

HILLPARK RESIDENCE
RENOVATION WORKS AND REPAIRS – GUIDELINES
RULES AND REGULATIONS FOR RENOVATION WORKS & REPAIRS

1 General

- a) The rules and regulations herein are for the effective management and control of the renovation and repair works carried out by every Owner in respect of his Parcel so as to minimize inconveniences to other Owners and Occupants in the Building, as well as to protect and prevent any damage to the Common Property and the structural integrity of the Building.
- b) Every Owner of a Parcel and/or his Tenant or Lessee is strictly prohibited from carrying out any form of renovation works in the Parcel without first obtaining a prior written consent/approval from the Management and/or the relevant Authorities. It will be the sole responsibility of the Owner of a Parcel and/or his Tenant or Lessee to check with the relevant Authorities for the need of any approval to carry out the renovation work and the Owner of a Parcel and/or his Tenant or Lessee shall pursue the matter with the Authorities on their own initiative. In the event the Owner of a Parcel and/or his Tenant or Lessee proceeds with the submission of the renovation application to the Management for the renovation work, it will be deemed that they have checked the need for and obtained the necessary approvals from the relevant Authorities. The Management at its discretion reserves the right to demand from the Owner of a Parcel and/or his Tenant or Lessee proof of application/letter of approval from the Authorities.
- c) **Approval by the Management shall not be construed as the approval by the Authorities. The Owner of a Parcel and/or his Tenant or Lessee shall indemnify and keep indemnified the Developer, its managing agent and representatives from any whatsoever liabilities howsoever arising in the event that the Authorities may take action against the Owner and/or his Tenant or Lessee as a consequence of the failure of the Owner and/or his Tenant or Lessee to obtain any required approvals from the Authorities. The Owner and/or his Tenant or Lessee shall also bear the cost of any increase in the building insurance premium should such renovation cause an increase in the premium thereof.**
- d) It will be deemed that the Owner of a Parcel and/or his Tenant or Lessee will have appointed and consulted competent persons (Consultants, Architects, Engineers, Surveyors, etc.) who will have prepared and planned the design of the proposed renovation works after taking into account the site and structural constraints. Approval by the Management shall not be construed as an approval for the design of the renovation works being carried out.
- e) It will also be deemed that, by appointing a contractor to carry out the renovation works, the Owner of a Parcel and/or his Tenant or Lessee, as the case may be, shall have explained to the appointed contractor in details all the rules and regulations for renovation works (including the imposition of non-compliance charges) and any specified terms and conditions for such renovation works for which the contractor is obligated to comply.
- f) The Owner of a Parcel and/or his Tenant/Lessee is responsible to engage approved contractors from Gas Malaysia to carry out all gas piping works (if any).
- g) All renovation works shall be confined within the boundaries of the Parcel. No such works shall be carried out on any part of the Common Property.
- h) It is the sole responsibility of the Owner of a Parcel and/or his Tenant or Lessee to ensure that the renovation works of the Parcel shall not in any way whatsoever affect any of the building structural supports nor will it in any way cause any nuisance, smell, dust, noise, vibration or inconvenience to the other Owners and Occupants in the Building. The tolerable noise level shall not be more than 70 decibels along the perimeter boundaries of the Parcel.
- i) It is the sole responsibility of the Owner of a Parcel and/or his Tenant or Lessee to ensure that adequate precautions are taken against damaging any of the concealed wirings, pipes and ducts in the renovation or repairs of the Parcel. Should a damage occurs, the Owner of a Parcel and/or

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his Tenant or Lessee shall carry out the rectification works at their own risk and cost.

- j) **The security grilles for windows, doors and/or others to be installed in any Parcel shall be of a design and colour approved by the Management.**
- k) Every Owner of a Parcel and/or his Tenant or Lessee, who is carrying out renovation or repairs of his Parcel, shall take full responsibility for any whatsoever defect or damage to his Parcel or other Parcels or the Common Property in the Building arising from or as a result of the renovation works or repairs at his Parcel; and further undertakes to indemnify and keep indemnified the Management against whatsoever claims, proceedings and actions brought or instituted against the Management as a result thereof. The Owner of a Parcel and/or his Tenant or Lessee shall reinstate at his risk and cost the damage or defect to the said area.
- l) Every Owner of a Parcel and/or his Tenant or Lessee is responsible for the actions and compliance of his appointed contractors and their representatives and workmen to the prescribed renovation hours, all the rules and regulations for renovation works and the By Laws herein.
- m) It is the responsibility of every Owner of a Parcel and/or his Tenant or Lessee to ensure that his Parcel is **NOT** being used as a showroom or a place for the canvassing of business by any of the contractors including their representatives or workmen.
- n) It is the responsibility of every Owner of a Parcel and/or his Tenant or Lessee to ensure that his contractor or the representatives or workmen of his contractor **DO NOT** stay overnight or reside in his Parcel before, during and after the renovation period.

2 Restrictions and Prohibitions in Renovation Works

- a) All renovation works **SHALL NOT:-**
 - (i) Encroach upon or affect the Common Property or the façade of the Building;
 - (ii) Affect or weaken or cause damage to any structural support in the Building. Therefore, renovation work involving any form of structural changes to the Parcel is **STRICTLY PROHIBITED**.
- b) **In addition to the above, every Owner of a Parcel and/or his Tenant or Lessee is at all times expressly and STRICTLY PROHIBITED from carrying out any of the following:-**

Ceilings, Walls, Floors & Safety Railing

- 1. To chase, remove or hack off any wall (including structural shear wall), beam, column and slab in the Parcel without prior approval from the Building Structural Consultants and/or the relevant authorities;
- 2. To make any alteration to the windows installed at the external walls of the Parcel;
- 3. To change the flooring outside the Parcel or any part of the Common Property;
- 4. To raise existing floor levels of the Parcel (e.g. to split the level of any portion of the existing floor in the Parcel by adding platforms) unless approved in writing by the Management and/or the Authorities;
- 5. To make changes or alteration to the original design and colour of any exterior doors

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and windows of the Parcel unless the prior written approval has been obtained from the Management;

6. To relocate any front or back doors or windows of the Parcel;
7. To remove or strip any building joint sealants;
8. To remove or make changes to any safety features in the Parcel unless approved in writing by the Management and/or the Authorities. Notwithstanding the approval given by the Management and/or the Authorities for the removal of such safety features, the Parcel Owner and/or the Tenant/Lessee shall indemnify and keep indemnified the Management from any untoward incident/accident that may occur due to such removal;
9. To make changes to any part of the Common Property;

Air-Conditioning Installation

10. To install the compressors of the air-conditioners at any place other than the designated locations that are already provided for such installations;

Electrical, Plumbing, Sanitary & Service Ducts

11. To shift any electrical point, plumbing and sanitary fitting unless approved in writing by the Management and/or the Authorities;
12. To brick up or block up or cut off any service ducts and/or pipes passing through the Parcel;
13. To exceed the maximum permissible limit on hacking of shear wall to permit rewiring of electrical points;

Astro Disc, Awning, Roller Shutters, Grilles & Pumps

14. To install Astro disc to the outside of the Parcel;
15. To install grilles and roller shutters other than the specific prescribed design and specification for the Parcel;
16. To install grilles to any part of the Common Property or any other Parcel in the Building;
17. To install awning or other sun-shading devices or projection outside the Parcel;
18. To install any form of booster pumps inside or outside the Parcel;

Equipment, Nails & Holes

19. To use any heavy duty hacker or concrete breaker in the Parcel or the Common Property or any part of the Building;
20. To punch nails or make any holes close to electrical power/lighting point, light switches and fuse boxes which can puncture the electrical conduits embedded in the wall or floor slab. Affixation of all fixtures and fittings must be about 600 mm away from the electrical power/lighting points, light switches and fuse boxes. The aforesaid serves as a general rule and the Management shall not be responsible for any untoward incidents that may

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arise from such works which the Owner(s) shall be fully responsible for;

21. To punch nails or make holes above or below shower heads and taps;

Miscellaneous

22. To tap water or electricity supply from the Common Property;

23. From carrying out other works which the Management may from time to time decide against upon due notice being served on the Owner(s);

- c) If any of the renovation works at a Parcel contravenes any of the prohibitions herein, the renovation deposit will be forfeited and the Owner of the Parcel and/or his Tenant or Lessee shall have to reinstate at his own cost the affected area(s) to its original state and condition prior to such renovation works within fourteen (14) days from date of notification by the Management save and except for the **IMMEDIATE** structural remedial work and reinstatement of any affected building structural support that has become weaken and may affect the stability of the whole or part of the building structure. Failing which, the reinstatement and making good any damage whatsoever arising from such unauthorized renovation works shall be carried out by the Management and the costs and expenses thereof including any liabilities whatsoever arising from such unauthorised renovation works shall be borne by the Owner and/or his Tenant or Lessee; and, if any of such costs and expenses are not settled immediately, they shall be charged to the Parcel and become a debt due to the Management from the Owner who shall also bear the costs of any legal proceedings taken against him for the recovery of the said debt. Notwithstanding such structural repairs, any subsequent effect in and around the Building due to such damage shall be wholly and solely the responsibility and liability of the said Owner and/or his Tenant or Lessee. The said Owner and/or his Tenant or Lessee shall also fully indemnify the Management from any subsequent financial or legal costs and expenses or whatsoever liabilities and damages arising thereof.

6.3 Application for Renovation Works

- a) Every Owner of a Parcel and/or his Tenant or Lessee is strictly prohibited from carrying out any form of renovation works in the Parcel without first obtaining a prior written consent from the Management.
- b) The Owner of a Parcel and/or his Tenant or Lessee can apply to the Management for written consent by submitting the Application Form for Renovation Works together with all the requisite documents and payments herein mentioned.
- c) Any plans and details of the proposed renovation works (hereinafter called the "Plans") must be submitted to the Management for consent **at least two (2) weeks before the proposed date of commencement of any renovation work** to enable the Building Architect to review the Plans. Please note that the said time frame is only indicative and shall not give the right to the applicant to commence work after the expiry of the said period. Work shall commence only after a written approval is given by the Management.
- d) The submission of plans/deposit/insurance does not necessarily mean that the Management shall approve the proposed renovations automatically. The Management reserves the right to reject in whole or part of the renovation plans and fresh plans are to be submitted for review. Each resubmission shall be deemed to be a fresh submission and shall follow the time frame as mentioned in the provision above.

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- e) **The set of the Plans shall include but not limited to the layouts and system schematics (where applicable) for:-**
- Room and furniture layouts;
 - Air-conditioning lay out including piping, electrical works, etc.
 - Electrical system (single line diagram, light and power point layout plan, etc.)
 - Renovation of plumbing system for any wet provisions like wet pantries, toilets and the like;
 - Renovation of fire protection system; and
 - Renovation of any other systems, services and facilities currently available in the Parcel and not specifically mentioned above.
- f) The placing of heavy loads in excess of this weight must be checked and approved by the building structural engineer. Proper drawings indicating the location for such loads and their details must be submitted to the building structural engineer when such approval is required and all costs including the structural engineer's fees shall be borne by the Owner and/or his Tenant or Lessee. Generally, safes and other heavy objects shall be placed along beams and columns. A copy of such approvals is to be forwarded to the Management together with the application for renovation works.
- g) The erection or installation of any proposed renovations, especially partitions, shall not in any way obstruct the effective performance of existing building systems, services and facilities, like sprinkler operation and coverage. If these are affected or likely to be affected by the said renovations, then an appropriately qualified body (like a Professional Engineer [P.E.]) shall be engaged to submit the amendments to the Authorities for approval before the physical works are to be carried out.
- i) The following documents must be attached to the Application Form for Renovation Works:-
- (i) The Letter of Consent by the Owner of the Parcel permitting the Tenant or Lessee to carry out the proposed renovation works (only applicable to application made by a Tenant or Lessee);
 - (ii) The authorization letter duly signed by the Owner of the Parcel if the application is submitted by the Owner's representative and/or contractor;
 - (iii) Complete set of drawings/plans prepared in consultation with competent person (Consultants, Architect, Engineers, Surveyors);
 - (iv) A refundable surety deposit (renovation deposit) of RM2,000.00 (retail) / RM1,000.00 (service apartment) per unit by way of online transfer/cheque made payable to the Management is required before any commencement of renovation works.
 - (v) An administrative cost of RM200.00 for Retail / RM100.00 for Service Apartment will be deducted from the renovation deposit.
 - (vi) A letter of indemnity from the Owner of the Parcel indemnifying the Management against all claims arising out of the renovation works;
 - (vii) Such other documents and/or payments as specified by the Management for the particular renovation works;
- j) The Management shall only commence processing the application for renovation work after it has received full and complete documentation including the requisite payments from an applicant.

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- k) After processing the application for renovation works, the Management may approve or reject the application; and the decision of the Management in such matter is final.
- l) The written consent for the renovation works shall only be issued by the Management after all 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 to take proceedings as agent for an Owner in case of defects to the Parcel) in respect of the Parcel have been settled in full by the Owner of the Parcel.
- m) If the Owner of a Parcel and/or his Tenant or Lessee commences his renovation works without obtaining the said written consent, the Management shall stop the said renovation works and levy upon the defaulting party a charge of RM200.00 for this breach of the rules and regulations for renovation works herein. If the said charge is not settled immediately, it shall be charged to the Parcel and become a debt due to the Management from the Owner of the said Parcel. The said party may then submit its application for renovation works to the Management in accordance with the procedures and provisions herein. The Owner and/or his Tenant or Lessee shall be held responsible for any effect/damage that has since been done due to renovations without approval and shall indemnify and keep indemnified the Management and its representatives from any consequences whatsoever.
- n) **If the application is approved, then the following shall apply:-**
 - (i) The Management shall issue a letter of consent approving the renovation works based on the specifications by the Owner's Consultants and including such other terms and conditions as may be imposed by the Management;
 - (ii) The Management will issue a contractor's entry permit subject to such terms and conditions as may be imposed by the Management;
 - (iii) **The renovation works shall be completed out within three (3) months from the date of the approval by the Management** of the application for renovation works. The Management reserves the sole discretion to extend the completion period upon payment of an Extension Fee of RM 200.00 for each month or part thereof of extension required;
 - (iv) The Management's representatives shall have the right to enter the Parcel at any time during normal working hours and from time to time to inspect the construction of the renovation works;
 - (v) The Management or its appointed representative shall have the right to stop the ongoing renovation works at any time if it is found that the Owner of the Parcel or his Tenant or Lessee or his contractor or his workmen has been found to be in breach of any of the rules and regulations for renovation works including the conditions of approval for the proposed renovation works. The Owner shall fully indemnify the management and its representative from any financial or legal repercussions due to the stop work order. Upon the issue of a stop work order, all the contractors and their workmen for the Parcel shall be barred from entering the Building unless special approval is obtained from the Management for certain individual(s) for specific reason(s) only.
 - (vi) Upon completion of the renovation works, the Owner of the Parcel and/or his Tenant or Lessee shall notify the Management for a joint inspection to be carried out by the Management and the Owner and/or his Tenant or Lessee to check for compliance with

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the approved scope of work and specifications; any damage to the building structure and the Common Property; and any breach of the rules and regulations herein;

- (vii) **Within two (2) month after the completion of the renovation works and upon the confirmation by the Management that all the terms and conditions pertaining to the renovation works have been duly complied with, the surety deposit (renovation deposit) free of any interest shall be refunded less whatever sums due and payable to the Management;**
- (viii) Without prejudice to the Management's rights to claim damages, the surety deposit shall be forfeited absolutely if the Owner and/or his Tenant or Lessee or contractors or workmen fail to comply with any of the terms and conditions and the rules and regulations made herein.
- o) If any of the renovation works is not carried out in accordance with the terms and conditions of the approval and/or the rules and regulations herein, the Owner and/or his Tenant or Lessee shall rectify and make good within fourteen (14) days of written notification by the Management. Otherwise, the Management may demolish and/or rectify the same and all costs and expenses in connection therewith shall be borne and paid by the Owner and/or his Tenant or Lessee. If such costs and expenses are not settled immediately, they shall be charged to the Parcel and become a debt due to the Management from the Owner of the said Parcel who shall also bear the costs of any legal proceedings taken against him for the recovery of the said debt.
- p) Notwithstanding anything contained herein, the Management shall not be responsible in any way for any cost, expense, risk or liability involved in any renovation/repair works proposed or carried out by the Owner and/or the engagement of any contractor or Consultant by the Owner. The Owner shall be solely responsible for all aspects relating to the safety, integrity, quality or stability of the proposed or executed renovation/repair works.

TIP: Please do not pay your contractor(s) in full on the completion of renovation works until clearance under has been obtained from the Management.

6.4 Renovation Deposit

- a) The Owner of a Parcel and/or his Tenant or Lessee shall pay to the Management a renovation deposit of RM2000.00 for Retail / RM1,000.00 for Service Apartment per unit as a surety to ensure full compliance to the provisions herein including the By Laws and also to ensure that no part of the Common Property is damaged or no debris/materials is left/discarded in the Common Property in the course of the renovation; and the non-compliance charges and the cost of making good any damage to the Common Property and the cost of removal of any renovation debris/materials left in the Common Property if any will be deducted from this deposit. If the renovation deposit is insufficient to cover any of the above mentioned costs, the remaining balance of such costs, if not settled within 7 days shall be charged to the Parcel and become a debt due to the Management from the Owner of the Parcel who shall also bear the costs of any legal proceedings taken against him for the recovery of the said debt.
- b) During the course of the renovations, the Owner of a Parcel and/or his Tenant or Lessee shall always top up the renovation deposit to the full deposit amount within three (3) working days from the date of notification by the Management to do so on the ground that the amount in the renovation deposit has been reduced by deduction(s) in accordance with the provisions herein including the By Laws.

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- c) Save for the provision 6.4 herein, the renovation deposit will be refundable free of interest upon the completion of the renovation works according to the approved plans subject to the satisfaction of the Management that all the provisions herein including the By Laws have been properly and fully complied with by the Owner and/or his Tenant or Lessee, contractors and workmen; and any damage whatsoever to the Common Property has been properly made good; and no debris/materials is left/discarded in the Common Property. Deductions will be made to the renovation deposit for any damage caused and cleaning works to the Common Property, for any usage of utilities supply from the common area or for any liabilities or non-compliance charges whatsoever stated in the provisions herein including stated in the By Laws.

6.5 Renovation Working Hours

- a) All renovation works shall be STRICTLY CONFINED to between 9.00 a.m. and 5.00 p.m. from Mondays to Fridays and between 9.00 a.m. and 1.00pm or such other time as the Management deems appropriate.

Where the unit Owner/Tenant/Lessee applies to continue with the renovation works beyond the stipulated hour, the Management at its sole discretion may approve such request upon a fee of RM50.00 per hour of extra time to be paid in advance.

Where the unit Owner/Tenant/Lessee has not obtained prior approval to do renovation works after hours, the Management reserves the absolute right and discretion to deduct RM200.00 per hour as a charge if the contractor or any of his workmen is found continuing with the renovation works after 5.00 p.m. during weekdays or after 1.00 p.m. on Saturdays. If this amount is not settled immediately, it shall be deducted from the renovation deposit; and, if there is insufficient money in the renovation deposit, it shall charge to the Parcel concerned and become a debt due to the Management from the Owner of the Parcel.

- b) Renovation works or delivery of renovation materials or removal of renovation debris/materials are STRICTLY PROHIBITED on Sundays and gazette Public Holidays. The Management reserves the absolute right and discretion to impose RM200.00 as a non-compliance charge for any breach thereof. If this amount is not settled immediately, it shall be deducted from the renovation deposit; and, if there is insufficient money in the renovation deposit, it shall charge to the Parcel concerned and become a debt due to the Management from the Owner of the Parcel.

6.6 Use of Designated Lift for Renovation Works

- a) Every contractor and his workmen undertaking the renovation of a Parcel in the Building shall only use the designated lift for the delivery and transportation of construction materials, equipment, debris and workmen for both upward and downward vertical transportation in the Building. If a contractor and/or his workmen use any of the non-designated lifts, the Management reserves the right to impose a non-compliance charge of RM100.00 for each breach of this provision. Notwithstanding the said noncompliance charge, the contractor and his workmen shall be barred from using the designated lift including any other lifts if they are found to have breached this condition for three (3) occasions irrespective of whether the contractor is doing any work for other Parcel Owners.
- b) The Owner and/or his Tenant or Lessee shall ensure that the contractors and their workmen shall not overload or damage the lift. Please be advised that, should there be any lift repair cost arising from such use of the lift, the said cost shall be borne by the Owner of and/or his Tenant or Lessee and will be deducted from the renovation deposit. If the renovation deposit is insufficient to cover such cost, the remaining balance of such cost, if not settled immediately, shall be charged to the

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Parcel and become a debt due to the Management from the Owner of the Parcel who shall also bear the costs of any legal proceedings taken against him for the recovery of the said debt.

- c) All transportation of renovation materials/items/debris via the designated lift shall not exceed 500 kg at any one time.
- d) For safety and to avoid possible damage to the designated lift, every contractor and his workmen shall NOT at any one time use the designated lift to carry any items or materials whose dimensions and weight exceeds the capacity of the lift.
- e) The Management reserves the absolute right and discretion not to allow the contractor and his workmen to use the lift if they fail to comply with any of the rules and regulations herein.

6.7 Renovation Materials, Equipment & Debris

- a) All Building materials, especially sand, cement and the like shall be put in proper nonporous containers or plastic bags and shall be delivered direct to the Parcel concerned.
- b) The Owner of a Parcel and/or his Tenant or Lessee is responsible for the removal and disposal of all renovation materials, debris, garbage and discarded items from the renovation works. A renovation debris disposal fee of RM300.00 per unit will be deducted from the renovation deposits. All such renovation materials, debris, garbage and discarded items must be removed and shall be immediately dispose into management renovation disposal bin on a daily basis. At no time shall the Owner and/or his Tenant or Lessee or Contractor dispose any renovation materials, debris, garbage and discarded items at the main refuse chamber in the Building or in any part of the Common Property or in any other Parcels. The Management reserves the right to deduct from the renovation deposit such amount as may be incurred by the Management plus 20% thereof for administrative charge in removing or disposing the renovation materials, debris, garbage and discarded items found in the any of the said areas. In the event that the Owner cannot be identified for such discarded renovation items, then all the Owners who are currently carrying out renovations of their Parcels shall bear the apportioned cost of the disposal for the said discarded renovation items plus 20% thereof for administrative charge.
- c) In the event the contractor intends to truck out the renovation materials, debris, garbage and discarded items in a single trip, he shall store such items within the Parcel being renovated. Storage of such renovation materials, debris, garbage and discarded items in any of part of the Common Property or in any other Parcel is STRICTLY PROHIBITED. The Management shall immediately clear out all such renovation materials, debris, garbage and discarded items and deduct from the deposit the cost of such removal plus 20% thereof for administrative charge.
- d) Cement, plaster, filler, slurry water from construction waste or grinding of floor tiles, paints, flammable items, adhesive materials, plastic bags, renovation debris and the like shall not be thrown or discharge into any of the floor traps, down pipes, toilet bowls, sewerage pipes, basins and sinks in the Parcel or any other Parcels or the Building. In the event that any of such items is found to have originated from the Parcel, the Owner of the Parcel shall be liable for all the costs of replacement or repair to the damage or to prevent damage to the pipes, ducts, refuse chambers or any other parts of the Common Property and/or other Parcels.

8 Commencement of Renovation Works

- a) It will be deemed that by appointing a contractor to carry out the renovation work, the Owner of a Parcel and/or his Tenant or Lessee will have explained to the appointed contractor in detail all

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the conditions laid down in the provisions herein and any other relevant provisions of the By Laws to which the contractor is obligated to comply with (including the imposition of charges due to non-compliance).

- b) The renovation works shall be carried out only during the prescribed renovation working hours as specified in provision 5 hereto.
- c) All works like drilling, knocking and hacking that are noisy and cause nuisance to other occupants must be carried out only during the periods specified by the Management.
- d) Every contractor is strictly prohibited from utilizing any of the utilities (electricity, water, telephone, etc.) from the Common Property unless authorized in writing by the Management. An amount of RM200.00 per incident per utility per day shall be imposed upon the Owner of a Parcel and/or his Tenant or Lessee if his contractor is found in breach of this condition and the same shall be recovered/deducted from the renovation deposit. Where the Management has approved the use of any of such utilities, proper metering device shall be provided by the contractor at his own cost and the contractor shall install the same at an appropriate location where it is easily accessible by the Management.

Joint meter readings shall be taken on a daily basis up to the end of the project. The contractor is strictly prohibited from disconnecting or tampering with the said metering device without the consent and/or presence of the Management. An amount of RM200.00 per incident of unauthorized disconnection per utility per day shall be imposed upon the Owner of the Parcel and/or his Tenant or Lessee over and above any amount due for the consumption already made of the utilities and the same shall be recovered/deducted from the renovation deposit. The Management also reserves the right to stop the contractor from proceeding with the works and barring him from entering the Building if he is found in breach of any of the conditions in the provision herein for more than 3 incidents.

- e))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 Lessees as stipulated under the provision hereunder on water discharge.
- f) Water discharge/back-fill for the renovation works where water is utilized from the common property shall be arranged with the Management and at the expense 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.
- g) No modification to the building structure and services, breaking of any partitioning walls or removal of fire rated doors are permitted unless with prior written approval from the Management
- h) Hacking/removal and drilling/boring of structural columns, beams and any other load bearing structure are strictly prohibited. Upon the occurrence of such breach, the Management reserves the right to revoke the approval to carry out renovation. Cost for restoration of the building structural integrity will be on the account of the Owner of a Parcel and/or his Tenant or Lessee. Notwithstanding such repairs, any subsequent effect in and around the Building due to such damage shall be wholly and solely the responsibility and liability of the said Owner and/or his Tenant or Lessee. The said Owner and/or his Tenant or Lessee shall also fully indemnify the Management from any subsequent financial or legal costs and expenses or whatsoever liabilities and damages arising thereof. If any of such costs, expenses and damages is not settled immediately, it shall be charged to the Parcel and become a debt due to the Management from the Owner of the Parcel who shall also bear the costs of any legal proceedings taken against him

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for the recovery of the said debt.

- i) Where water proofed areas are being renovated, the warranty by the Developer on such water proofing during the defects liability period will immediately become null and void. It is important that the said renovation incorporates effective re-water proofing for the area. Otherwise, the Owner of a Parcel and/or his Tenant or Lessee shall bear the cost of re-water proofing including all future leakages and seepages arising thereof and shall also compensate for any loss, damages or damage to any Common Property or private property including their contents that is affected by the said renovation.
- j) The contractor of the Owner of a Parcel and/or his Tenant or Lessee is to ensure that he has received written approval from the Management before isolating or connecting any M&E services or power supply, telephone wiring, fire-fighting, air-conditioning and plumbing system.
- k) The Owner of a Parcel and/or his Tenant or Lessee or Contractor must provide a layer of approved protection covering for the floors and carpeted areas 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.
- l) The Owner of a Parcel and/or his Tenant or Lessee or Contractor shall ensure that all works carried out shall not in any way affect, deface, damage or destroy any of the existing structure or common areas/corridors of the Building.
- m) The Owner of a Parcel and/or his Tenant or Lessee or Contractor shall further ensure that there will be no interference or damage or destruction of any kind on the Building's fire protection system, emergency system, window mullion, telephone trunking box, sanitary piping, ceilings, walls, carpets, flooring and other electrical, mechanical and sewerage systems, etc. of the Building.
- n) **During renovation, every contractor undertaking renovation works in a Parcel must take all necessary precautions to avoid any form of damage whatsoever to the building, M&E systems, fire protection and alarm system, fixtures and fittings, walls, floors, ceilings and glass panels. The contractor is required to vacuum and clean the premises during and after the renovation period to the satisfaction of the Management.** The Owner of a Parcel and/or his Tenant or Lessee will be held responsible for any form of whatsoever damage howsoever caused to any whatsoever part of the Building during the course of his renovation works. If any of such damage is not rectified immediately to the satisfaction of the Management or any of such costs, expenses and damages thereof is not settled immediately, it shall be charged to the Parcel and become a debt due to the Management from the Owner of the Parcel who shall also bear the costs of any legal proceedings taken against him for the recovery of the said debt.

o) Electrical Works

- (1) In general, the Owner of a Parcel and/or his Tenant or Lessee shall appoint a competent person to assess the existing electrical infrastructure and to advise and design for the Owner and/or his Tenant or Lessee the electrical system meeting the requirements of the appropriate Authorities. Approval by the Management shall not be construed as an endorsement of the design/layout.
- (2) The Owner of a Parcel and/or his Tenant or Lessee shall engage a registered/ licensed electrical contractor approved by Jabatan Bekalan Elektrik (JBE)/Tenaga Nasional Berhad (TNB) to undertake the wiring works in accordance with the requirements of TNB/JBE/IEE and the Management.

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- (3) No electrical wiring works can be carried out without the Management's prior written approval. The Contractor appointed to undertake the works must submit detailed layouts/single line drawings/circuit diagrams indicating the locations of the proposed electrical points.
- (4) Adequate discrimination shall be designed for where there are several levels of protection as in earth fault or overload protection as per IEE Regulations.
- (5) All protective devices shall have adequate withstanding capacity against prospective fault level.
- (6) Every cable must adequately be protected with approved overload protection as per IEE Regulations.
- (7) Any new additional electrical wiring works should be properly installed with concealed cabling in an exposed and appropriately sized PVC (white coloured) casing and capping, neatly installed. Care must be taken not to hack any of the structural shear walls in the Parcels. Grooves should not be cut into the shear walls to conceal such wiring unless approved by the Management. Upon such approval, as-built plans/drawings must be submitted to the Management upon completion of the works.
- (8) Where applicable, the installations shall be tested and test results for submission to TNB shall also be submitted to the Management.
- (9) Any upgrade to any existing systems should be approved by the building consultants. A consultation charge may be imposed by the building consultants for vetting through the design; and the Owner of a Parcel and/or his Tenant or Lessee shall deal directly with the building consultants on such matters. Under no circumstances shall an electrical upgrade be carried out without the consent of the building consultants.

p) Air-Conditioning Works

- (1) Care must be taken not to hack any of the structural members in the Parcels. The outdoor compressors should be placed at the designated areas provided at specific locations in the Building for the individual Parcels.
- (2) The Owner of a Parcel and/or his Tenant or Lessee is responsible to engage a registered electrical contractor with Jabatan Bekalan Elektrik (JBE)/Tenaga Nasional Berhad (TNB) to undertake the wiring works in accordance with the requirements of TNB/JBE/IEE and the Management.
- (3) The Owner of a Parcel and/or his Tenant or Lessee shall follow all pipe/ electrical/ equipment routing/locations as already provided so as not to disfigure the common area or Common Property and/or any part of the Building. The Owner of a Parcel and/or his Tenant or Lessee shall reinstate at his risk and cost any damage (whether intentional or planned) to the Common Property like walls, roof, false/plaster ceiling, etc.
- (4) The Contractor appointed to undertake the works must submit proper drawings to the Management.
- (5) The Parcel must be securely installed with proper vibration isolators and acoustic insulation to avoid noise and vibration later. The Owner of a Parcel and/or his Tenant or Lessee shall be solely responsible for any damage to the Building resulting from the

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overflow/leaking of water from the air conditioning system or units in the Parcel.

- (6) All piping and electrical works are to be enclosed in white PVC casing and capping, neatly installed. Any other method of concealing is subject to the Managements approval.

r) Fire Protection System

- (1) All renovation works shall be deemed (upon submission of renovation plans) to have been designed by a competent person in compliance with all currents, especially BOMBA. The renovation incorporating the fire protection system shall be so done so as not to hamper any authority certification, insurance premiums and the like.
- (2) The owner of his tenant/lessees shall carry out any reinstatement at his risk and cost at any time if asked for by the relevant Authorities even after the renovation is completed.
- (3) All standalone fire alarm/protection system installed within the unit shall be monitored by the unit Owner/Tenant/Lessees. Adequate provisions shall be made to ensure that the unit Owner/Tenant

s) Plumbing Works

- (1) All plumbing works shall be carried out only by approved licensed plumber.
- (2) The appointed Contractor must submit proper drawings indicating the proposed works to be undertaken.
- (3) All works must be undertaken in accordance with the requirements of the buildings by-laws, DOE, etc.
- (4) Any new additional plumbing works should be properly installed with exposed ducts and pipes. Care must be taken not to hack any of the structural shear walls in the Parcels. Grooves should not be cut into the structural shear walls to conceal such ducts and pipes.
- (5) There must be no pipes running along the common corridor and staircase.
- (6) A proper drainage system must be installed and the outlet should be directed to the toilet. Damage to ceiling as a result of leaking to the under floor shall be borne by the Owner of a Parcel and/or his Tenant or Lessee.
- (7) All water supply must be sourced from the water supply point provided (if applicable) in the Parcel. Tapping off from points in the common areas or any other private Parcels is strictly prohibited. A penalty charge of RM200.00 per incident per day per Parcel will be imposed on the Owner of a Parcel and/or his Tenant or Lessee and will be deducted from the renovation deposit. If the renovation deposit is insufficient to cover the above charges, the remaining balance of such charges, if not settled immediately, shall be charged to the Parcel and become a debt due to the Management from the Owner of the Parcel who shall also bear the charges of any legal proceedings taken against him for the recovery of the said debt. The Management also reserves the right to bar the contractor from entering the Building.
- (8) All pipe works should properly pressure tested before connecting to the main supply to

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prevent water leakages in the future.

- (9) Every Owner of a Parcel and/or his Tenant or Lessee or contractor or workmen shall not discard or dispose any cement waste, slurry water from construction waste or grinding of floor tiles, rubbish, debris or any other items whatsoever through any of the floor traps, down pipes, sinks, basins and water closets in the Building so as to avoid any blockage thereof or any obstruction to the smooth flow of the discharged water and also the possibility of a backflow of such discharged water. In the event that any of such items is found to have originated from the Parcel, the Owner of the Parcel and/or his Tenant or Lessee shall be liable for all the costs and expenses for the replacement or repair to the damage or to prevent damage to the pipes, ducts, refuse chambers or any other parts of the Common Property and/or other Parcels. If such costs and expenses are not settled immediately, they shall be charged to the Parcel and become a debt due to the Management from the Owner of the Parcel who shall also bear the costs of any legal proceedings taken against him for the recovery of the said debt.

t) Water Proof Areas

- (1) Removal of the floor or wall tiles may damage the waterproofing system already laid into the floor or wall. Proper waterproofing measures must be reapplied to avoid water leakage to the lower floor, especially around the floor traps, pipes, joints and corners. It has to be highlighted here that the removal of any of the floor tiles or skirting wall tiles would straight away render the Defect Liability Period for such water proofing to become null and void, and cease to have further effect from the moment any of the original floor tiles or skirting wall tiles are removed. The Owner of a Parcel and/or his Tenant or Lessee shall obtain identical warranty from his own contractor and/or supplier such that his Parcel will not be left out from leakage warranty after changing to his new tiles.
- (2) To ensure that a proper layer of damp proof membrane is applied when changing floor tiles and/or wall tiles to any of the original water proof areas so as not to cause any floor leakages or condensation later. The damp proof membrane must be folded up to a height of not less than 100mm at the floor/wall joint.

u) Structural Integrity

Wherever the proposed renovation may impair the structural integrity of the Parcel or any part of the Building, the Owner of a Parcel and/or his Tenant or Lessee must obtain approvals for the proposed renovation before any such renovation works can be allowed to commence. Approvals shall be obtained from the appointed project civil and structural consultant and the appropriate Authorities; and such approvals shall be submitted to the Management for its consent prior to the commencement of the renovation works. All structural works shall comply with Uniform Building By-Laws and any other current laws governing them.

The Owner of a Parcel and/or his Tenant or Lessee shall indemnify and keep indemnified the Developer, Managing Agent and /or their representatives from whatsoever consequences howsoever arising due to the damage to the structural integrity on account of the renovation works including any errors and omissions by the Owner of a Parcel and/or his Tenant or Lessee.

v) Architectural or ID Works

The design shall comply with the current Uniform Building By-Laws and any other current laws

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governing these works. The design shall also be submitted to the Management for approval before the commencement of such works. In particular, the design must allow adequate path(s) for emergency escape.

w) Business Signboard

- (1) The Owner of a Parcel and/or his Tenant or Lessee may install the business signboard only in the prescribed size and dimensions at the designated location at the front of the Parcel subject to the prior consent of the Management.
- (2) The Owner of a Parcel and/or his Tenant or Lessee shall not install any other signage in any other place without obtaining prior approval from the Management. The Management may approve additional signage subject to certain conditions that the Management may impose from time to time.
- (3) The Owner of a Parcel and/or his Tenant or Lessee shall ensure that the design of the signboard and/or signage are tastefully done and complementary to the Building and does not offend the sensitivities of any class of persons or creeds. The Management shall reserve the right to remove any unsightly or offensive signboard or signage including making good any damage arising thereof at the sole costs and expenses of the Owner of a Parcel and/or his Tenant or Lessee. If such costs and expenses are not settled immediately, they shall be charged to the Parcel and become a debt due to the Management from the Owner of the Parcel who shall also bear the costs of any legal proceedings taken against him for the recovery of the said debt.
- (4) It will be the sole responsibility of the Owner of a Parcel and/or his Tenant or Lessee to ensure that necessary licensing from the appropriate Authorities is obtained, if required. Upon installation of the sign board, it will be deemed by the Management that all necessary Authorities' requirements have been fulfilled by the Owner/Tenant/Lessee of the Parcel.
- (5) The Owner of a Parcel and/or his Tenant or Lessee shall indemnify the Management from any legal and financial implications and whatsoever liabilities due to any form of non-compliance in the installation and display of such signboard and/or signage.

6.9 Completion of Renovation Work

- a) Upon the completion of renovation works in a Parcel, and, where applicable, subject to the approval of the relevant Authorities, the Owner of the Parcel and/or his Tenant or Lessee is to write to the Management for a joint inspection of the Parcel. At the joint inspection, the Managements' representative will determine if any damage whatsoever was done to the Building or any part of the Building; and if so to ascertain the costs of repairing or rectifying such damage and all costs and expenses incurred thereby including but not limited to any additional administrative costs and other chargeable costs shall be deducted from the renovation deposit. If the renovation deposit is insufficient to cover such costs and expenses, the remaining balance of such costs and expenses, if not settled immediately, shall be charged to the Parcel and become a debt due to the Management from the Owner of the Parcel who shall also bear the costs of any legal proceedings taken against him for the recovery of the said debt.
- b) Where applicable, the Owner of the Parcel and/or his Tenant or Lessee shall submit all as built drawings duly certified by the appropriate Authorities and/or competent persons (PE, Certified Electrician, etc.). All as built drawings must be submitted in hard copy print-outs (two sets in A0,

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two sets in A3 and two sets in A4).

- c) Where Professional Engineers, Authorities, etc. have earlier certified or given approvals for the proposed works in a Parcel, the Owner of the Parcel and/or his Tenant or Lessee shall obtain from them a certificate of completion and compliance for the works carried out and submit a certified true copy of the same to the Management for record purposes.

6.10 Cautions

- a) Cleaning: Excessive water should not be used when cleaning/washing the floors of the Parcel. This may cause damage or seepage to the floors and subsequent seepage to the ceiling slabs of the Parcel below.
- b) Floor traps: The Owner of a Parcel and/or his Tenant or Lessee shall regularly clean and clear up materials stuck in the gratings of the floor traps in any wet areas within his Parcel (if applicable) so as to prevent water ponding which may cause water leakages to the Parcel(s) below. The Owner and/or his Tenant or Lessee should not throw any objects, no matter how small or fine, into the floor traps.
- c) Encroachment into areas outside the Parcel: Every Owner of a Parcel and/or his Tenant or Lessee shall ensure that they do not encroach on to any other area not assigned to the Parcel without prior written approval. The Management however has the sole discretion to accept or reject such request without the need to assign any reason.

6.11 Sound Proofing of Floors

- 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 Parcels in the Building shall be taken by every Owner of a Parcel and/or his Tenant or Lessee:-
 - i) The thickness of the concrete floor slabs shall be maintained at its original thickness of not less than 125 mm thick. This is because thin or porous concrete floor slabs will give rise to sound transmission from the upper Parcel to the lower Parcel.
 - ii) Where the existing floor tiles/finishes will be hacked out, the cement screed to receive the new floor tiles/finishes must be thoroughly mixed with a rich cement: sand ratio of at least 1:3 and a thickness of not less than 50 mm for good bonding of the new floor tiles/finishes. This is because 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 Parcel to the lower Parcel.
 - iii) Where the existing floor tiles/finishes will 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 new floor tiles/finishes due to poor bonding will give rise to "echoing effect" sound transmission from the upper Parcel to the lower Parcel.
 - iv) 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 paragraphs (i) and (ii) above have to be strictly followed. The hollowness or air space in the existing floor tiles/finishes due to poor bonding or cement screed shrinkage

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will give rise to “echoing effect” sound transmission from the upper Parcel to the lower Parcel.

- b) If the renovation work of any Owner of a Parcel and/or his Tenant or Lessee 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 not complying fully with the above mentioned preventive measures, the Owner of the Parcel and/or his Tenant or Lessee 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. 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 and expense of the Owner of the Parcel and/or his Tenant or Lessee. If such cost and expense are not settled immediately, they shall be charged to the Parcel and become a debt due to the Management from the Owner of the Parcel who shall also bear the costs of any legal proceedings taken against him for the recovery of the said debt.
- c) The Management has the right to enter any Parcel undergoing renovation at any time during the prescribed renovation hours to check for compliance of the renovation work with the above preventive measures; and to take all necessary actions including stop work order if the renovation work is found not in compliance with the above preventive measures.
- d) Notwithstanding the above, the Owner of the Parcel and/or his Tenant or Lessee shall be solely held responsible for any non-compliance of the provision herein; and the Owner and/or his Tenant or Lessee shall indemnify and keep indemnified the Management against whatsoever damages, claims, proceedings and actions brought or instituted against the Management arising from the failure of the Owner and/or his Tenant or Lessee to comply with the provision herein.

6.12 Contractors and Workmen

- a) List of names and NRIC numbers of workers who will carry out renovation works during/after Working Hours shall be given to the Management at least one (1) day before commencement of work. All contractors and their workers must produce their identification document/papers or work permits (for foreign workers) for registration at the Management Office each time they enter the Building for renovation works. Each contractor/worker will be given a security pass/tag which must be worn visibly at all times. The security pass/tag must be returned to the Management Office before the contractor /workers leave the Building. The Management reserves the right to refuse entry or evict any of the contractors/workers who have infringed and failed to adhere to any of the rules and regulations herein (including any amendments or variations as may be imposed by the Management from time to time) and/or any of the House Rules.
- b) Every contractor and his workmen must report to the security checkpoint before entering the Building; and they must produce the original Contractor's Entry Permit to the security personnel each day prior to carrying out their renovation works. Failing which, the Management and/or the security personnel shall have the right to refuse entry to them.
- c) The Owner of a Parcel and/or his Tenant or Lessee has to ensure that his Contractor has taken out adequate insurance coverage including but not limited to worker's compensation insurance and all risk policy to cover public liability, fire and water. Copies of the policies must be furnished to the Management. The Common Property and/or any part of the Building, which may be damaged by negligence of the contractor in the course of renovation, shall be covered under the Contractor's All Risk Insurance wherein its cover period shall extend three (3) months beyond date of completion of renovation as some latent damage may not readily be detected.

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- d) The access route by the contractors and their workmen to a Parcel under renovation shall be determined by the Management and/or the security officer.
- e) The Owner of a Parcel and/or his Tenant or Lessee shall be fully responsible for the conduct and behavior of his appointed contractors and workmen. Any foreign workman engaged to carry out any of the renovation works must possess valid work permit issued by the appropriate Authorities; and the Owner of the Parcel and/or his Tenant or Lessee shall indemnify and keep indemnified the Management against whatsoever summonses, claims, proceedings and actions brought or instituted against the Management arising from the engagement of any of such foreign workmen without the said valid work permit.
- f) No illegal immigrants shall be employed as workers by the Owner of a Parcel and/or his Tenant or Lessee or contractors in carrying out the renovation works. The Management shall not be held responsible for such act or acts by the Owner and/or his Tenant or Lessee or contractors; and the Owner of the Parcel and/or his Tenant or Lessee shall indemnify and keep the Management harmless from all consequences arising there from.
- g) The Owner of a Parcel and/or his Tenant or Lessee shall ensure that his appointed contractors and workmen are all properly attired and shall restrict themselves to his Parcel in which they are working. They are strictly prohibited at all times from loitering about in the Building. All workers shall cooperate fully with the security personnel with regards to the building security and the By-Laws; failing which, they shall be evicted and/or banned from entering the Building to work.
- h) The Owner of a Parcel and/or his Tenant or Lessee shall ensure that his appointed contractors and workmen do not spoil or damage any part of the Common Property and/or other Parcels.
- i) It is the responsibility of the Owner of a Parcel and/or his Tenant or Lessee to ensure that his appointed contractors and workmen keep the doors and windows of his Parcel fully closed so that the dust from the renovation works do not spread to the other Parcels, common corridors, lobbies, staircases and other parts of the Common Property.
- j) In the event that the renovation works dirty any of the other Parcels, common corridors, lobbies, staircases and other parts of the Common Property, the contractor and his workmen shall immediately clean up the said areas. Failing which, the Management will clean up such areas without any further notice to the said contractor and his workmen; and the cost incurred thereof shall be deducted from the renovation deposit; and, if there is insufficient money in the renovation deposit, the remaining balance of such cost, if not settled after expiry of notice served, shall be charged to the Parcel and become a debt due to the Management from the Owner of the Parcel who shall also bear the costs of any legal proceedings taken against him for the recovery of the said debt.
- k) At the end of each day before leaving the Building, the contractor and his workmen shall clean up their renovation debris, dirt and dust, if any, caused to any of the other Parcels, common corridors, lobbies, staircases and other parts of the Common Property. Failing which, the Management will clean up such areas without any further notice to the said contractor and his workmen; and the cost incurred thereof shall be deducted from the renovation deposit; and, if there is insufficient money in the renovation deposit, the remaining balance of such cost, if not settled immediately, shall be charged to the Parcel after seven (7) days' notice and become a debt due to the Management from the Owner of the Parcel who shall also bear the costs of any legal proceedings taken against him for the recovery of the said debt.
- l) Every Parcel in the Building shall be STRICTLY PROHIBITED to be used as a showroom or a place for the canvassing of business by any contractor or his representatives or workmen. The Management and/or the security personnel have the right to evict and/or ban such contractor,

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his representatives and workmen from entering the Building and/or forfeit the renovation deposit of the Owner of the Parcel and/or his Tenant or Lessee. The Management also reserves the right to bar the contractor for entering the Building irrespective of whether the contractor has other renovation works going on for other Owners.

- m) It is the responsibility of the Owner of a Parcel and/or his Tenant or Lessee to ensure that his contractor or the representatives of his contractor or workmen DO NOT stay overnight or reside in his Parcel before, during and after the renovation period. The Management and/or the security personnel have the right to evict and/or banned such contractor, his representatives and workmen from entering the Building and/or forfeit the renovation deposit of the Owner of the Parcel and/or his Tenant or Lessee. The Management also reserves the right to bar the contractor for entering the Building irrespective of whether the contractor has other renovation works going on for other Owners.
- n) Notwithstanding any of the provisions herein, the Management reserves the absolute right and discretion to bar any contractor and his workmen from entering the premises on the following day if the contractor or any of his workmen is found carrying out the renovation works after 6.00 p.m. (Retail) / 5.30 p.m. (Service Apartment) on weekdays or after 1.00 p.m. on Saturdays unless special written approval for a specified period has been given by the Management for purpose of hacking or drilling works. In the event that the same contractor or any of his workmen is found in breach of this regulation after two (2) notices have been served for two (2) such repeated breaches, the said contractor and his representatives and workmen shall be barred permanently from entering the Building. The Management also reserves the right to bar the contractor for entering the Building irrespective of whether the contractor has other renovation works going on for other Owners.
- o) Notwithstanding the above, the Management reserves the absolute right and discretion to bar any contractor and his representatives and workmen from entering the Building if the contractor or any of his representatives and workmen is found to be deliberately in breach of any of the rules & regulations for renovation works herein and/or any of the House Rules.

6.13 Breach of Rules and Regulations

For any breach of the rules & regulations governing renovation works and/or any of the House Rules, the Management reserves the absolute right and discretion to levy a noncompliance charge of RM200.00 for each breach except and save for the non-compliance charges prescribed in the provisions hereto. The non-compliance charge shall be deducted from the renovation deposit; and, if there is insufficient money in the renovation deposit, the non-compliance charge shall be charged to the Parcel and become a debt due to the Management from the Owner of the Parcel who shall also bear the costs of any legal proceedings taken against him for the recovery of the said debt.

6.14 Maintenance Repairs, Maintenance Contractors & Repairmen

- a) All major repairs to the internal walls, ceilings and floors of any Parcel shall be subject to the prior written approval of the Management and may be subject the prevailing rules and regulations re: renovation works PROVIDED ALWAYS that, prior to issuance of its approval, the Management shall be entitled to require the settlement of all 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 to take proceedings as agent for an Owner in case of defects to the Parcel) in respect of the Parcel. Failure to obtain such approval shall subject the Owner and/or his Lessee or Tenant to a charge of RM200.00.

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- b) For those small and minor repairs, approval is not required but the Management may at its sole discretion impose any or all of the aforesaid requirements if it deems fit and necessary. However the Owner of a Parcel and/or his Tenant or Lessee shall keep informed the Management such activities.
- c) The Owner of a Parcel and/or his Tenant or Lessee shall ensure relevant equipment are properly maintain so as to not to cause any disturbances or hindrance to the functioning of the other Parcel Owners/Tenants/Lessees. Any malfunctioning equipment/system installed shall be immediately repaired including any damage to the property belonging to other Parcel Owners/Tenants/Lessees or the Management.

6.15 Work Safety, Health and Environment Precautions

- a) The Owner of a Parcel and/or his Tenant or Lessee and the contractor shall ensure that all safety and health precautions are taken at the time of doing the renovation and/or repair works.
- b) The Owner of a Parcel and/or his Tenant or Lessee and the contractor shall ensure that all those involved with the renovation and/or repair works are properly attired with personal protective equipment (PPE) like safety shoes, goggles, gloves, etc. appropriate for the type of work.
- c) The Owner of a Parcel and/or his Tenant or Lessee and the contractor shall ensure that the workers are adequately trained in health, safety and environment (HSE) aspects pertaining to their skill/expertise of work.
- d) All equipment used shall be in good working order so as to not to cause any danger/hazard to the workman using the equipment and his adjoining workman. The equipment shall not also cause any fault/hazard/danger to any part of the building or services.
- f) No inflammable or combustible materials are allowed to be stored in any part of the building at all times during the renovation and/or repair works without prior written consent of the Management. Where the work requires the use of inflammable/ combustible material (e.g. for brazing, welding, etc.), adequate and appropriate precautions are to be taken (e.g. flashback arrestors, portable fire extinguishers, protective apparels, etc.)
- g) Where there is a possibility of a hazard (e.g. fire due to welding) the Owner of a Parcel and/or his Tenant or Lessee and the contractor shall take necessary precautions (e.g. fire extinguishers, flashback arresters, etc.) to mitigate the hazard.
- h) The Management reserves the right to stop the renovation and/or repair works if it is deemed that any of the works being carried out is in breach or liable to be in breach of the safety and health precautions including the HSE requirements. The Management also reserves the right to report such non-compliances to the relevant Authority. The Management shall not be liable to compensate for the renovation and/or repair cost overrun due to such stop work and such cost shall be borne solely by the Owner and/or his Tenant or Lessee. However, the onus of complying to all the requirements lies solely with the Owner of a Parcel and/or his Tenant or Lessee and the contractor; and any errors and omissions by the Management in not highlighting the breach in HSE requirements shall NOT absolve the Owner and/or his Tenant or Lessee and the contractor from any consequences arising from the failure to comply with the HSE requirements. The Owner and/or his Tenant or Lessee shall indemnify the Management and its representatives from any financial and/or legal repercussions or any other consequences arising due to any incident/accident arising out of such non-compliance.
- i) The Management shall not be liable at all times for any personal injuries or deaths collectively as

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“accidents”) that may befall for any reason whatsoever on the Owner of a Parcel and/or his Tenant or Lessee and the contractor including the contractor’s employees, servants or agents at the Building during the renovation and/or repair works. The Owner of a Parcel and/or his Tenant or Lessee shall indemnify the Management in full in the event any claims is made against the Management in respect of the aforesaid accidents.

- j) The Owner of a Parcel and/or his Tenant or Lessee shall be fully liable to the Management for any damages, loss expenses or costs suffered by the Management arising from his Contractor’s negligence and/or default and the Owner and/or his Tenant or Lessee shall keep the Management indemnified against any claim by any third party arising out of the negligence or default of the Owner and/or his Tenant or Lessee and the Contractor in carrying out the renovation and/or repair works under these rules and regulations.
- k) Notwithstanding what has been mentioned in the provisions herein, the onus of ensuring that the safety and health of the Owner of a Parcel and/or his Tenant or Lessee, his appointed contractors and their workers, the Management or its representatives, other Occupants who have occupied other Parcels in the Building or any third party shall be fully and solely the responsibility of the Owner of the Parcel and/or his Tenant or Lessee and his appointed contractors where the renovation and/or repair works are going on, irrespective of whether or not the Management or anyone else has explicitly or implicitly highlighted any inadequacy in the safety and health standards. Owner of the Parcel and/or his Tenant or Lessee shall absolve and indemnify the Management or its representatives from any financial or legal implications should there be any such situation.

NOTICE:

The Management reserves the right to alter, modify, delete or add any new terms, conditions and/or rules and/or regulations as may be deemed necessary solely at the Management’s discretion with reasonable notice to the Owners of the Parcels and/or their Tenants or Lessees.