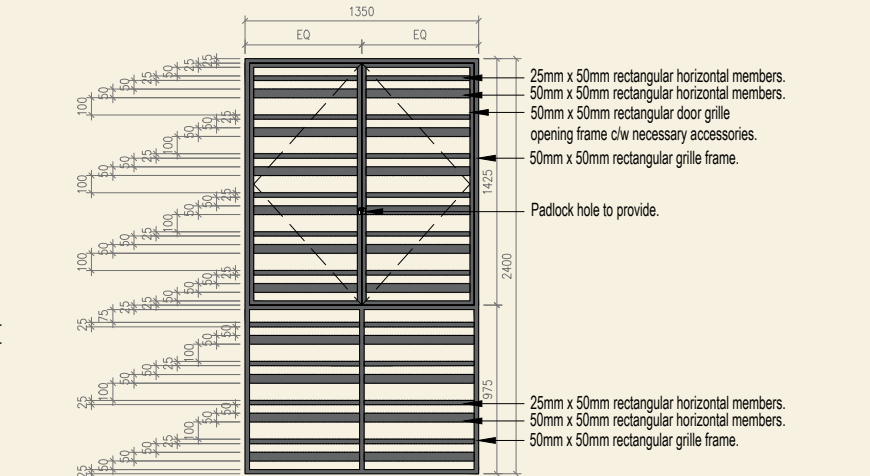
W1 W2 BEDROOM 2, 3 & 4  
WINDOW GRILLE



W3 MASTER BEDROOM  
WINDOW GRILLE



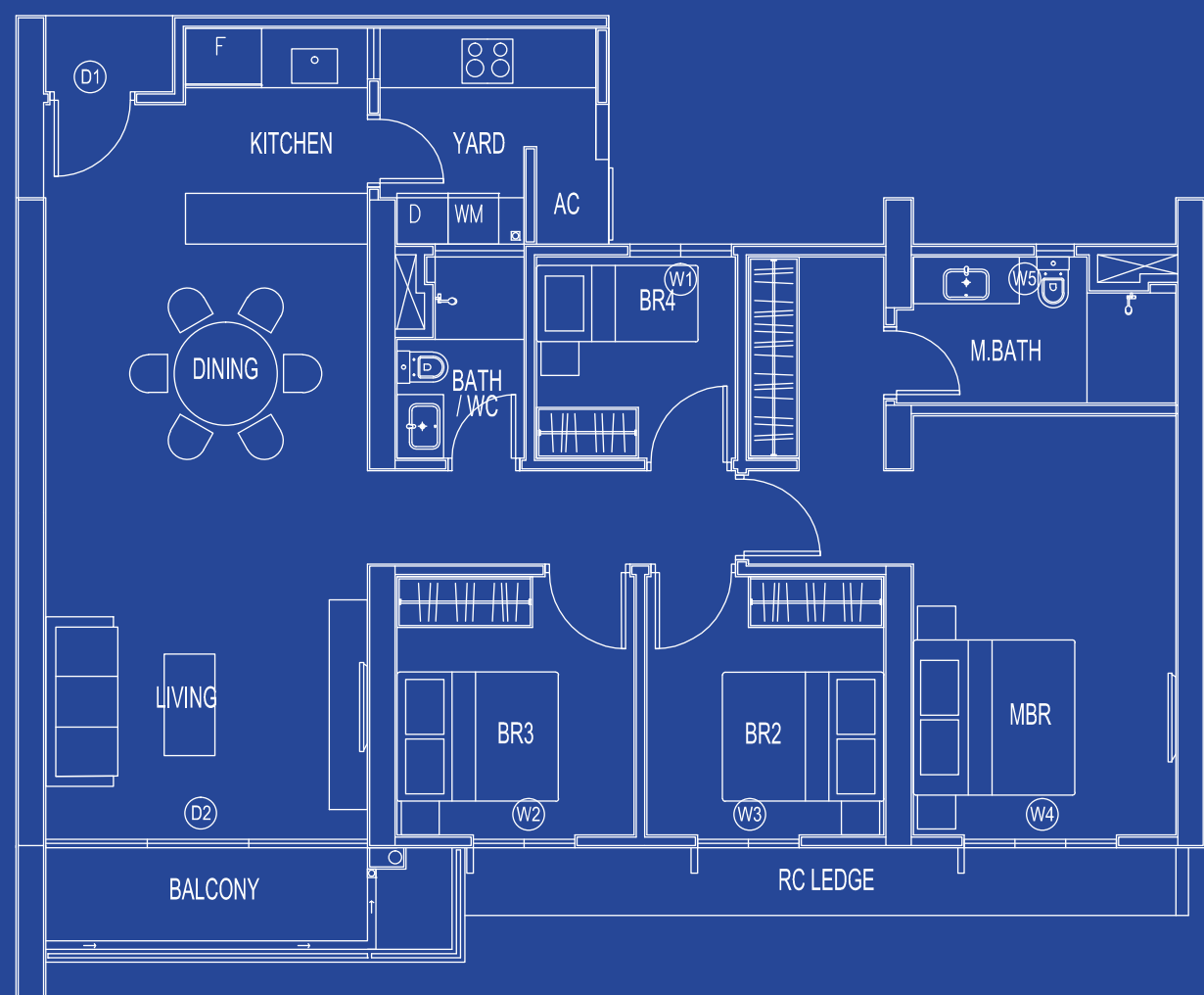
W4 W5 MASTER BATHROOM & UTILITY ROOM  
WINDOW GRILLE



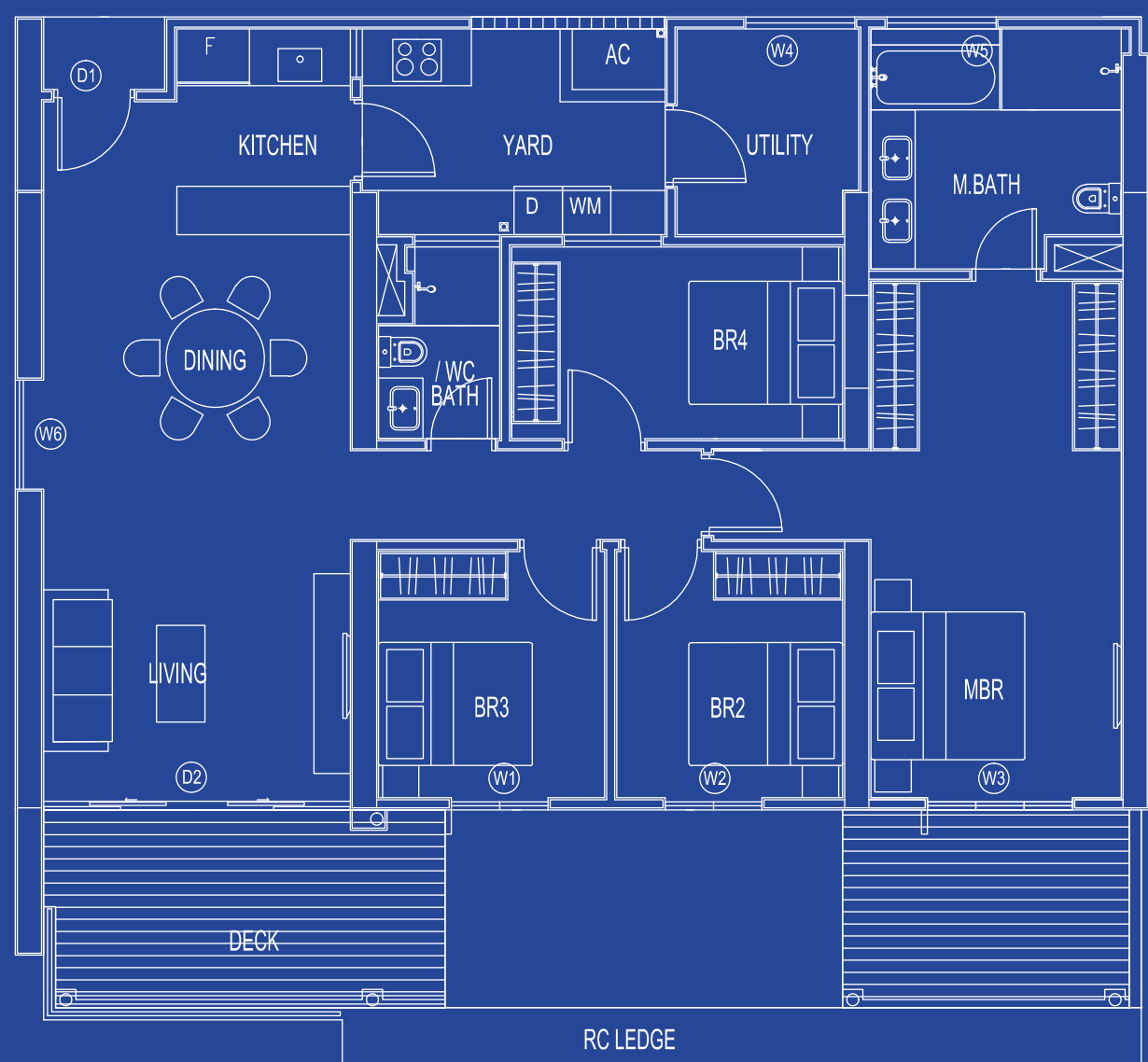
W6 DINING / LIVING  
WINDOW GRILLE

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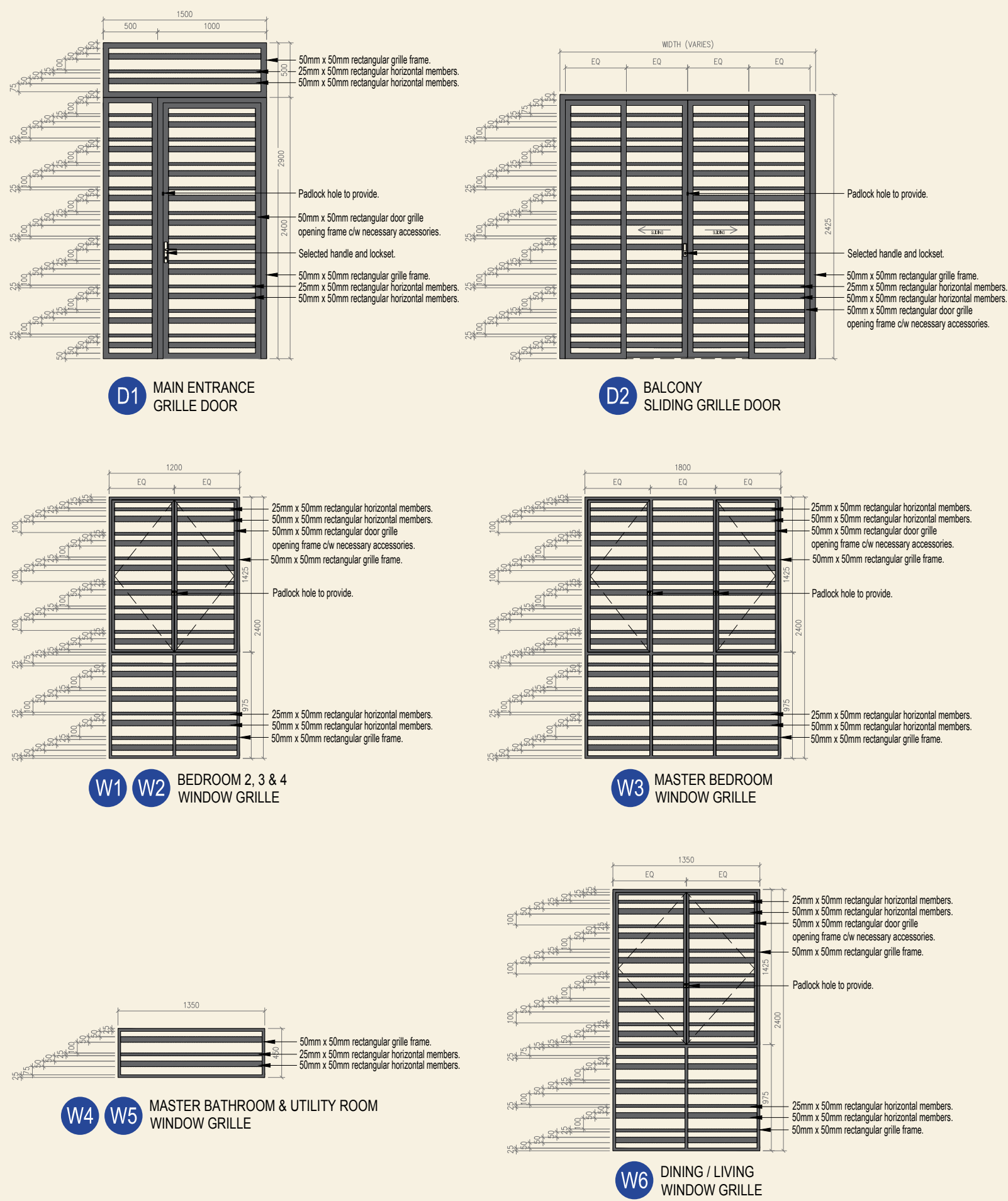
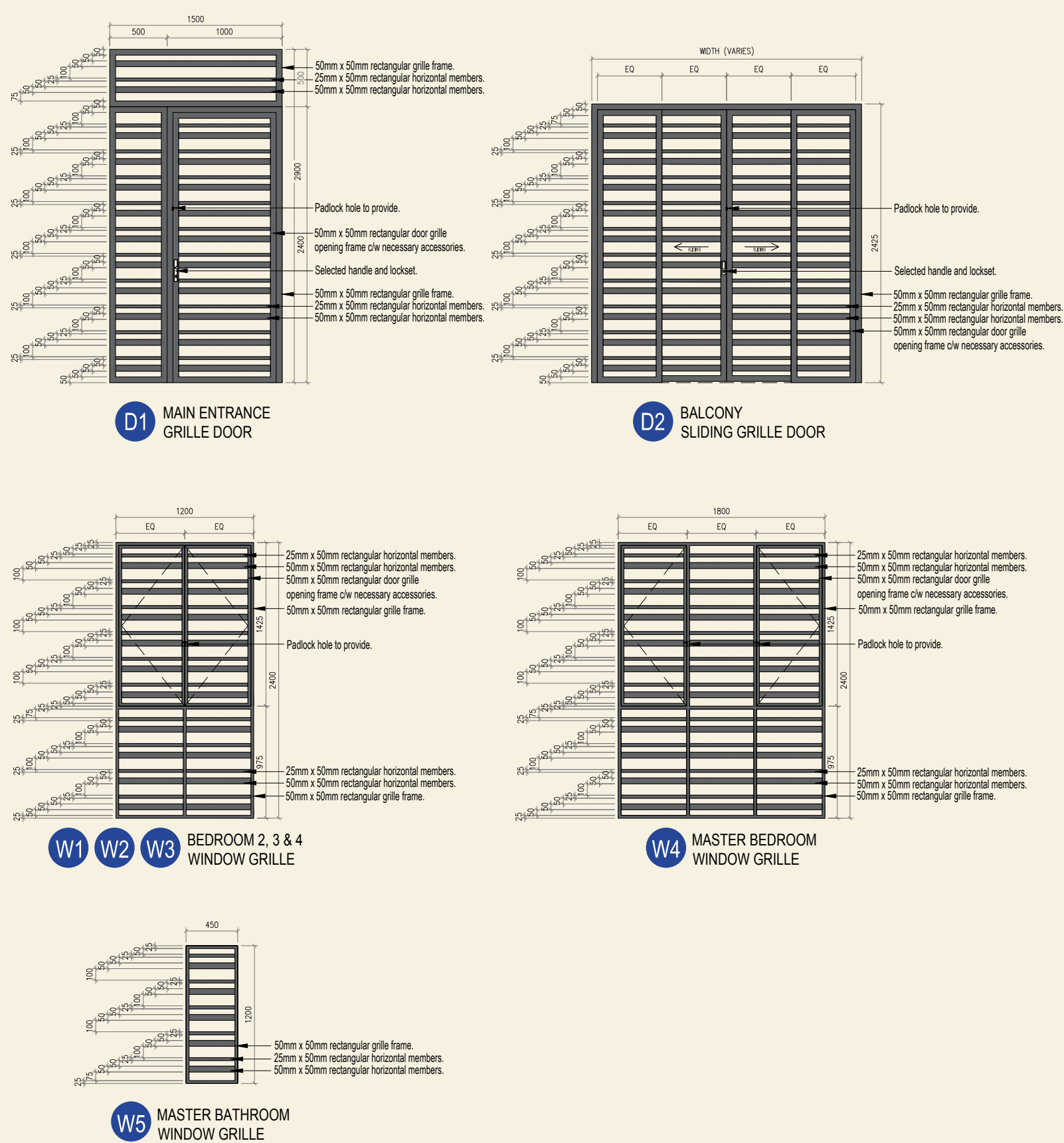
**TYPICAL UNIT  
4 BEDROOM - TYPE D**



**TYPICAL UNIT  
4 BEDROOM - TYPE DI - CORNER UNIT**

Note For Grille:  
Material : Mild Steel.  
Colour : Nippon Paint - Lavender Grey 1307  
Finishes : Spray Paint / Powder Coated.  
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\*\*Bedroom / Yard Grille Opening Come With Latch Lock And Padlock Hole.

Note For Aluminium Window:  
\*\*Aluminium Window Frame Need To Be Powder Coated Black.  
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FREEHOLD DEVELOPMENT BY ASPEN GROUP

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