

HILLPARK RESIDENCE

BY-LAWS

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1.0 INTRODUCTION

The purpose of these rules and regulations which constitute the By-laws of Hillpark Residence is to promote the harmonious occupancy of the property therein, to protect all Occupant(s) from annoyance and nuisance caused by any improper use of the Hillpark Residence and to preserve the reputation and prestige of the property thereof, thereby providing maximum enjoyment of the Premises and its facilities.

By-laws are formulated to serve as guidelines that govern the occupation and usage of the Hillpark Residence. All Occupant(s) and Guests in the Hillpark Residence shall be bound by these by-laws. It is the Management's desire to create awareness among all Occupant(s) that to achieve the common goal of service community living, the co-operation of all Occupant(s) in complying with all rules and regulations is required.

The full authority and responsibility for the enforcement of these rules lie with the Management. The Management from time to time may amend the By-laws. Suggestions are welcome from all Occupant(s) but must be put in writing to the Management who reserves the right to accept or reject any suggestions.

2.0 INTERPRETATION

Words and expressions herein shall unless repugnant to the context have the same meaning given or assigned to as the context may require to which these rules form an integral part.

"Appropriate Authorities" shall mean any governmental, semi or quasi-governmental and/or statutory departments, agencies or bodies and includes without limitation all privatized corporations or bodies and persons authorized to act on its behalf authorized under any written law in force in Malaysia to approve development order, building plans, sub-division of land, sub-division of building, the issuance of documents of title, whether qualified or strata and to enforce any other laws related thereto or having jurisdiction from time to time and at any time over any matter (including occupation and/or use, supply of water, electricity, telecommunication services or other utilities) in connection with or affecting Hillpark Residence or any part thereof, including the Parcel.

"Any Other Personnel" shall include contractors, deliverymen, servicemen, etc.

"Common Property" shall refer to so much of the land as is not comprised in any parcel (including any accessory parcel) and the fixture and fittings including refuse chambers, drains, sewers, pipes, wires, cables and ducts and all other facilities and installations used or capable of being used or enjoyed in common by all the purchasers.

"Developer" shall refer to Kajang Resources Corporation Sdn. Bhd. who is the registered proprietor of the lands on which Hillpark Residence are erected.

"Guests" shall refer to any person(s) who is not an Owner -occupant or Tenant-occupant or Lessee- occupant and whose presence in Hillpark Residence is at the invitation of either an Owner-occupant or a Lessee-occupant.

"Lessee" shall refer to person(s), who is for the time being leasing one of the parcel units and who is also occupying therein.

"Management" shall refer to the Developer or Joint Management Body (JMB)/Management Corporation (when formed) or any appointed Managing Agent authorized by the Developer or Joint Management Body (JMB)/Management Corporation (when formed) to enforce these rules.

"Occupants" shall include Owners, Tenants (other than the Management), Lessee, lawful servants, agents and licensees who is/are also presently occupying the Premises in Hillpark Residence.

"Owner (s)" shall refer to person(s), who own(s) Parcel(s) and who has legal title of the same.

"Parcel(s)" means one of the individual unit(s) comprised within Hillpark Residence.

"Premises" means all the Parcel(s) comprise within Hillpark Residence.

"Hillpark Residence" shall include the building or buildings comprising the individual parcels, the Common Property and the car park.

"Tenant" shall refer to any person occupying the Parcel pursuant to a License, consent or permission expressed or implied or pursuant to any valid tenancy agreement or other similar arrangement with the Owner or pursuant to any sub tenancy thereunder.

"Management Fund" is defined in accordance with the Strata Management Act 2013 and the Strata Titles Act 1985 and shall comprise Service Charge, Sinking Fund, insurance premium, quit rent, late payment interests, and any other obligatory costs of the Management pertaining to the property management of the Common Property and also including but not limited to whatsoever charges, fines, levies, damages, cost of damage to Common Property.

3.0 OCCUPANCY

3.1 Approved Use

- a) The service apartment shall be used only for residential purposes and retail lots shall be used only for commercial/retail purposes. Any other purpose is strictly prohibited.
- b) Where the Retail Occupants uses or allows the Premises to be used as a food and beverage outlet, the Occupants shall or shall cause its operator to install a grease trap for filtering spent oil/oil as per the approved Appropriate Authorities requirements.
- c) Notwithstanding the above, all F&B lots equipped with kitchen hood must be installed with wet chemical system which is either linked to Fire Alarm Panel or stand alone. These modification works and drawings must be reviewed and approved by building management's competent person.
- d) The Occupant shall not use Hillpark Residence or any part thereof for any illegal, unlawful or immoral purpose and shall not do or permit to be done any act or thing which may become a nuisance, danger, annoyance of whatever nature or give reasonable cause for complaints from the Developer, the Management Company, the Joint Management Body, the Management Corporation and/or any of the other owners or occupiers of the other parcels or any other buildings adjacent to Hillpark Residence.
- e) The Premises shall not be or remain open for business at or during any time prohibited by law for that class of Premises or the business carried on therein. Sales of illegal materials or operation which is against the law or not permitted by Majlis Perbandaran Kajang (MPKJ) is strictly prohibited.
- f) The Owners and the Occupants for retail business shall not operate and keep the Parcel(s) open outside the business hours of 8.00 a.m. to 11.00 p.m. daily unless the prior written approval of the Management has been first obtained for such additional hours of operation. If the Owners and the Occupants operate outside the business hours, they shall be liable to pay the Management (an amount to be determined by the Management) for any additional utility at the Common Property.
- g) The Occupants shall not use nor permit the Premises to be used for purposes of operating a funeral parlour or for the sale of coffins or for carrying on of any business or activities pertaining to funerals or for the operation of any vehicle repair shop or for the servicing of vehicles and/or accessories thereto or for the operation of a workshop.

- h) For Retail Occupant(s), floor trap provision at kitchen cabinets are purely for MPKJ regulatory. Taking into account the floor finishes, it is highly recommended to avoid disposal of water into the floor trap.
- i) Level 2 of Retail component is a roof / mechanical rooms. As such, this level shall not be used for any activities / business / display / advertisement / or anything of such nature. Unless and otherwise consented by a written approval from the Management Level 2 shall not be accessible by any Occupants except by the Management or its personnel's.

3.2 Payment of Contributions to the Management Fund

- a) The Occupants shall promptly pay up his contributions and impositions as are set out in the Sale & Purchase Agreement, the By-laws, the Strata Management Act 2013 and the Strata Titles Act 1985 which comprises Service Charge, Sinking Fund, Water Charges, Insurance Premium, Quit Rent, Late Payment Interest, and other charges obligatory costs of the Management from the date of taking vacant possession of his parcel.
- b) The minimum water charge for Retail is RM10.00 per month and for Service Apartment is RM6.00 per month. The water tariff per cubic metre is RM2.28. The charges shall be determined by the Management at its absolute discretion.

3.3 Occupant's Guests / Invitees

- a) The Occupant(s) and Guests will be required to provide their particulars to the security guards before being permitted entry into the Building and/or the Premise.
- b) Occupant(s) may inform the security guards of their expected Guests by furnishing relevant details beforehand.
- c) The Occupant(s) shall be responsible for ensuring that their Guests comply with the By-Laws at all times and that their behaviour is not offensive to other Occupant(s) of the property.
- d) Occupant(s) shall be liable for any damage caused on the Common Property and Common Facilities by their Guests.

3.4 Public Nuisance

- a) All Occupant(s) shall at all times conduct themselves in a manner which will not cause any nuisance or give reasonable cause for complaints from the Occupiers of the

other shop lot/office parcels . Excessive noise, unruly or offensive behaviour will not be permitted.

- b) All Occupant(s) are requested not to sound their car horns unnecessarily such as to cause disturbance or annoyance to other Occupants in Hillpark Residence.

3.5 Private Functions

Notwithstanding anything herein contained or implied to the contrary the Management may permit any person or organisation to hold any function or exhibition or display any merchandise or organise any parade in any part or parts of the Common Property at such times and upon such terms and conditions as the Management may in its absolute discretion think fit but not so as to impede or interfere with access to the Premises.

3.6 Resident Cards

- a) Residents (Owners and Tenants and Maids) must apply for their free Resident Cards for identification and security purposes, including for booking / reservations of common facilities and other general purposes during the Residents' stay in the Building. Once a unit is rented out, the owner is no longer entitled to apply for the resident card. Owners who had obtained the resident cards earlier prior to renting out the unit will be required to surrender the resident cards to the Management office before a new resident card can be issued to the tenant. Failure in returning the cards will be treated as lost and a replacement fee will be imposed.
- b) Each parcel proprietor is responsible for applying for his incoming tenant and the tenant's family's Resident Card from the Management as the case may be.
- c) Residents / Parcel Proprietors who apply for a Resident Card must fill up a Resident's Card Application Form and provide the Management with details of the resident's name, unit number, Malaysian National Registration Identity Card (MNRIC) number or passport number, gender, age, date of birth, name & contact number in case of emergency, name & similar particulars of family members staying together in the same unit and other information that may be required that will be determined by the management from time to time.
- d) Each new parcel proprietor is responsible for applying for a new resident card from the Management for himself and his family, who are staying together with him in the unit.
- e) In the event the tenant of a parcel unit is applying directly to the Management for a new Resident Card, he will be required to submit a Letter of Consent/Authorization

for the same from his Landlord (Owner) together with a copy of his tenancy agreement as per By-Laws Section 3.6 (f) below.

- f) A copy of the tenancy agreement must be submitted together with the application for a new Resident Card for one's tenant as proof of tenancy.
- g) In the event of a loss of a Resident Card, a fee will be imposed for the issuance of a new Resident Card.
- h) Every resident is responsible for the safe keeping of his/her Resident Card.
- i) In the event of a damaged Resident Card, a fee will be imposed for a replacement card. (The damaged card must be returned in exchange for a new Resident Card).
- j) The Management reserves the right to refuse issuance of a Resident Card until all outstanding amounts (including but not limited to service charges and booking / reservation fees) owed to the Management are fully settled.
- k) In the event a resident moves out, the Resident Card/s must be surrendered to the Management office, failing which the card will be treated as lost and a fee imposed before the new tenant can apply for new resident cards.
- l) The Resident Card is the property of the Hillpark Residence Management and is non-transferable and, if found or if the resident is no longer occupying or renting a unit in the Building, shall be returned to the Management.
- m) Residents are obliged to produce their Resident Card on request by the Management staff or the security guard at any time whilst entering or exiting the Building or within the premises of the common property of the Building. Residents are advised to carry their Resident Cards with them at all times.
- n) The Management or its representative reserves the right to refuse entry in the Building compound any person who is unable to produce his or her Resident Card upon request.
- o) The Management reserves the right to refuse any resident the enjoyment of the common facilities until all outstanding amounts (including but not limited to service charges and booking /reservation fees) owed to the Management are fully settled.

3.7 Owner's Real Estate Agent

- a) Owners may appoint a real estate agent to represent their interest. Such Owner must provide in writing full particulars such as names, addresses and telephone numbers of their agents to the Management Office before the agents are allowed access to Hillpark Residence unit.
- b) Banners or in-house advertisement is **STRICTLY PROHIBITED** on the Common Property (to include the windows / balcony of units / shop lots / office).
- c) The Owner or his appointed real estate agent shall be responsible for the conduct of his Lessee(s) or Guest(s) and shall, upon notice given by the Management, immediately remove, at his own expense, any unauthorized structure/equipment/property placed in the common areas.
- d) A non-occupying Owner shall in his/her own capacity appoint a real estate agent to be registered with the Management to conduct periodic inspections on their Parcels and assume full responsibility for the contents therein.

3.8 Owner's Entitlement to the Use of Common Facilities

- a) In the event of the Owner leasing or letting out the Parcel unit, the Owner shall be responsible for ensuring that the Lessee / Tenant is given a copy of the By-Laws so that the Lessee / Tenant is aware and shall comply with the By-Laws which shall be binding on both the Owner and his Lessee / Tenant as if notice has been given.
- b) The Management shall not be liable or responsible for any liability loss, claim or proceeding arising out of/or in the cause of such action for any damage on common facilities caused by the Owner or his Lessee / Tenant.
- c) The entitlement to the use of the common areas and the facilities is automatically transferred to the Lessee / Tenant and the Owner is no longer entitled to use these facilities as the lawful owner.

3.9 Management's Employee

- a) No Occupant of the building is allowed to instruct any employee of the Management to conduct any business or private errands. The Management and maintenance staff of Hillpark Residence are not authorized or allowed to accept

delivery of packages, parcel, etc. or perform any kind of private work for any Occupant, unless on the orders of the Management.

- b) No tips, gifts or gratuities are to be offered to any employee of the Management for rendering services or courtesies in the regular performance of their duties.

3.10 Solicitation

Soliciting of goods and services, religious or political activities shall not be permitted in Hillpark Residence or individual Parcel/s.

3.11 Combustible Materials

- a) Highly combustible substances (eg. petroleum products, inflammable liquids, acetylene gas or alcohol volatile or explosive oil compounds, etc) must not be kept, stored or used in the Premises.
- b) Substances which are hazardous or may give rise to smoke, fumes or obnoxious smell; explosives of any nature (including but not limited to fireworks) shall not be kept, stored or used in Hillpark Residence.

3.12 Household Pets and Livestock

Pets and livestock are not allowed to be kept in any part of Hillpark Residence. The Management reserves the right to remove any pets and livestock found at the Occupant's expense.

3.13 Moving In and Moving Out

a) Shifting Hours

All shifting involving a professional mover or large items of furniture / personal effects shall be confined to the following hours:

Mondays to Fridays : 9.00 am to 5.00 pm

Saturdays : 9.00 am to 1.00 pm

Sundays & Public Holidays : No Works allowed.

b) Seventy-Two Hours Advance Notice

In order to maintain proper scheduling and monitoring, the Occupant shall inform the Management at least seventy-two (72) hours in advance of any shifting involving a professional mover or large items of furniture / personal effects.

c) Ensure Common Property Not Damaged

The Occupant shall ensure that the Common Property and or facilities are not in any manner damaged in the course of such shifting.

d) Minimize Inconvenience to Residents

The Occupant shall further ensure that any inconvenience so caused to other residents shall be kept to the minimum possible.

e) BOMBA Lift Usage

The Occupant shall ONLY use the BOMBA lift for moving items of furniture / personal effects.

f) Damage Cost to Lift Borne by Occupant

Should there be any lift damage arising from the misuse of the BOMBA or other resident lifts, the repair cost shall be borne by the parcel proprietor concerned.

g) Weight Limitation in the Lift

All transportation of large items of furniture / personal effects via the lift shall not exceed allowable weight limit displayed in the lifts.

h) Strict Care while Using Lift

Strict care shall be exercised in the moving of furniture or any bulky or heavy items into the lift.

i) Right of Refusal for Non-Compliance

The Management reserves the absolute right and discretion not to allow any person to use the lift should the person fails to comply with any of the regulations herein.

j) Occupant's Responsibility for Damages

The Occupant shall be held responsible for any damage caused to the Common Property / facilities and for whatsoever liabilities arising thereof in the course of the shifting.

k) Occupant's Responsible for Own Belongings

The Occupant shall be responsible for the safe custody of his own belongings.

l) Indemnity from Liability

The Management shall not be liable in any manner whatsoever for any loss of or damage to any personal effects including, valuables, fixtures and fittings belonging to the Occupant in the course of the shifting.

4.0 COMMON PROPERTY

4.1 Common Property

The Occupant and all persons expressly or by implication authorized by the Occupant (and the Management and all other persons having a like right) have the right to use the Common Property and Common Facilities for all proper purposes in connection with the use and enjoyment of the Premises PROVIDED ALWAYS that the Management may from time to time at its sole and absolute discretion grant to any person(s) the exclusive use or possession of the Common Property or any part thereof on terms and conditions as the Management may deem fit.

4.2 No Obstruction at Common Areas

The sidewalks, passages, lobbies, stairways and common corridors must not be obstructed at any time. Any personal belongings shall not be used, placed, stored or left in the Common Property (except for areas designated for such purposes) which will be an obstruction to the freedom of movement or transit of other Occupants.

4.3 Potted Plants and Other Objects

- a) All potted plants must be placed in containers so as to prevent the dripping of water or soil onto the Premises, other premises or the Common Property. All Occupant(s) are to ensure no potted plants or any other objects are placed

dangerously on or near the perimeter of the premises whereby they may fall and caused bodily harm to person(s) or damage to the property below.

- b) Brooms, mops and cartons shall not be placed outside windows, doors or passages.

4.4 Liabilities for Damages to Common Property

Any damages caused to Common Property shall be assessed by the Management and the cost of repair and / or replacement will be charged to the Occupant(s) responsible for the damage.

4.5 Exterior Facade of Hillpark Residence

- a) Occupant(s) shall not allow any projections to extend through any door or window openings. No shades, awning, air-conditioner compressor brackets or grille shall be used except those designs approved by the Management and these should be fixed within the designated areas of the Premises only.
- b) Occupants shall not affix/attach any machinery or mechanical or electrical apparatus including but not limited to radio or television aerials, satellite dishes, loudspeakers, screens, air-conditioner units, air-conditioner compressor, exhaust fans, floodlights or lighting of whatsoever description and/or any structures, fixtures or artefacts of any kind relating to or for religious or cultural purpose or with religious or cultural intonation whatsoever without prior written consent of the Management.
- c) Occupants shall not use, erect, display affix paint or exhibit on or to the exterior of the Parcels any name plate signboard, signs, lights, embellishments, advertisements, names, notices, banners or other means of visual communication that would be viewed from outside the Parcels except with the prior written consent of the Management.
- d) The Occupant shall remove or cause to be removed or altered any window or other display or merchandise immediately upon notice by the Management where it is of the opinion that such displays or merchandise will impair the name, reputation or standing of Hillpark Residence.
- e) All nails, screws or any similar fasteners used at the external surface of the units should be of stainless material so as to prevent staining of the exterior of

the units.

- f) Occupant(s) are advised to adhere to MPKJ requirements to install flag holder and flags raised as and when required.
- g) Occupant(s) shall not remove, replace or change the external façade provisions such as air- condition louvers and/or balcony sliding door and/or window glass.

4.6 Water and Electricity

- a) Occupants and their contractor are NOT allowed to utilize tap water/electricity supply from the Common Property.
- b) Occupants are advised to use surge protectors / voltage regulators for sensitive electrical electronic equipment. The Management shall not liable or be responsible for such loses or damages.

4.7 Furniture and Equipment in Common Property

All furniture and equipment placed and/or installed in the Common Property have been provided for the safety, comfort and convenience of all Occupants and therefore shall not be damaged or removed or altered without the written permission of the Management.

4.8 Use of Lift

The Owner / Resident and/or Guest irrevocably covenant, agree and undertake as follows:

- a) Shall not wear any wet bathing suit or wet clothes, drink and/or eat in any lift or wear or carry any items (e.g. Wet bathing suits) that could stain or otherwise soil the lift or any part thereof;
- b) Shall not allow bicycle or motorized vehicles other than wheelchairs enter the lifts;
- c) Shall not smoke in the lift;
- d) Shall not swear (i.e. use foul language);
- e) Shall not tamper with or vandalise any of the lift controls in a manner so as to prevent the proper functioning of the lifts;

- f) Shall agree not to use the lift but to use stairways to vacate the Building in the event of power failure, or fire or other emergencies;
- g) Shall not prop open or obstruct lift doors in any way that shall interfere with normal functional of the lift; and
- h) Shall not leave personal items or refuse of any kind in the lifts. The security guards shall be informed of any personal belonging found unattended inside the lifts.

5.0 RENOVATION, DELIVERY AND REMOVAL

5.1 RENOVATION WORKS DEPOSIT

- a) The Occupants shall obtain prior approval from the Management before the commencement of any renovation works.
- b) A refundable deposit of RM2,000.00 (retail) and RM1,000.00 (service apartment) payable by online transfer/cheque, is required. This sum shall be determined by the Management at the time when the application is submitted to carry out renovation works.
- c) Such deposit is required as security to ensure that there is no damage to the Common Property of Hillpark Residence and in such event if costs are incurred for repair, the cost will be deducted from the deposit before it is refunded.
- d) Occupants shall also ensure that unwanted materials and debris are not discharged through drainage pipes. Costs of cleaning and / or repairing the damage, if any, will be deducted from the deposit before the balance is refunded to the Occupant concerned. In the event that the clean-up costs or damages exceed the deposit, the Occupant shall be charged the additional amount.

5.1.1 Administrative Costs Deductible on Completion of Renovation Works

RM50.00 (Ringgit Malaysia Fifty Only) will be deducted from the renovation deposit as a Management administration cost for renovation works of Retail/Service Apartment.

5.1.2 Renovation Deposit Deductible for any Sum for Making Good Damages

The Management reserves the right to deduct any sum from the renovation deposit collected as the cost of making good any damage or to clean up the Common Property.

5.1.3 Balance of Cost Charged to Owner's Account if Renovation Deposit is Insufficient

If the renovation deposit is insufficient to cover any of the above mentioned costs, the remaining balance of such costs shall be charged into the account of the parcel proprietor concerned and become a debt due to the Developer or Joint Management Body (JMB) or the Management Council (MC) from the parcel proprietor concerned.

5.1.4 Refund of Renovation Deposit Subject to Inspection & Compliance

- i. The renovation deposit will be refunded without interest after deducting Management administrative cost and for any of the liabilities whatsoever stated in these rules and regulation for renovation works and subjected adhered to by the parcel proprietor including his contractor and workmen to the satisfaction of the Management that;
- ii. Any damage whatsoever to the Common Property has been properly made good;
- iii. An inspection of the unit concerned has been conducted;
- iv. All the rules and regulations for renovation works have been properly and fully complied with and

5.2 LIFT USAGE PROTECTION

5.2.1 Lift Usage

Contractors are ONLY allowed to use the BOMBA lifts only under the supervision of security guards.

5.2.2 Lift Damage Repair Cost Borne by Parcel Proprietor

Should there be any lift repair cost arising from the usage of the lift, the said cost shall be borne by the parcel proprietor concerned.

5.2.3 Renovation Materials MUST be transported by Lift Protected with Lift Protection

All transportation of renovation materials / items /debris, MUST be transported ONLY via the lift which has been protected with a lift protector.

5.2.4 Weight Limitation of Not Exceeding 600kg at Any One Time via Lift

All transportation of renovation materials / items /debris via Lift shall not exceed 600kg in total at any one time.

5.2.5 All Renovation Material Transported via Lift Must be Dry Fit

All renovation materials / items /debris transported via the designated lift, MUST be dry fit items.

5.2.6 Liquefied Material to be Transported via Lift MUST be Fully Secured in Water-Tight & Water Proof Containers

Liquefied material transported via the lift must be fully secured from leakages as it may cause damage to the lift.

5.2.7 Management's Right to Deny Contractor Usage of Lift if Regulations are not complied with.

The Management reserves the absolute right and discretion not to allow any contractor concerned to utilize the lift should the contractor concerned fail to comply with any of the rules and regulations herein.

5.3 RENOVATION WORKING HOURS

5.3.1 Renovation, delivery and removal works are restricted to the following hours:

Mondays to Fridays: 9.00 a.m. to 5.00 p.m.

Saturdays: 9.00 a.m. to 1.00 p.m. (strictly no jack-hammer)

Sundays and Public holidays: Strictly no work allowed

All hackings, drillings, and any items of works that gives rise to loud sounds or cacophonous noises or heavy vibrations shall only be carried out from 9.30 a.m. to 11.30 a.m and 2.30pm to 4.30 p.m only during weekdays excepted Saturday and gazette public holidays for the state of Selangor Darul Ehsan.

5.3.2 Penalty in Breach of By-Laws Section

The Management reserves the absolute right and discretion to deduct a charge from the renovation deposit, if the contractor or his workmen are found contravening the above By-Laws Section 5.3.1.

(a), i.e. renovation works after 5.00 pm during weekdays.

5.3.3 Renovation Works & Deliveries Prohibited on Weekends and Public Holidays

No renovation works or deliveries of renovation materials or removal of renovation debris / materials shall be carried out on Sundays and public holidays.

5.3.4 Deduction for each Violation in Breach of By-Laws

The Management reserves the absolute right and discretion to deduct a charge from the renovation deposit for each of the violation and offences committed as per By-Laws Section 5.3.3 above.

5.3.5 Deductions made from the Renovation Deposit, if Insufficient, Debited to the Owner's Account

The above charges as per By-Laws Section 5.3.2 & 5.3.4 shall be deducted from the renovation deposit or charged into the account of the parcel proprietor concerned if there is insufficient money in the renovation deposit.

5.4 RENOVATION MATERIALS / DEBRIS

5.4.1 Renovation Debris Disposal Fee

A renovation debris disposal fee of RM250.00 per unit will be deducted from the renovation deposits. The disposal of any renovation debris / materials from the unit concerned and out of the premises shall be immediately dispose into management renovation disposal bin.

5.4.2 Renovation Debris & Materials Must Not be Left / Kept in the Common Area

Occupants and contractors are not allowed to place their renovation debris on any part of the Common Area (i.e. lift lobby, staircase, common corridor, air well, car park, driveway, lawn, main refuse chamber, etc.) The Occupants or their contractors must remove all renovation debris. Failing which, the Management will engage a contractor to remove them and all cost incurred will be borne by the Occupants.

In the event there is unwanted material or debris to be cleared away or there is any damage that needs to be repaired or replaced, the cost of which shall be borne by the Occupant concerned. In the event the cost of clearing away unwanted material or debris and/or repairing or replacing any damaged article exceeds the amount of the deposit, the Occupant shall pay the excess amount.

5.4.3 Delivery and Removal

- a) No machinery, safe or furniture shall be moved into/out of the Premises unless prior notice is given to the Management and the moving of the same must be done under the supervision of a person nominated by the Management and at the time approved.
- b) The Occupants shall not bring upon the Premises any heavy machinery or other plant or equipment or goods with an imposed load in excess of the permissible load without the prior written consent of the Management, and in no event shall any such machinery, plant or equipment or goods be of such nature or size to cause or/in the opinion of the Management likely to cause any structural or other damage to the floor or walls or any other parts of the Premises or the Common Property. Before bringing any such equipment or goods upon the Premises or the Common Property, the Occupants shall observe and comply with all such directions.
- c) The Occupant shall not load or unload goods nor cause the same to be loaded or unloaded except at the loading bays as designated by the Management for such purpose.

5.5 WATER/DAMP PROOF MEMBRANE

5.5.1 Ensure Proper & Sufficient Layer of Water/Damp Proof Membrane Replacement

Parcel proprietors are to ensure that a proper and sufficient layer of water/damp proof membrane is applied when changing floor tiles and / or wall tiles in any bathroom, toilet, kitchen, washing area, or any wet area so as not to cause any leakage or condensation later.

5.5.2 Water/Damp Proof Membrane must be folded up to a Height of not less than 100mm at the Floor / Wall Joint

The water/damp proof membrane must be folded up to a height of not less than 100mm at the Floor / Wall Joint when engaging in works as stated above in By-Laws Section 5.5.1.

5.5.3 Cost of Making Good Damages is the Sole Responsibility of the Parcel Proprietor

The cost of making good any inconvenience, strain or damage to the Common Property and any other unit including liabilities whatsoever arising thereof as a result of the renovation work thereafter will be solely borne by the parcel proprietor concerned.

5.5.4 Cost of Making Good if Not Settled Shall be Charged to the Owner's Account

If such cost of making good as stated in By-Laws Section 5.5.3 above is not settled by the parcel proprietor concerned, it shall be charged into his account and become a debt due to the Developer or Joint Management Body (JMB) or Management Corporation (MC) from the parcel proprietor concerned.

5.6 SOUND PROOFING OF FLOORS

5.6.1 Preventive Measures to Protect the Original Soundproof Level

- a) For renovation work involving the change of floor finishes, the following preventive measures to protect the original soundproof level in the floor / ceiling slabs and finishes of the units in the Building shall be taken by every parcel proprietor:
- b) The thickness of the concrete floor slabs shall be maintained at its original thickness of not less than 125mm thick. (Thin or porous concrete floor slabs will give rise to sound transmission from the upper unit to the lower unit.)
- c) Where the existing floor tiles / finishes need to be hacked out, the cement screed to receive the new floor tiles / finishes must be thoroughly mixed with Rich Cement: Sand ratio of at least 1:3 and a thickness of not less than 50mm for good bonding of the new floor tiles / finishes. (Hollowness or air space between the cement screed and the floor tiles / finishes due to poor bonding or cement screed shrinkage will give rise to "echoing effect" sound transmission from the upper condominium unit to the lower unit.)
- d) Where the existing floor tiles / finishes need not be hacked out, the new floor tiles / finishes must be properly bonded to the existing floor tiles / finishes with good quality adhesives without leaving any gaps or air space in between the old floor tiles / finishes and the new floor tiles / finishes. (Similarly the hollowness or air space between the existing floor tiles / finishes and the floor tiles / finishes due to poor bonding will give rise to "echoing effect" sound transmission from the upper unit to the lower units.

- e) Where there is any sign of hollowness in or likely popping up of the existing floor tiles / finishes, the existing floor tiles / finishes must be hacked out and the procedures under By-Laws Section 5.5.1 & (b) above have to be strictly adhered to. (The hollowness or air space in the existing floor tiles / finishes due to poor bonding or cement screed shrinkage will give rise to "echoing effect" sound transmission from the upper condominium unit to the lower condominium unit.)

5.6.2 Restoration to its Original Soundproof Level by the Owner

If the renovation work of any parcel proprietor involving the change of floor finishes is later found to cause the deterioration of the original soundproof level in the floor / ceiling slabs and finishes due to non-compliance with the above mentioned preventive measures, the parcel proprietor concerned shall carry out all remedial actions necessary to restore the original soundproof level in the floor / ceiling slabs and finishes to the satisfaction of the Management within thirty (30) days from the date of notice given by the Management.

5.6.3 Restoration to its Original Soundproof Level by the Management

Otherwise, the Management will carry out all remedial actions necessary to restore the original soundproof level in the floor / ceiling slabs and finishes at the cost of the parcel proprietor concerned. If the said cost thereof is not settled by the parcel proprietor concerned within seven (7) days from the completion of the remedial works, the said cost will become a debt due to the Developer or Joint Management Body (JMB) or Management Corporation (MC) and will be charged to the Management account of the parcel proprietor concerned. Notwithstanding the above, the Developer or Joint Management Body (JMB) or Management Corporation (MC) also reserves the right to institute legal actions for the recovery of the same if it is not settled.

5.6.4 Right to Enter Said Parcel to Check for Compliance & Give Stop Work Order

The Management reserves the right to enter any unit undergoing renovation at any time during the prescribed renovation hours to;

Check for compliance of the renovation work with the above preventive measures;

Take all necessary actions including stop work order if the renovation work is found not in compliance with the above preventive measures.

5.7 RENOVATION CONTRACTOR AND WORKMEN

5.7.1 Permission before Commencement of Works

- a) The Occupants concerned shall obtain prior approval from the Management before the commencement of any renovation works.
- b) The Occupants shall submit a work schedule together with a complete set of drawings (if applicable) one (1) week in advance to the Management Office. Their contractor(s) shall inform the security control room and register the workers before commencing work on a daily basis.
- c) The Occupants are required to complete a renovation application permit form by the Management and pay a refundable deposit of RM2,000.00 (retail) and RM1,000.00 (service apartment) to the Management. (Please refer to Clause 5.1(a) on Deposit).
- d) The Management reserves the right to forfeit the deposit and refuse entry to the contractors/workers if they are found to be misbehaved and/or did not adhere to the rules and regulations by the Appropriate Authorities.
- e) The Owner of a Parcel and/or his Tenant or Lessee or Contractor must provide a layer of approved protection covering for the floors of the Common Property leading to the Parcel at all times during his renovation works. In addition, care must be taken to ensure that cables, pipes and smoke detectors at the common areas are not damaged or rendered defective as a result of dust or dirt emitting from the renovation works carried out.
- f) In the event that sprinkler heads are to be relocated, the draining off of the sprinklers must be pre-arranged with at least 7 days notice with the Management. Any costs involved shall be borne by the Owner of a Parcel and/or his Tenant or Lessee as stipulated under the provision hereunder on water discharge.
- g) Water discharges/backfill for the renovation works where water is utilized from the common property shall be arranged with the Management and at the expenses of the Owner of a Parcel and/or his Tenant or Lessee at RM200.00 for each discharge and refill per Parcel payable to the Management Fund.

5.7.2 Structural Framework

- a) Do not hack recesses or remove any of the structural frameworks because it provides safety to you, your neighbours and other Occupants.

- b) All supporting brackets for the said equipment shall be constructed of stainless/galvanized steel to reduce/prevent staining of the walls due to rust.

5.7.3 Metal Grille (Door and Window)

To preserve uniformity and pleasant external façade, all metal grilles for windows, yard, balcony and main doors must conform to the standard sets of design, colour and specifications set by the Management. The installation of window grilles are strictly limited to retail and service apartment units.

5.7.4 Work Schedule

Occupants and their contractors are to inform the Management Office of their work schedules at least seven (7) working days before the commencement date.

5.7.5 Security Check

All delivery, removal and renovation works must be reported at the security control room prior to the commencement of work. Otherwise, the Management reserves the right to refuse entry to any unknown personnel for whatsoever purpose which cannot be verified there and then.

5.7.6 Contractor Passes

- a) Occupants must inform their contractors to register themselves and their workers at the Management Office / security control room before commencing renovation work on daily basis.
- b) All contractors must report at the security control room during the course of renovations works, to obtain contractor passes and must wear the passes at all times in the vicinity of the building. (Unauthorized contractors will not be allowed to move around Hillpark Residence).
- c) Security personnel have the right to question any contractor in the building and those found without a pass will be asked to leave the Premises immediately.

5.7.7 Conduct and Behaviour of Contractors

- a) Occupants shall be responsible for the conduct and behaviour of their appointed contractors.

- b) Any damages to the building or any part(s) thereof or equipment caused by the moving of furniture or other personal belongings shall be replaced or repaired at the cost and expense of the Occupants concerned.

5.7.8 Necessary Permits

- a) Prior to the commencement of such renovation, alteration or extension works, the Owner/Occupant shall obtain the necessary permits, approvals, exemptions or waivers from the relevant authorities and shall comply with all laws, regulations, orders, rules and by-laws in connection therewith.
- b) Any consent by the Management for such work shall not absolve the Owner/Occupant from such responsibilities.

5.7.9 Air-conditioning Installation

- a) Window unit air conditioning system shall not be allowed. Split unit may be installed provided the compressor units shall be installed at places designated by the Management.
- b) No equipment for air-conditioning and all other form of cooling units in the Premises shall be installed at any other place or places other than the space provided for such purpose unless prior written approval has been obtained from the Management.
- c) 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-conditioner units according to the standard specifications and such air-conditioner units shall not cause vibration, annoyance and discomfort to the occupiers.
- d) For retail Occupant(s) or Lessee designated areas have been provided and marked for installation of outdoor units. These must be strictly adhered too. For clarity the location is to be confirmed by the Management prior to installation.

5.7.10 Fire Fighting System

- a) Any modification to the firefighting system including sprinkler system in the event

Occupant(s) intends to install ceiling within the Premises is **STRICTLY PROHIBITED** unless prior written consent has been obtained from of the Management.

- b) All works relating to authority / regulations approvals must comply with regulatory body's regulations; i.e. BOMBA; and Occupant(s) must obtain such approvals on their own means and approvals by the Appropriate Authority must be submitted to the Management for record.
- c) Any alterations / modifications to the firefighting system shall be submitted to the Management for review with Professional Engineers (PE) endorsement.
- d) As these works can be done by third party fire contractor, coordination with the Managements fire contractor is still required. To avoid nullifying warranties to the fire system, it is recommended for Occupant(s) to engage the existing fire contractor.

5.7.11 Renovation Limits

- i. All renovation work shall be confined to the limits of the individual Parcel/s.
- ii. Hacking of structural slabs, columns and beams are **STRICTLY PROHIBITED**.
- iii. Knocking down of walls and wet construction works are discouraged.
- iv. Occupants are to ensure that renovation works are carried out according to existing rules and regulations by the relevant authorities.
- ivv. Common area surfaces (lift lobby and floor corridor) must be adequately protected prior to renovation works to avoid damage.

5.7.12 Breach of Working Hours

The Management reserves the absolute right and discretion to bar the contractor and his workmen from entering the premises on the following day if the contractor and his workmen are found carrying out the renovation work after renovation working hours. (Please refer to Clause 5.3.1 on Renovation Working Hours).

5.7.13 Breach of Working Hours after Two Warning Notices

In the event that the same contractor or any of his workmen is found in breach of this regulation after two (2) warning notices have been served for two (2) such repeated offences, the said contractor and his workmen shall be barred permanently from entering the premises.

5.7.14 Breach of Renovation Works Rules and Regulations &/or By-Laws

Notwithstanding the above, the Management reserves the absolute right and discretion to bar the contractor and his workmen from entering the premises if the contractor or any of his workmen is found to be deliberately in breach of any of the rules and regulations for renovation works and / or any of the By-Laws.

5.8 OTHERS

- a) Hacking, drilling and punching of nails or screws into walls are strictly prohibited within 300mm of any concealed or embedded pipes and 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.
- b) Occupants 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 of 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 of form part of the exterior appearance of the building.
- c) Occupants shall not install any television/radio antenna or disc on the rooftop or on any external part of the building without the written consent of the management corporation.

5.9 BREACH OF RULES AND REGULATIONS

5.9.1 Penalty Charge in Breach of Renovation Works Rules & Regulations

For any breach of the rules and regulations for renovation works and repairs and / or any of the By-Laws, the Developer or Joint Management Body (JMB) or Management

Corporation (MC) reserves the absolute right and discretion to levy a charge from the renovation deposit for each offence.

5.9.2 Penalty Charge Deducted from Renovation Deposit

The above penalty charge shall be deducted from the renovation deposit.

5.9.3 Penalty Charge Charged to Owner's Account if Insufficient Money

If there is insufficient money in the renovation deposit, the charge shall be charged into the account of the parcel proprietor concerned and become a debt to the Developer or Joint Management Body (JMB) or Management Corporation (MC) from the parcel proprietor concerned.

6.0 TRANSPONDER, ACCESS CARD & CAR STICKER

- a) A non-transferable car sticker, transponder and access card will be provided for vehicles owned by the Owner. The car sticker is to be displayed prominently on the windscreen at all times for easy identification. Allocation and usage of transponder / access card / car sticker is for Occupant(s) only.
- b) Number of transponder / access cards / car stickers will be issued in accordance to the number of car park lots stated in the Sales and Purchase Agreement.
- c) The Transponder / Access Card is to be used to access the lift lobby and other specified common area facilities and to be used as access to the barrier gate card system (if any).
- d) The first issuance of the access card /car stickers will be Free of Charge (FOC).
- e) Any loss of Access Card / Car Sticker must be reported in writing immediately to the Management and a replacement would thereafter be issued with a penalty as following:
 - i. 1st Replacement:

Fine	: RM 50.00
Cost of access card	: RM100.00
 - ii. Subsequent replacements:

Fine	: RM100.00
Cost of access card	: RM100.00

The transponder / cards / stickers are non-transferable. Application for additional access cards will be subject to the Management's approval.

The Management reserves the right to confiscate any Transponder / Access Cards / Car Stickers which have been misused by the Occupants.

For security reasons, it is highly recommended that the transponder is not to be left inside the vehicle.

7.0 CAR PARK

7.1 Car Park Lot

- a) The Management and/or the Management's agents reserve the right to levy charges for the use of the Visitor Car Parking Bays by the Occupants and their tenants, relatives, visitors, guest, licensees, invitees, agents and employees. The charges for the use of the Visitor Car Parking Bays shall be determined by the Management at its absolute discretion and shall be payable without any objection or enquiry.
- b) No additional building or structure shall be erected in the car park space.
- c) The speed limit within the Building is fifteen (15) km/hour and the manner of driving shall always be cautious and courteous.

7.2 Delivery Vehicles

- a) Occupants shall not permit trade vehicles while being used for delivery and pick up of merchandise to/from the Premises to be driven, parked or stopped at any place or time within the loading dock of Hillpark Residence and except at such other place or places and at such time or times as the Management may specifically allow.
- b) Occupants shall prohibit its employees, service suppliers and others over whom it may have control from parking delivery vehicles during loading dock or such other places which the Management may from time to time allot for such purposes and from obstructing in any manner howsoever the entrances exits and driveways in and to the common parking areas and also the pedestrian walkways in/to the common property.

- c) Loading / Un-loading of materials are restricted to the following hours:

Service Apartment

Monday to Friday	: 9.00 a.m. to 5.00 p.m.
Saturday	: 9.00 a.m to 1.00 p.m
Sunday & Public Holiday	: Subject to Management's discretion.

Retail

Monday to Friday	: 7.00am to 7.00pm
Saturday	: 7.00am to 1.00pm
Sunday & Public Holiday	: Subject to Management's discretion

7.3 Motorcycles, Bicycles, etc.

Motorcycles, bicycles and other similar forms of transport shall be parked at their designated parking lots and on no occasion should these vehicles be left or parked in any car park lots or areas.

7.4 Car Repairs (if any)

No heavy repair works shall be permitted on the car park lot (heavy repairs include repairs that involve excessive noise or spillage of oil or dirt).

7.5 Car Owner's Risk

Car owner(s) park at their own risk and as such, are advised to always lock their cars before leaving the car park. The Management shall not be responsible or liable in any way whatsoever directly or indirectly for any damages or loss suffered by any Occupant's, his invitees, agents and/or licensees howsoever arising as a result of or in any way relating to his use of the Car Park and/or such other carpark bay(s) designated for visitors (if any), as the case may be ("the Visitor Car Parking Bay(s)) and/or any act or omission on the part of the Management whether in managing the car park bays.

7.6 Abandoned Vehicles

All vehicles which are in the opinion of the Management are not in use or attended to by the Occupants (abandoned vehicles), the Management shall have the full discretion to remove it and all cost incurred shall be borne by the Occupant.

7.7 Commercial Vehicles

No commercial vehicles are allowed to park overnight within the car park unless prior permission in writing has been granted by the Management and a rental of RM100.00 per day will be charged. The charges shall be deemed as a contribution to the Management Fund.

7.8 Parking, Wheel Clamping and Imposition Fine

- a) Guests and the visitors shall register their names with the Management before they enter the Premises. The Management reserve the right to disallow any Guest or visitor to park at the Visitor Car Parking Bays without any reason whatsoever.
- b) Guests are only allowed to park at the designated visitors' parking bay. Guest are not allowed to park at the allocated lots meant for Occupants except with permission from the Owner of a particular car park bay.
- c) Occupants must ensure that their Guests abide by the parking rules. Vehicles found parked in areas not meant for parking or causing obstruction are liable to be towed away or clamped without notice to the vehicle owner. Residents are not allowed to park at the Visitors Parking Area.
- d) The vehicle Owner concerned will be liable to bear the cost of towing and/or pay a minimum fine of RM200.00 to the Management for the removal of the wheel clamp. The fine shall be deemed as contribution to the Management Fund.
- e) Occupants are not allowed to park at unoccupied car park lots as the lot is designated as a private parcel (property) and can be considered trespassing if a vehicles is parked there without consent of the Owner. If an Occupant fails to obtain a written consent from the Owner, their vehicles will be clamped and a fine of RM100.00 will be imposed for the vehicle release. The fine shall be deemed as a contribution to the Management Fund.

8.0 FUNERAL AND BEREAVEMENT ARRANGEMENTS AND OTHER RELIGIOUS CEREMONIES

- a) Funeral and bereavement arrangements and ceremonies are strictly prohibited in the Building or individual parcel unit, such arrangements / ceremonies should be carried out at a funeral parlours of their respective faith or elsewhere, so as to observe the privacy of the other residents.
- b) No private religious gatherings shall be permitted to be held in any of the part of the building without the prior consent of the management as the case maybe.
- c) No religious functions or ceremonies shall be permitted anywhere in the common areas.

9.0 REFUSE DISPOSAL

9.1 Refuse/Waste in Plastic Bags

- a) Rubbish, rags, cigarette butts, refuse or any other waste material must not be thrown out through the doors, windows, balconies, lanai and airwells of the Premises or Parcel or onto the Common Property.
- b) Occupants shall ensure that all household refuse be sealed in non-porous plastic bags and place them properly in the refuse bins at the Refuse Room located at each level of the Building. All wet refuse should be thoroughly drained of any liquid prior to leaving the unit and care should be taken to prevent any dripping on the floors and staircases.
- c) Occupants using the Refuse Room must ensure that all refuse is properly thrown into the bin provided. The Occupants must also ensure that the doors of the refuse chamber room are properly closed at all times.
- d) Occupants shall not dispose refuse into any sink, water closet, manhole or drain, or allow anything to be done which will cause clogging or blockage to the sewerage and drainage system.
- e) For Retail Occupant(s) are to ensure clean transportation of such rubbish to the refuse room / chamber for disposal. Failing to comply with both cleanliness and disposal area would have the Management engage 3 party for the activity and charge accordingly to defaulter(s).

- f) The Management will impose a fine not exceeding RM200.00 against any parcel owner, occupant, invitee or any person who is in breach of any of the rules and, in case of a continuing offence, to a further fine not exceeding RM100.00 for every day or part thereof during which the offence continues after the fine. All fines imposed herein shall be deemed as a contribution to the Maintenance Fund.

9.2 Heavy or Bulky Objects

Heavy or bulky objects must be disposed by the Occupants to the dumping ground approved by the local authority outside the compound of Hillpark Residence. Such materials shall not be disposed at the refuse chambers within Hillpark Residence.

9.3 Other Wastes

The Occupant shall be solely responsible to dispose manufacturing waste and/or industrial waste derived from any manufacturing process, industrial waste in large quantities, wood or carton boxes, industrial drums, metal bars or strips and of which the disposal shall be at the Occupant's own cost and expense.

10.0 CREDIT CONTROL PROCEDURES

10.1 Defaulters

A Defaulter is defined as an Owner of a Parcel/s who has any outstanding contribution to the Management Fund (including but not limited to whatsoever charges, levies, non-compliance charges, damages, cost of damage to Common Property or expenses whatsoever arising from the Management as the case may be) that is not settled within fourteen (14) days from the date of invoicing or notification and/or any breach, negligence or omission or failure to comply with any by-laws stated.

10.2 Late payment interest

- a) A late payment interest at the rate of ten percent (10%) per annum will be levied on all types of outstanding contributions to the Management Fund (including but not limited to whatsoever charges, levies, non-compliance charges, damages, cost

of damage to Common Property or expenses whatsoever arising from the Management as the case may be) if they are not settled within fourteen (14) days

from their respective dates of invoicing or notifications.

- b) The late payment interest on all the outstanding sums will be calculated at the rate of ten percent (10%) per annum from day to day until the date of actual payment made for the settlement thereof.

10.3 Defaulters' List

- a) A Defaulters' list showing the names of the Defaulters, their Parcel numbers and the amount of their outstanding contributions to the Management Fund (including but not limited to whatsoever charges, levies, non-compliance charges, damages, cost of damage to Common Property or expenses whatsoever arising from the Management as the case may be) shall be displayed at the notice boards in the Building.
- b) Notwithstanding any late payments being made, the Defaulters' list will only be updated at the end of the following calendar month.

10.4 Rights to Accept Payment Deemed Made on Behalf of Owner

The Management shall be entitled to accept any payment made by the Tenant/Lessee of an Owner towards any outstanding payment due and payable by the said Owner. The said Tenant/Lessee shall be deemed to be irrevocably authorized by the said Owner to make all such payments on behalf of and for the account of the said Owner.

10.5 Rights to Demand Payment from Tenant and Lessee

The Management is hereby irrevocably authorized to demand any outstanding payment due and payable for a particular Parcel from its Tenant or Lessee (reference to Clause 35 Sub-Section 5(a) and (b) of the Strata Management Act 2013 (Act 757) & Regulations.

10.6 Cross-Default

In the event that an Owner owns more than one Parcel in the Building, the Management is hereby authorized to demand any outstanding payment due and payable hereunder from the Tenant/Lessee of the other Parcel(s) owned by the same Owner.

10.7 Denying the Use and Enjoyment of Common Facilities

- a) The Management shall have the right to stop and suspend a Defaulter from the use of the Common Facilities and the Common Services in the event that he/she

has any outstanding contribution to the Management Fund (including but not limited to whatsoever charges, levies, non-compliance charges, damages, cost of damage to Common Property or expenses whatsoever arising from the Management as the case may be).

- b) Pursuant thereto, the Management shall have the absolute right to deny access by such Owner and/or his/her family, Tenant or Lessee to the use of the Common Facilities and/or the benefit of the Common Services.

10.8 Deposit for water meter

- a) A refundable deposit of which the Management reserves the absolute right to determine the amount will be levied on each water meter belonging to the Parcel. The deposit is to be paid by the Parcel Owner to the Management upon vacant possession and within twenty one (21) days from the date of invoicing.
- b) In the event the deposit is utilized to pay any outstanding water charges of the Parcel unit, the deposit must be replenished within seven (7) days from the date of invoicing. Failure to comply will result in confiscation of the water meter and a reconnection charge of RM50.00 or at such other rate as determined by the Management shall be imposed.

10.9 Deactivation of Access Cards

- a) The access cards/tags/transponders of a Defaulter, who has any outstanding contribution to the Management Fund (including but not limited to whatsoever charges, levies, non-compliance charges, damages, cost of damage to Common Property or arising expenses whatsoever from the Management as the case may be), shall be automatically deactivated without notice from having card access into the Building until his arrears are settled.
- b) The said access cards/tags/transponders shall only be reactivated upon full settlement of all the outstanding arrears together with late payment charges and upon payment by the said Defaulter of a reactivation charge of RM50.00 or at such other rate as imposed by the Management. The reactivation charge shall be deemed as a contribution to the Management Fund.

The above procedure will apply notwithstanding that the defaulter has rented or leased out his Parcel to a Tenant or Lessee.

11.0 COMMON FACILITIES – SERVICE APARTMENT

- a) To maintain the exclusiveness living within Hillpark Residence, all the common facilities are mainly intended for use of the Service Apartment Occupants only.
- b) The Occupant concerned shall be held responsible for any damages caused by their Guests or themselves. Any damages caused by previous user(s) of the facilities should be reported to the Management / Security immediately before the commencement of use of the facilities.
- c) The Management may require any person using any of the facilities to identify himself or herself if necessary.
- d) Any person 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.
- e) Occupants must accompany their Guests when using the facilities.
- f) Each Occupant is permitted to bring in not more than 3 Guests per Parcel at any one time for the use of the facilities during off peak hours. Guests are not permitted to use the common facilities during peak hours.
- g) Where the Owners and/or Occupants are a Corporation, it shall not permit its employees to use the common facilities.
- h) Must be proper attired when using common facilities that require suitable attire.
- i) The Management reserves the absolute right to accept and reject / cancel bookings pertaining to the use of any Common Facilities at any time without prior notice in respect of the following:
 - 1. The Common Facility is not safe or fit for use, or as authorized by the relevant Governing Bodies/Agencies/Associations, and requires repair or upgrading works to be undertaken;
 - 2. The Common Facility is closed for periodical maintenance, repair, and cleaning works; and
 - 3. The Owner and/or Occupant failed to pay or settle in full all Management Funds.

- j) The Management reserves the right to impose charges for the use of the Common Facilities. The charges shall be deemed as a contribution to the Management Fund.

11.1 GYMNASIUM

- a) Operating Hours: 6.00 a.m. to 10.00 p.m. daily. The Management reserves the right to amend the operating hours from time to time.
- b) No smoking, consumption of liquor / alcohol or eating is permitted in the gymnasium.
- c) All users in the gymnasium must be in proper attire. Only non-marking rubber sole shoes should be used.
- d) All equipment of the gymnasium are to be used only for its specified purposes and no equipment is to be taken out of the gymnasium. After usage of the equipment they are to be returned to their original positions.
- e) Children under the age of twelve (12) years are not permitted to enter the gymnasium. Children are between twelve (12) and sixteen (16) years must be accompanied by responsible adults when using the equipments in the gymnasium.
- f) No audio or video equipment is allowed in the gymnasium unless approve by the Management.
- g) Occupants must accompany their Guest(s) when using the gymnasium.
- h) Last person to leave the gymnasium is to ensure that all lights, and air-conditioning are switched off, and the door and windows are properly locked.
- i) The Occupants concerned will be held responsible for any damages caused by their Guests or themselves. Any damages cause by the previous user(s) of the gymnasium must be reported to the Management immediately before the commencement of the use of the gymnasium.
- j) Any person found in breach of any rules and regulations may be asked to leave the gymnasium by the Management or by anyone under the order of the Management.

- k) The Management, its agent and its employees shall not be liable in any manner whatsoever for the loss of/or damage to any person, property or injury or death of any person in the usage of the gymnasium.

11.2 MULTIPURPOSE HALL

- a) Operating Hours: 8.00 a.m. to 10.00 p.m. daily. The Management reserves the right to amend the operating hours from time to time.
- b) Maximum time period per booking: Four (4) hours per application.
- c) The written consent of the Management must be obtained before the Occupants are allowed to hold private functions at the Multipurpose hall. The Management reserves the right at its absolute discretion to refuse consent, without assigning any reason whatsoever.
- d) The Multipurpose hall are open to all Occupants and must be booked one (1) week in advance through the Management Office on a "first-come-first-serve" basis.
- e) The Occupant shall provide a list of his / her Guests to the Management two (2) working days before the function. The Management will display the approval slip including license / permit and a list of Guests on the notice board provided during the session. A copy of the Guests list will be given to the Guard Post for security procedure.
- f) A refundable deposit of RM200.00 each is required for the booking of the Multipurpose hall. An administration fee of RM50.00 is charged and is non-refundable. All functions are required to end at 10.00 pm. The administration charges shall be deemed as a contribution to the Management Fund.
- g) The deposit will be refunded after a joint inspection with the Management, or deducted for cleaning and refuse clearing expense if applicable. If the cost of cleaning and refuse clearing is higher than the deposit collected, the difference will be charged to the user respectively.
- h) Radio or other musical instrument shall only be permitted at a volume that will not interfere with the peaceful enjoyment of the other Occupants.
- i) Users of the Multipurpose hall are to be properly attired.

- j) The Occupant is not allowed to bring food and or beverages into the Multipurpose hall UNLESS a private function, which has been duly consented to/by the Management, is being held.
- k) All lights and air conditioning units are to be switched off after use.
- l) The deposit will be refunded after a joint inspection with the Management, or deducted for cleaning and refuse clearing expense if applicable. If the cost of cleaning and refuse clearing is higher than the deposit collected, the balance will be back charged to the Resident respectively.
- m) No pets or animals are allowed into the Multipurpose hall.
- n) The use of the facilities are **STRICTLY PROHIBITED** for any religious or political or any similar in nature activities.

11.3 SWIMMING POOL

- a) Operating Hours: 6.00 am to 10.00 pm. The Management reserves the right to amend the operating hours from time to time. No person(s) shall be allowed to use the pool when it is closed.
- b) All children under the age of 12 years shall not at any time be near or allowed to use the pool unless accompanied and supervised by their guardian who is an adult who shall be responsible for their conduct and safety.
- c) All users of the pool must wear proper swimming attire at all times. Swimmers are advised to wear swimming caps when swimming.
- d) For hygienic reasons, all users must take showers without exception before entering the pools. All suntan lotion/oil must be removed from the body before entering the pool.
- e) No large mats, bulky floats, snorkels and scuba gear shall be used in the pool.
- f) No horseplay or similar activities shall be allowed in the pool or its surrounding areas.
- g) No diving is allowed in the pool.
- h) No swimming will be allowed during chemical treatment hours.

- i) Food and drinks are not allowed in the pool and immediate pool deck areas.
- j) Smoking in the pool and surrounding areas is strictly prohibited.
- k) No pets shall be allowed in the pools or the surrounding areas.
- l) All users of the pool are strongly advised to leave the pool during thunderstorm or under any other life threatening or emergency situations or circumstances for their own interest.
- m) Glassware, breakable and other harmful objects (such as hairpins, curlers, safety pins, bobby pins, etc.) are forbidden in the pool.
- n) The Management shall not be liable or responsible for any loss and/or damage to the personal property left in the changing rooms or in any other parts of the building.
- o) The Management advised the Occupants and their Guest(s) to exercise care when using the pool and to take care of their respective belongings.
- p) No person suffering from any infection, contagious diseases or with bandages or open wounds of any type shall use the pool. Spitting or any other unhygienic acts in or around the pool or deck area are strictly prohibited.
- q) Portable radio / cassette players / CD Players are permitted in the pool areas provided the volume is controlled and does not annoy other users around the pool.
- r) No person who is under the influence of liquor, drugs or any other form of intoxicating matter or substance shall use the pool.
- s) Private coaching sessions are not to be conducted in the pool without first obtaining the written consent from the Management.
- t) The Swimming Pool and its vicinity shall not be reserved by resident for his/her own function unless with consent from the Management.
- u) The Management shall have the authority to expel any person from the pool areas who are found to be disobeying the rules or endangering the safety of him/herself or other persons.

- v) The Management declares that no lifeguards will be employed or stationed at the swimming pool.
- w) The Management will take every precaution to ensure safety of persons using the pools it cannot assume the responsibility for any loss damages to any personal property, injury and death arising from carelessness or negligence on the part of the persons concerned.

11.4 FUNCTION ROOM

- a) Operating Hours: 8.00 a.m. to 10.00 p.m. daily. The Management reserves the right to change the operating hours from time to time. Maximum time period per booking: Two (2) hours per application.
- b) The written consent of the Management must be obtained before the Occupants are allowed to use the function rooms. The Management reserves the right at its absolute discretion to refuse consent, without assigning any reason whatsoever.
- c) The function rooms are open to all Occupants and must be booked one (1) week in advance through the Management Office on a "first-come-first-serve" basis.
- d) The Occupant shall provide a list of his / her Guests (if any) to the Management two (2) working days before the date of use. The Management will display the approval slip including license/permit and a list of Guests (if any) on the notice board provided during the session. A copy of the Guests list will be given to the Guard Post for security procedure.
- e) Users of the function rooms are to be properly attired.
- f) The Occupant is not allowed to bring food and/or beverages into the function rooms without the consent from the Management.
- g) All lights and air conditioning units are to be switched off after use.
- h) No pets or animals are allowed to bring into the function room.

11.5 BARBEQUE PIT

- a) Operating Hours: 8.00 a.m. to 10.00 p.m. daily. The Management reserves the right to change the operating hours from time to time.

- b) Maximum time period per booking: Four (4) hours per application.
- c) The barbeque pit are open to all Occupants and must be booked one (1) week in advance through the Management office on a "first-come-first-serve" basis.
- d) The Occupant shall provide a list of his / her Guests to the Management two (2) working days before the function. The Management will display the approval slip including license / permit and a list of Guests on the notice board provided during the session. A copy of the Guests list will be given to the Guard post for security procedure.
- e) A refundable deposit of RM200.00 each is required for the booking of the barbeque pit. An administration fee of RM50.00 is charged and is non-refundable. All functions are required to end at 10.00 pm. The administration charges shall be deemed as a contribution to the Management Fund.
- f) Radio or other musical instrument shall only be permitted at a volume that will not interfere with the peaceful enjoyment of the other Occupants.
- g) The Occupant who made the booking shall ensure that the barbeque pits and its surrounding areas are cleaned and cleared of all refuse after use. The deposit will be refunded after a joint inspection with the Management, or deducted for cleaning and refuse clearing expense if applicable. If the cost of cleaning and refuse clearing is higher than the deposit collected, the difference will be charged to the Occupant respectively.
- h) Fire in the pit should not be left unattended and must be put out at the end of the function.
- i) It is expected from the residents to strictly adhere to HALAL and NON-HALAL requirements labeled at the BBQ pits.

11.6 CHILDREN'S PLAYGROUND

- a) Occupants may use the children's play structure from 7.00 am to 10.00 pm daily. The Management reserves the right to change the operating hours from time to time.
- b) The children playground is strictly for children below the age of twelve (12) years

of age to use the equipment and must be accompanied and supervised by their parents / guardians / an adult who shall be responsible for their conduct and safety at all times.

- c) No food and drink is permitted at the play structure area.
- d) Littering is strictly prohibited and all litter must be deposited in designated refuse bins around the play structure.
- e) All equipment placed and/or installed in the common area has been provided for the safety, comfort and convenience of all occupants and therefore shall not be damaged or removed or altered without the permission of the Management.
- f) Any usage of equipment at the playground shall be at the Occupants own risk.
- g) No horseplay, sand throwing or jumping is allowed.
- h) Any object with sharp edges or harmful is strictly prohibited in the children's open play area.
- i) No smoking, drinking or eating is permitted on the courts or playing areas.
- j) All players must be in proper attire for the game.
- k) All children under the age of seven (7) years are not permitted in the game areas unless accompanied and supervised by a responsible adult.
- l) The Management shall not be responsible for any injury or accident resulting from the use of the equipment at the playground.

11.7 PRAYER ROOM

- a) No female is allowed in the male prayer room and no male is allowed in the female prayer room.
- b) Occupant(s) is to remove their shoes before entering the prayer room.
- c) Occupants must be decently attired in the prayer room.
- d) Smoking, sleeping and eating is strictly prohibited in the prayer room.

- e) Occupant(s) shall ensure the safety of their personal belongings and keep the items with them at all time. Occupant(s) leaving the prayer room for an extended period of time shall bring along their belongings with them and empty the space for other users.
- f) The management is not responsible for any theft or loss of personal property.

11.8 READING ROOM

- a) Occupants may use the reading room from 7.00 am to 10.00 pm daily. The Management reserves the right to change the operating hours from time to time.
- b) Smoking, sleeping and eating is strictly prohibited in the reading room.
- c) Occupant(s) shall ensure the safety of their personal belongings and keep the items with them at all time.
- d) The management is not responsible for any theft or loss of personal property.
- e) Last person to leave the reading room is to ensure that all the light and fans are switched off.

11.9 CENTRAL MAIL BOX

- a) Individual mail box is provided for each Parcel unit located at the ground floor.
- b) If a mail box is vandalized or damaged through improper use by the Occupant, he/she will be responsible to repair or replace the mail box.
- c) The Management will not be held responsible for any late, non-delivery or mishandling of mail.
- d) In the case where the mail box key is misplaced or lost/spoilt, the Occupant(s) or his authorized representative is responsible to repair at their own cost.

12.0 LOADING AND UNLOADING

The Occupant(s) shall not load or unload any goods or materials onto or from vehicles and convey the same from and into the Premises except at the designated loading and unloading area.

13.0 MAINTENANCE AND UPKEEP

13.1 Maintenance and Upkeep of the Parcel Unit

- a) The Occupant(s) shall keep the Parcel unit clean and in a good state of repair and maintenance. The Occupant(s) shall keep clean all glass windows and doors on the boundary of the Parcel unit, including so much thereof as is part of the common property.
- b) The Occupant(s) shall not use the Parcel unit or any part thereof in any manner which causes the accumulation of dirt, obnoxious smells, rubbish or debris of any kind in or outside the Parcel unit.

13.2 Maintenance and Upkeep of the Common Property / Area by the Occupier

The Occupant shall keep the corridors, stairs and passages leading to the Parcel unit and other common area/property clear and free from obstruction.

13.3 Maintenance and Upkeep of the Common Property / Area by the Management

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

13.4 Cleaning of Common Area

A cleaning company will be engaged to carry out the cleaning of the common area within Hillpark Residence.

13.5 Pest Control

- a) The control and extermination of pests and fumigation of the common areas will be carried out periodically by a professional pest control company.
- b) The Occupant shall take all reasonable precautions to keep the unit free of rodents, vermin, insects, pests and animals.

14.0 REPAIR AND MAINTENANCE

14.1 Access to Carry Out Repair Works

- a) The Occupant shall permit the Management or its agent or workmen at all reasonable times to enter upon the Parcel unit to carry out repair works to the Parcel unit or to other portions of Hillpark Residence not conveniently accessible otherwise from or through the Parcel unit.
- b) The Occupant shall permit the Management, its agents or workmen to enter upon the Parcel unit to lay, fix in and lead through the Unit, all such wires and cables for electricity and pipes for water and sewage as the Management may from time to time require to lay, fix in and lead through the Unit, or to repair, remove or replace such wires, cables or pipes for the general purposes of the Building.

14.2 Repairs at the Parcel Unit

Maintenance of fixtures, fittings and furnishings etc inside Parcel units are not the responsibility of the Management. The Occupant is advised to engage external/independent contractors whenever such problems arise.

15.0 SECURITY AND SAFETY

15.1 General

- a) Occupant must register his family members residing with him in the said Parcel unit with the Management in the prescribed form prior to moving into the said Parcel unit. Thereafter, a person who is registered will then be termed as an Occupant.
- b) A person who is not registered with the Management will be treated as a visitor and thereby the Management requires his details to be recorded in the visitors' book. The visitor is required to present a form of identification which should be retained by the security and returned during the visitor's exit. Security will communicate with the occupant in question to gain approval for visitor to enter the building premises.
- c) It is the responsibility of Occupant to ensure that person or persons residing in his said Parcel unit are duly registered as an Occupant with the Management and

to further inform the Management of any persons moving in or moving out from time to time.

- d) The Management reserves the right to refuse entry to any visitor/guest at its sole discretion or request any visitor/guest to leave the Premises without having to assign any reason whatsoever for doing so.

15.2 Security Providers

A security company will be engaged to provide security to Hillpark Residence.

15.3 Occupant's Responsibilities for Security

The Occupants shall be responsible for the locking and securing of the doors and windows of their Parcel unit all the times.

15.4 Door Deliveries

For control purposes, the Occupant requested to inform the security office of any arrangement for door deliveries. All door delivery personnel must also obtain security pass/approval from the guard house and register on the log book accordingly.

15.5 Security and Safety Measures

The Occupant shall comply with the security and safety measures imposed by the Management.

15.6 Insurance Coverage

The Occupant shall effect and keep affected in respect of his/her assets in the Parcel unit at all times a proper insurance coverage against fire risk.

16.0 SPECIAL NOTES

16.1 Indemnity

The Owners, the Occupants and the Guests shall indemnify and keep indemnified the Management against all actions, proceedings, claims, costs, expenses and demands in respect of injury to the person or property of the employees, agents, licensees and invitees of the Management, the Owner, the Owners and/or all other persons while in the Parcel or the Common Property.

16.2 Disclaimer of Liabilities

- a) The Management, its agent and its employees shall not be liable or responsible in any manner whatsoever for loss or damage to any person, property or injury to or death of any person arising out of the provision of security services or any common services within or in the vicinity of the Hillpark Residence.
- b) While the Management will take every precaution to ensure that the facilities are
- c) properly maintained, all Occupants and Guests are using the common facilities at their own risk. The Management is not liable or responsible for any injuries or damage sustained by the users or for any loss and/or damage to their personal property.

16.3 Penalty

A fine of not more than RM200.00 per offence will be imposed by the Management or any authorized personnel for any breach or failure to comply with the By-laws.

16.4 Amendments and Alterations

The Developer, the Management Company or the Joint Management Body or the Management Corporation (when formed) reserves the right to vary or change any or all of the above By-laws from time to time as it deems necessary.

16.5 Cost and Expenses

- a) All costs and expenses for the setting up, lodgment of this By-laws with the Commissioner of Building and publication of these By-laws shall be borne and paid collectively by all Parcel Owners towards the Management Fund of Hillpark Residence.
- b) If any monies payable by the Parcel Owners pursuant to this By-laws (including but not limited to payment of any interest thereon) to the Developer or Joint Management Body (JMB) or Management Corporation (when formed) or any appointed Managing Agent authorized by the said parties or any part thereof shall be required to be recovered through any process of law (including costs for notices) or if such monies are placed in the hands of solicitors for collection, the Parcel Owner shall pay all costs and charges as may be incurred by the said parties including on a solicitor and client basis (on a full indemnity basis) and any

other fees and expenses incurred in respect of such collection/recovery.

17.0 ASSISTANCE

If you require any assistance, kindly contact the Management Office / email to hillparkresidence.mo@gmail.com.

USEFUL TELEPHONE NUMBERS**A) Public Amenities / Transportation**

Comfort Cab	03-80242727
Public Cab	03-62592020
KLIA Limo	03-87873678
KLIA Flight	03-87762454
MRT	03-20953030
KTM Railway	03-22671200
MPKJ	03-87377899
Public Complaint Bureau PM's Department	03-88887777

B) Fault / Report

Telekom	100
Telekom Directory	103
TNB	15454
Water Works	1800888282

C) Emergency Services

Police / Ambulance / Fire Brigade / Civil Defense	999
Police Station (Bandar Teknologi Kajang)	03-8724 7362
Police Station (Semenyih)	03-8727 5222
Police Station (Kajang)	03-8736 2222
Fire Brigade (Kajang)	03-8736 4444

D) Hospitals

KPJ Kajang Specialist Hospital	03-8769 2999
Columbia Asia Cheras Medical Centre	03-9086 9999
Hospital Pakar An-Nur	03-8923 5500
Kajang Plaza Medical Centre	03-8739 8979
Britania Women & Children Specialist Centre	03-8733 3711
Kajang Hospital	03-8913 3333
Serdang Hospital	03-8947 5555
Hospital UKM Cheras	03-9145 5555

SCHEDULE OF CHARGES**A. Resident Card**

- | | | |
|-----|--|---------|
| i. | Replacement of Resident Card | RM50.00 |
| ii. | Replacement of damaged Resident Card
(Damaged Resident Card must be returned) | RM50.00 |

B. Car Park

- | | | |
|------|---|----------|
| i. | Towing Levy | RM300.00 |
| ii. | Release Wheel Clamping (per offence) | RM100.00 |
| iii. | Re-activation fee for car park access card | RM50.00 |
| iv. | Replacement of vehicle access card (1 st) | RM50.00 |
| v. | Replacement of vehicle access card (Subsequently) | RM100.00 |

C. Renovation

- | | | |
|------|---|--------------|
| i. | Renovation deposit for Retail | RM2,000.00 |
| ii. | Renovation deposit for Service Apartment | RM1,000.00 |
| iii. | Renovation administration fee | RM50.00 |
| iv. | Renovation debris disposal fee | RM250.00 |
| v. | Renovation water discharge or backfill (Retail) | RM200.00 |
| vi. | Penalty for work beyond approved renovation hours | RM50.00 p/hr |

D. Common Facility

- | | Deposit | Admin Fee |
|-----|-------------------|------------------|
| i. | BBQ Pit | RM50.00 |
| ii. | Multipurpose Hall | RM50.00 |

E. General By Laws

- | | | |
|------|---|---------------|
| i. | Violation of By Laws (General) | RM200.00 |
| ii. | Minimum water charges for Retail | RM10.00 p/mth |
| iii. | Minimum water charges for Service Apartment | RM6.00 p/mth |
| iv. | Reconnection of water supply | RM50.00 |

Note: Charges may be revised from time to time subject to approval from the Developer / Management.

