



**NOVUM**  
SOUTH BANGSAR

# BY-LAWS

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for RESIDENSI ERA NOVUM

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**BY-LAWS**

<b>PART A</b>	<b>BY-LAWS</b>
<b>1.0</b>	<b>PRELIMINARY</b>
1.1	Application
1.2	Interpretation
<b>2.0</b>	<b>THE MANAGEMENT CORPORATION</b>
2.1	Functions of The Management Corporation
2.2	Powers of a Management Corporation to impose a fine
<b>3.0</b>	<b>THE PROPRIETOR</b>
3.1	General duties of a proprietor
3.2	General prohibitions for a proprietor
3.3	Prohibition of nuisance
3.4	Appearance façade and colour of the exterior of parcel
3.5	Keeping of animals
3.6	Drying of laundry
<b>4.0</b>	<b>THE COMMON PROPERTY</b>
4.1	Use of lifts
4.2	Water & Electricity in Common Area
4.3	Water Supply to Parcel Unit
<b>5.0</b>	<b>VEHICLES</b>
5.1	Car Park
<b>6.0</b>	<b>DISPOSAL OF SOLID WASTE</b>
6.1	Solid waste disposal
<b>7.0</b>	<b>RENOVATIONS</b>
7.1	Renovation works and repairs
7.2	Restrictions in renovation works
7.3	Other prohibitions
<b>8.0</b>	<b>DEFECTS TO PARCELS AFFECTING SUPPORT OR SHELTER</b>
8.1	Inter-floor leakage
<b>9.0</b>	<b>USE OF COMMON FACILITIES</b>
9.1	General Rules on Use of Common Facilities
9.2	Swimming Pool
9.3	Multipurpose Hall
9.4	BBQ Area
9.5	Cafeteria / Gourmet Living
9.6	Business Centre (Conference and Meeting Rooms)
9.7	Squash
9.8	Children's Playground
9.9	Gymnasium
9.10	Outdoor Gymnasium
9.11	Kickboxing
9.12	Dancing Studio
9.13	Meditation Deck
9.14	Tea House
9.15	Sky Garden

	9.16	Sauna
<b>10.0</b>		<b>SECURITY</b>
	10.1	Security Access Control System
	10.2	Closed-circuit Television (CCTV)
	10.3	Visitor Management System
	10.4	Intercom System
<b>11.0</b>		<b>MOVE IN / OUT</b>
	11.1	Management Corporation's Approval
	11.2	Moving Deposits, Operating Hours & other Charges
	11.3	Use of Lift / Common Property
	11.4	Clearance & Removal of Rubbish / Debris
	11.5	Conduct & Behaviours of Contractors
	11.6	Indemnity
<b>12.0</b>		<b>INSURANCE</b>
	12.1	Insurance
<b>PART B</b>		<b>RELATED CHARGES/FINES, DEPOSITS AND OPERATING HOURS (REVISED)</b>
<b>APPENDIX I</b>		<b>THIRD SCHEDULE OF THE SRATA MANAGEMENT (MAINTENANCE AND MANAGEMENT) REGULATIONS 2015</b>
<b>APPENDIX II</b>		<b>ADDITIONAL BY-LAW: IN RELATION TO ANIMALS AND PET OWNERSHIP FOR RESIDENSI NOVUM</b>

**PART A: BY-LAWS**

**1.0 PRELIMINARY**

**1.1 Application**

(a) In order to achieve the common goal of communal living, and peaceful and harmonious use and enjoyment of the Development Area, the co-operation of proprietors and their agents, tenants, lessees, licensees, guests and invitees in complying with all these By-Laws is required. Proprietors and their agents, tenants, lessees, licensees, guests and invitees shall be bound by these By-Laws.

(b) Unless repugnant to the context, all terms, interpretations and definitions used under the **THIRD SCHEDULE of the Strata Management (Maintenance and Management) Regulations 2015** as attached in Appendix I and under these By-Laws shall be deemed to have the same interpretations and meanings and in the event of a conflict, the provisions under the **THIRD SCHEDULE of the Strata Management (Maintenance and Management) Regulations 2015** shall prevail. Any stipulation or provision contained in these By-Laws which is found to be illegal, prohibited and/or unenforceable as a result of any existing and/or subsequent legislation shall be ineffective to the extent of such illegality, prohibition and/or unenforceable without invalidating the remaining by-laws, stipulation or provision and/or part thereof.

**1.2 Interpretation**

All references to provisions of statutes include such provisions as may be amended or re-enacted from time to time.

Words applicable to natural persons include anybody or persons, company, corporation, firm or partnership and vice versa.

Words importing the singular number shall include plural number and vice versa.

Words importing the masculine gender shall include the feminine and neuter gender and vice versa.

(a) **"Accessory Parcel"** means any parcel shown in an index and storey plan as an accessory parcel which is used or intended to be used in conjunction with a parcel which includes car park lots.

(b) **"Agent"** refers to any real estate agent, negotiator or any person to act on behalf of a proprietor for any sale and/letting of his Parcel.

(c) **"Charges"** means any money collected to be deposited into the maintenance account.

(d) **"Common Facilities"** means any and/or all such facilities and services serving the said Development Area as more particularly described in the Second Schedule of the SPA including but not limited to the swimming pool, multipurpose hall, BBQ area, cafeteria / gourmet living, business centre, squash, gymnasium, kick boxing open deck, dancing studio, sky gardens, Management office, guardhouse, children's playground, space(s) for any common or sporting activities, and all other facilities capable of being used or enjoyed in common by the proprietor and the other proprietors, and/or such facilities and services as may be provided from time to time by the Developer, or The Management Corporation;

(e) **"Common Property"** in relation to a Development Area intended for subdivision into parcels, means so much of the development area:-

(i) as is not comprised in any parcel and

(ii) used or capable of being used or enjoyed by occupiers of two or more parcels.

(f) **"Development Area"** refers to the buildings comprising the individual parcels, the accessory parcels and the common property which are collectively known as 'Residensi Era Novum'.

- (g) **"Guest"** refers to any person who is not a proprietor and shall presence in the Development Areas is at the invitation of a proprietor or a resident, which includes servicemen and contractors.
- (h) **"Maintenance Account"** is defined in accordance with the Strata Management Act 2013 & Regulations and shall comprise Charges, 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, levies, damage, 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 his Parcel.
- (i) **"Parcel"** means any one of the individual units comprised in the subdivided Development Area which is held under a separated Strata Title.
- (j) **"Proprietor"** refers to person, who owns the Parcel and who has legal title of the same.
- (k) **"Resident"** refers to any person(s) lawfully occupying the Parcel(s) which includes the Proprietor, his/her other occupant(s) and Tenant(s), but excludes Guest(s).
- (l) **"Sinking Fund Account"** means an account required to be opened and maintained by the Developer, Joint Management Body (JMB), Management Corporation (MC) or subsidiary management corporation under section 11, 24, 51, 61 or 67 of the Strata Management Act 2013 & Regulations.
- (m) **"Tenant"** means a person and his/her other occupant(s) lawfully occupying the Parcel(s) for a fixed term pursuant to a tenancy agreement or tenancy arrangement.
- (n) **"The Management"** shall be construed as a reference to the developer (during the developer's Management Corporation period and during the preliminary Management Corporation period), joint Management body or the subsidiary Management Corporation, as the case may be.

## **2.0 THE MANAGEMENT CORPORATION**

### **2.1 Functions of the Management Corporation**

- (a) Maintain the cleanliness of the Common Property including the collection of any rubbish, debris and/or other waste materials;
- (b) Maintain the lighting of such roads, driveways, footpaths, and other common areas which are part of or are comprised in the Common Property and where applicable;
- (c) Manage the provision of the security services within the Common Property and where applicable;

### **2.2 Powers of a Management Corporation to Impose a Fine**

- (a) The Management shall be entitled to impose **Two Hundred Ringgit Malaysia (RM200.00)** against any resident or his guests who are in breach of any of the above mentioned by-laws and standard operating procedures of the Management. The fine shall be a debt due to The Management and shall be deposited into the maintenance account upon payment.
- (b) In addition to the above, the Management shall also be entitled to impose an appropriate fine for each and every breach.

## **3.0 THE PROPRIETOR**

### **3.1 General Duties of a Proprietor**

- (a) A proprietor shall at his own costs and expenses within seven (7) days from the date of The Management's written request to the proprietor forthwith repair and make good all defects in and to the Parcel and any parcels adjoining, adjacent, below and above that may be affected by

the failure of the proprietor to keep his Parcel in good and substantial repair and condition or arising from any renovation works referred to Section 8.0 in **THIRD SCHEDULE** of the **Strata Management (Maintenance and Management) Regulations 2015** hereof.

In particular, the cost of making good any inconvenience, leak, stain or damage to the Common Property and any other parcels adjoining, adjacent, below and above that may be affected by the failure of the proprietor to keep his Parcel in good and substantial repair and condition including liabilities whatsoever arising thereof shall be borne solely by the proprietor. In the event the proprietor fail to repair and make good such defects or damages within the abovementioned time frame, The Management shall be entitled, at its absolute discretion, to repair and make good such defects and damages and all costs and expenses for and incidental to the same shall be borne by the proprietor and be paid by the proprietor to The Management within seven (7) days from the date of The Management's written request / notice for payment thereof and shall be deemed as a debt due from the proprietor to The Management on the expiry of the said seven (7) days period and forthwith recoverable by action in any court of competent jurisdiction from The Management including legal costs on a full indemnity basis.

- (b) Keep clean and hygienic his Parcel and take all practicable measures to prevent any infestation by any pests or vermin.
- (c) Ensure care taken when cleaning areas adjoining the external walls so as to prevent water from running down the exterior of the Development Area or into other parcels.
- (d) Furnish the Management, his current mailing address, email address and contact telephone number and other relevant information which the Management may require from time to time.
- (e) Letting out of the parcels
  - (i) A proprietor shall give a written notice to The Management of his intention to let his Parcel and shall promptly furnish The Management with particulars of the tenants concerned including a copy of the tenancy agreement, and such other information as The Management may require from time to time. Failing which, The Management may, without prior notice, deactivate the access cards until such time all information has been furnish to The Management.
  - (ii) A proprietor shall also notify and furnish The Management with particulars of any changes of tenants occupying their Parcel seven (7) days in advance.
  - (iii) Subject to a payment of hundred ringgit (RM100), on behalf of the proprietor, The Management shall issue a copy (PDF) of by-laws.
  - (iv) A proprietor shall be responsible for ensuring that his agents, tenants and guests comply with the by-laws set by The Management on the use and enjoyment of the Development Area and he shall be personally and vicariously liable for any damage caused by his agents, lessees, tenants, lawful servants, licensees, invitees or guests.
  - (v) Once a Parcel is rented out, the entitlement to the use of the Common Areas and common facilities shall be automatically transferred from the proprietor to the tenant, and the proprietor's entitlement to use such facilities shall cease.
- (f) Short-term Rental
  - (i) Defines as any stay that is less than one (1) month.

- (ii) The proprietor must register with Commissioner of Building of Dewan Bandaraya Kuala Lumpur and furnish a copy of proof of registration to The Management.
- (iii) The proprietor must notify The Management in writing that his parcel is used for short-term stay. The guest(s)'s details must be registered with The Management seven (7) days prior to the commencement of the stay, providing details of the guest(s)'s name, nationality, home address and a photocopy of Identification Card / Passport of every guest. The Management has absolute right to approve or to reject any application.
- (iv) The number of guest allowed per bedroom should not more than two (2) guests at all times.
- (v) The check-in time and the security deposit are stated under **Part B: Related Charges, Deposits and Operating Hours**.
- (vi) The proprietor must display the operating permit on his Parcel's front door at all-time which shall be obtained from The Management.
- (vii) The Management has absolute right to regulate this additional by-law. A system of check-in and check-out may be determined by The Management and subject to changes without prior notice.
- (viii) The proprietor shall apply a special colored access card from The Management for the usage of their guest(s) at a nominal of ringgit hundred (RM100) per card which is non-transferable and must be return to security at check-out.
- (ix) All guests must sign off a copy of the by-laws which shall be provided by the proprietor. The Management has absolute right to request and retrieve the signed copy.
- (x) The proprietor shall acquaint with the by-laws, and to keep and cause to keep the guest(s) to be fully acquainted with the same.
- (xi) The guest(s) or the operator(s) who operate or cause to operate short-term stay in the said Parcel shall have no claim, however or whatsoever caused, with The Management. Such guest(s) or operator(s) shall be liable for any damage claimed by third party or damages caused to the Common Property as a result of the act or omission by them.
- (xii) The proprietor shall agree and undertake the full indemnity for The Management against increase of insurance premium and the increase costs and expenses to maintain and manage the guest(s) and against all detrimental consequences attributed to non-compliance of the by-laws by the guest(s).
- (xiii) The proprietor shall absolve The Management from all detrimental consequences attributed to the failure of the proprietor to take necessary and reasonable duty of care for the guest(s) in the said Parcel and/or the Common Property thereof.
- (xiv) Notwithstanding the provision of sub-section 34(1)(b) of the Strata Title Act 1985 (Act 318) the right of user in relation to the Common Facilities and Common Property shall not pass or subrogate to the guest(s) and by operation of law.
- (xv) Should any parcel be found to have occupying more than maximum permitted number of guests, the proprietor will subject to additional charge as per **Part B: Related Charges**,

**Deposits and Operating Hours** and it is to be billed into his maintenance fund and shall be a debt to The Management.

- (xvi) The Management shall deactivate all access cards issued to the Parcel should any guests found violating the by-laws for a minimum of three (3) offences in a month.
  - (xvii) The Management shall utilize the security deposit (via a written notice) to carry out any repairs and make good of any damages caused by the guest(s).
  - (xviii) The proprietor shall maintain the security deposit at all times, failing which The Management shall deactivate all the access cards issued to the Parcel after thirty (30) days from the date of written notice.
  - (xix) Should any guest found committing indecent behaviours or suspicious activities in the Parcel, The Management has absolute right to lodge a report to the relevant authorities.
  - (xx) Should any guest or operator who operate or cause to operate fail, neglect and refuse to comply with any of the by-laws, the proprietor will be liable for a fine for every incident and to be billed into their maintenance fund and shall be a debt to The Management.
- (g) **Appointment of Agent**
- (i) A proprietor shall fill up authorisation form in the Management Office for such appointment.
  - (ii) The Management shall have the right to restrict or deny access into the Development Area to any agent notwithstanding that such agent shall be in possession of a valid access card and/or a written authorisation from the proprietor, save and except where the prior written consent of The Management has been obtained.
  - (iii) A proprietor shall at all times be held responsible for the behaviour and discipline of any agent and the proprietor shall ensure that such agent does not distribute any pamphlets, advertisements, and/or any other document(s) of whatsoever nature which gives any details on the availability of the said Parcel for sale or rent to the other proprietors and/or affix any pamphlets, advertisements, banners, posters, stickers and/or any other documents of whatsoever nature which gives any details on the availability of the said Parcel for sale or rent on any notice board in the Common Property and/or on any part of the Development Area, save and except where the prior written consent of The Management has been obtained for such affixation.
  - (iv) Notwithstanding anything contained herein, in the event that it is discovered that any proprietor has passed any access card belonging to them to any agent, without having first obtained the prior written approval of The Management, The Management shall have the absolute right to disable the said access card(s) without any notice to the proprietor. The Management will impose a charge of Fifty Ringgit Malaysia (RM50) for the reactivation each of his access card.
  - (v) In the event that any agent is found to be in breach of any of the provisions of this Additional By-law, The Management shall have the absolute right to treat any agent as trespassers and such agent(s) may be requested to leave the said Parcel and/or the Development Area immediately without any notification or explanation given to the proprietor.



- (vi) All agent(s) shall only be granted access to the said Parcel and/or the Development Area from 9.00 a.m. to 9.00 p.m. daily or as may be amended from time to time by The Management at the sole and absolute discretion of The Management.

**3.2 General Prohibitions of a Proprietor**

- (a) A proprietor of serviced apartment unit shall not-
  - (i) Use the parcel for any other purposes except for dwelling purposes.
  - (ii) Carry out any business or trades in connection with the supply of items or services for funerals and other funeral related occasions in, on or about the Parcels or within any part of the Development Area.
  - (iii) Organise sale auction in the Development Area or any part of the Common Property without the prior written approval from The Management, except with the court's notice.
  - (iv) Video/film any part of the Common Property for commercial use or to be posted on any website without the prior written approval from The Management.
  - (v) Burn incense, joss sticks, candle or engage in chanting prayers making offerings at the Common Property.
  - (vi) Erect any shrine for any purpose at or on any part of the Common Property saves for within his Parcel in which the shrine shall be discretely and properly placed or erected.
  - (vii) Set up any tent or canopy that may encroach into any part of the Common Property in the Development Area without prior written approval of The Management.
  - (viii) Allow more than the number of occupants as per Local Government Act 1976 to avoid any overcrowded issues.
- (b) A proprietor of retail unit shall not-
  - (i) Use the parcel for any other purposes except for commercial purposes which are permitted by the relevant authorities and The Management.
  - (ii) Where the proprietor uses or allows the retail unit to be used as a food and beverage (F&B) outlet, the Resident shall or shall cause its operator to install a grease trap for filtering spent oil/oil as per the approved relevant authority's requirements.
  - (iii) Carry out any business or trades in connection with the supply of items or services for funerals and other funeral related occasions in, on or about the Parcels or within any part of the Development Area.
  - (iv) Remain open for business at or during any time prohibited by law for that class of premises or the business carried on therein.
  - (v) Use any part of Development Area 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, and annoyance of whatever nature or give reasonable cause for complaints from The Management and/or any of the other owners or occupiers of the other parcels.

**3.3 Prohibition of Nuisance**

- (a) No fireworks are allowed within the Common Property which will cause any nuisance or annoyance to or endanger any other proprietors or persons in the Development Area.

- (b) Not to create any noise of whatsoever description likely to interfere with the quiet, peaceful and lawful enjoyment of other proprietors or any lawful occupiers or any person lawfully using the Common Property.
- (c) Do not sound his car horns unnecessarily so as not to cause disturbance or annoyance to other proprietors in the Development Area.
- (d) Legal indoor games may be played within any Parcel, provided no excessive noise shall be emitted, causing nuisance or disturbance to the neighbours or any other proprietors in the Development Area.
- (e) The Management reserves the right to take whatsoever action it deems necessary (including calling the police and seeking legal recourse) to stop the infringement or nuisance, and the party concerned shall be liable for and shall indemnify The Management against all costs incurred as a consequence thereof.
- (f) Whilst the Management will endeavour to attend to complaints by a proprietor against other proprietors and to extend all help as deemed necessary in its sole and absolute discretion, no further action will be taken where it is the opinion of The Management that such complaints are unreasonable, frivolous and vexatious or without merits. The decision of The Management will be final.

**3.4 Appearance Façade and Colour of the Exterior of Parcel**

- (a) No satellite dish or such other similar equipment shall be hung from or affixed or attached to the exterior of any Parcel or any part of the Development Area.
- (b) No air-conditioning condenser(s) or such other similar equipment(s) shall be hung from or affixed or attached to the exterior of any Parcel or any part of the Development Area, except in the designated air-conditioning ledges.
- (c) No opening(s) or alteration of the facade in any way whatsoever including but not limited to, any openings for the installation of air-conditioning or exhaust fans are allowed.
- (d) No shade, awning, show-board, placard, name-plate, signboard, advertisement, notice or emblem of any description shall be affixed, inscribed or exhibited by any means on the Common Property or the exterior of any Parcel or the windows or doors thereof without the prior written approval of The Management.

**3.5 Keeping of Animals**

- (a) A Resident shall not keep any particular animal in his Parcel or on the Common Property thereof that may cause annoyance or nuisance to the other Resident(s) or which may be dangerous to the safety or health of the other Resident(s) or which contravenes any written law or rules and regulations of the relevant authority.

**Type of prohibited animal/pet**

- (i) Big size dog is defined by height of which is not able to be carried inside a standard size pet carrier to be determined by the relevant authorities and The Management.
- (ii) The type of dog that caused noise and nuisance to other Resident(s).
- (iii) Exotic pet such as any type of snakes, spiders, venomous or dangerous insect such as scorpions and any other pet which may cause harm to the safety of other Resident(s).
- (iv) Livestock animal/pet such as chicken, duck, pigeon, goat, sheep, cow, pig and any other type of animal/pet which is deemed prohibited by the Management.

- (b) Pet(s) should be kept strictly within the Parcel and shall not be allowed to stray or run loose outside the Parcel and Common Property.
- (c) The Resident is not allowed to walk his pet(s), such as dogs, around the Development Area without a leash.
- (d) Whilst walking pet(s) within the Development Area, the Resident is not permitted to allow his pet(s) to urinate or defecate on at any part of the Common Property of the Development Area which includes but not limited to roads, shoulders, roads, lamp post areas, green reserves, plants, and the Visitors' Car Park Lots.
- (e) If any incidental defecation (including urine) by such pet(s) occur, the proprietor is required to clean it up immediately by using appropriate cleaning methods which includes washing the area with water where deem necessary.

#### **4.0 THE COMMON PROPERTY**

##### **4.1 Use of Lifts**

- (a) Vandalism, graffiti and tempering with the lift doors and lift controls in any manner however and whatsoever and any acts which may cause damage to the lift is strictly prohibited.
- (b) Smoking in the lifts is strictly prohibited.
- (c) No person shall wear any wet bathing suit, or drink or eat in any lift or carry any items that may wet, stain or otherwise soil the lift or any part thereof.
- (d) Other than wheel chairs, no bicycle or any other motorized form of transport shall be permitted in the passenger lifts.
- (e) No person shall obstruct movement of the lift doors and damage other equipment in the lift.
- (f) Children must be accompanied by adults when using lifts. Do not allow children to play around the lift lobby area and lean against the lift doors as it could lead to serious accidents if the lift doors were to open.
- (g) When trapped inside a lift, keep calm and summon for help by using the alarm bell and intercom the Fire Control Room / Security Room. The lift passenger shall not attempt to leave the lift car by forcing the doors open. The security personnel will contact the competent firm immediately for rescue and would coordinate the rescue operation with the competent firm. The competent will carry out the rescue in accordance with the existing standard rescue procedure.
- (h) In the event of power failure or fire or other emergencies, the lifts must not be used. Use the exit stairways to vacate instead.
- (i) A Resident must inform The Management of any shifting of heavy or bulky items requiring the use of service lifts at least three (3) days in advance so that proper arrangements can be made to minimize inconvenience to other users.
- (j) The cost of repair of the lifts shall be borne by the proprietor or his agent, guest, contractor for any damages caused as a result of failing to comply with Section 4.1(i) and shall be paid to The Management within seven (7) days from the date of The Management's written request/ notice for payment thereof and shall be deemed as a debt due from the proprietor to The Management.

**4.2 Water & Electricity in Common Area**

- (a) Do not use water and electricity in Common Property for personal purposes.
- (b) A Proprietor, a resident, his guest(s) and agents shall not be permitted to use tap water and electricity supply from any part of the Common Property.

**4.3 Water supply to parcel unit**

- (a) The Resident shall within fourteen (14) days from the date of The Management's written notice, pay all charges payable for the water consumed on the said Parcel including but not limited to any minimum amounts charged or imposed by The Management regardless of whether there is actual consumption of such utilities within the said Parcel and whether the said Parcel is occupied or not.
- (b) All charges for the water supplied to or consumed on the said Parcel shall be at the amount / rate chargeable by The Management as recorded by the individual meter(s) serving the said Parcel and shall be paid by the Resident to The Management.
- (c) The Proprietor shall pay for the cost of repair and replacement of the individual meters for water supply the said Parcel.
- (d) The Proprietor shall make good at its own cost and expense all damage to any part of the Development Area (including without limitation all water leakages and / or water splashing) caused by or resulting from water pipe and fittings serving to the said parcel and the Proprietor shall further indemnify and keep The Management fully indemnified against all or any actions, demands, proceedings, suits, claims, losses, damages, liabilities, penalties, costs and / or expenses (including legal fees on a full indemnity basis) as may be incurred, suffered or sustained by The Management arising from such damage as aforesaid.

**5.0 VEHICLES**

**5.1 Car Park Lots**

- (a) The designated parking bay shall only be used for parking the Resident's own vehicle and the Resident shall submit the registration number of his vehicle to The Management. A Resident shall notify and immediately seek permission from The Management if he is making use of the designated car park bay for a vehicle not otherwise registered with The Management.
- (b) A Resident must ensure that they do not drive or attempt to drive while under the influence of drug or alcoholic beverage or the combined influence of drug and alcoholic beverage and The Management reserves the right to stop and expel from the car park area or any other part of the Development Area any person driving or attempting to drive.
- (c) A Resident shall be liable for all damage caused by him or his Guest(s) to other vehicles, walls, pillars or any other structures within the Development Area including but not limited to any part of the Common Property caused by their vehicles being driven by any person.
- (d) The designated parking bay(s) and all parking bays shall be used for the parking of passenger car(s) only. A Resident shall not use for any other purposes (e.g. storage of goods) or allow any boats, containers, lorries, tow trucks, machines or any other vessel or equipment or object of his, of that of his invitees and occupants to be placed in the car park or any other area within the Development Area except with written consent from The Management.
- (e) No grilles shall be fixed or placed or any form of obstruction erected whatsoever at or on the entrance exit or driveway to/ or in the car park areas or any other area in the car park areas or any other area in the car parks not designated for the parking of cars and The Management is entitled to remove at the cost of the Resident any such obstruction so caused by the Resident.

- (f) No junk or derelict vehicle shall be parked anywhere in the car park or Development Area at any time. Any vehicle that cannot be operated in its existing condition because the parts necessary for operation, such as, but not limited to, tyres, wheels, windshield, engine, drive rain, diver's seats, steering wheel or column, gas or brake pedals, are removed, damaged or destroyed or has a deteriorated body condition, shall be deemed to be junk or derelict vehicle, regardless of the display of valid license/ registration plates or road tax discs.
- (g) Visitor's car park lots
- (i) No Resident shall at all times to park his vehicles at the Visitors' Car Park or other spaces or areas outside his designated car park lots in the Development Area without prior written consent from The Management.
  - (ii) A Resident must ensure that his guest(s) park their vehicles at the designated visitors' car park. The Management may impose parking charges and/or a length of time for usage of such "visitors" car parking bays at The Management's sole and absolute discretion.
  - (iii) The Management may rent out the visitor parking bays to a proprietor at a certain rental who requires the additional parking bays in the Development Area.
- (h) A Resident and his guest(s) that use and/or are present at the car park area do so at their own risk. The Management, its staff, associates and contractors shall not be responsible or liable in any manner whatsoever for any mishaps, injury to or death of any person, any loss or damage to their personal property. The Management reserves the right to add, amend, alter, vary or change any of the above by-laws at any time it deems necessary and without notice.
- (i) Visitor's car park lots with electric vehicle charging outlets
- (i) Two (2) visitor's car park lots located at Level Ground Floor are equipped with 15 AMPS sockets which are designated for electric vehicles charging purposes.
  - (ii) A resident shall contact the security guard if he wants to use the sockets for electric vehicles charging purposes. The security guard will unlock the socket and record the starting time as well as the ending time. The resident will be asked to initial the log book and will be billed according to monthly usage.
  - (iii) A Resident is required to check the charging suitability and charge his car is at his own risk. The Management, its staff, associates and contractors shall not be responsible or liable in any manner whatsoever for any mishaps, injury to or death of any person, any loss or damage to their personal property. The Management reserves the right to add, amend, alter, vary or change any of the above by-laws at any time it deems necessary and without notice.
  - (iv) The Usage Rental and the maximum charging time allowed are stated under **Part B: Related Charges, Deposits and Operating Hours.**
- (j) Designated car wash area
- (i) The designated car wash area is located at Level Ground Floor.
  - (ii) The residents shall collect and return the water tap padlock key as well as pay and refund the deposit at the following locations:-  
**During office hour: At the management office**  
**After office hour: At the guard house**

- (iii) No car polishing is allowed and the cleanliness of the car wash area shall be maintained all the time.
- (iv) The Usage Rental, requisite deposit, the opening hours and the maximum time allowed are stated under **Part B: Related Charges, Deposits and Operating Hours**.
- (v) The Management reserves the right to add, amend, alter, vary or change any of the above by-laws at any time it deems necessary and without notice.

**6.0 DISPOSAL OF SOLID WASTE**

**6.1 Solid Waste Disposal**

A Resident must ensure that the refused room doors are always closed after use and the lights are switched off.

**7.0 RENOVATIONS**

**7.1 Renovation works and repairs**

- (a) Applications for The Management's approval must be made by the Resident on the prescribed form obtained from The Management Office and then submit at The Management Office during office hours together with the requisite deposit (as attached in **Part B: Related Charges, Deposits and Operating Hours**) at least seven (7) days in advance. All applications must be accompanied by copies of all relevant plans, designs and approvals obtained from the appropriate authorities in respect of the intended works, if required.
- (b) Upon completion of renovation works, the Resident shall proceed with requisition for refund of renovation deposit. The deposit will be refunded free of interest to the Resident upon the completion of the Works and the cleaning and making good of any damage to the Common Property or any part thereof to the satisfaction of The Management.
- (c) In the event the aforesaid cleaning and/or damage are / is not carried out or made good to the satisfaction of The Management by the Resident or his contractor within the period stipulated after notification to the Resident by The Management, The Management shall proceed to take such actions as it deems necessary to make good such cleaning and/or damage. All cost and expenses shall be deducted from the deposit. Should the costs and expenses exceed the amount deposited, the Resident shall be liable for the excess.
- (d) In the event any works are carried out without The Management's consent or without any permit or license from the appropriate authority or works are not disclosed to The Management, The Management has the sole and absolute discretion to stop such works or stop the contractors from entering the Development Area until such time the Resident shall have obtained the requisite consent from The Management and the relevant authorities. The Management shall not liable for any claims, fines or penalties that may arise from such works or stoppage of the same. Resident shall make good any damage to the building's structure within and without the Parcel and such costs shall be borne by the Resident or deemed a debt due by the Resident.
- (e) Renovation Waste
  - (i) All passageways must be kept clear of any obstructions. Loading / car park bays, lift lobby, corridor and driveway used by the Resident or his contractors must also be kept clean and clear of any obstructions.
  - (ii) No debris or construction waste shall be discharged into the Development Area's waste disposal system or in such manner so as to clog up the common system. Any repairs or rectification works arising there from shall be at the expense of the Resident.

BY-LAWS

- (iii) All debris rubbish must be removed from the Parcel and the Development Area and disposed of at the designated renovation debris bin at a cost as prescribed in **Part B: Related Charges, Deposits and Operating Hours**.
- (iv) Packing and crating materials must be removed by the Resident or his contractors from the Parcel and the Development Area upon completion.
- (f) A Resident is advised to use surge protectors / voltage regulator for sensitive electrical/electronic equipment. The Management shall not be responsible for such losses or damages.
- (g) Improper or temporary curtain shall not be hung to block the sunlight heat. Flipchart paper or similar shall be wrapped or pasted on the window glass to help to insulate the window.
- (h) Use of Lifts/Passageway to the parcel units
  - (i) All contractors and their workmen shall use only the service lifts and/or staircases designated or specified by The Management.
  - (ii) Before carrying out deliveries or removals, or the commencement of any works, the lifts, lift lobbies, lift corridors and walls, and the staircase and walls must be properly protected with materials approved by The Management.
  - (iii) All loose construction materials (such as sand and cement) must be transported and moved in containers or bags properly secured or tied to prevent any spillage.
  - (iv) The maximum load capacity of the lifts must be strictly observed by the contractor and his workmen.
  - (v) The Resident shall be liable for all damages of whatever description caused to the lift or lifts by his contractor and his workmen.
- (i) The operating hours for any alterations, renovations, modifications and repairing works are prescribed under **Part B: Related Charges, Deposits and Operating Hours**.
- (j) Security Check & Identification passes
  - (i) A Resident shall furnish The Management with details of the contractors and their workers when alterations, renovations, modifications and repairing works to their Parcels are about to commence and Resident shall be fully responsible for the conduct and behaviours of his contractors and workmen.
  - (ii) All delivery, removal and renovation works must be reported at the security checkpoint prior to the work being carried out. Otherwise, The Management reserves the right to refuse entry to any personnel for whatever purposes, which cannot be verified there and then.
  - (iii) All contractors and their workmen must apply for security passes at the security guard-house at the entrance to the Development Area before entry is granted, and all contractors and their workmen must wear the security passes at all times while they are in the Development Area.
  - (iv) No workman is allowed to move freely or unsupervised within the Development Area. The security personnel reserve the right to question any person in the Development Area

BY-LAWS

including those found with or without security passes and may at The Management's sole discretion eject them from the Development Area.

- (v) Any loss of the security passes will be subjected to a fine as stated in **Part B: Related Charges, Deposits and Operating Hours**.
  - (vi) Contractors and their workmen are not permitted to park their vehicles inside the Development Area. Their vehicles of whatever description shall be subject to inspection on entering and leaving the Development Area if granted entry into the Building.
  - (vii) A Resident and his contractors are fully responsible for the security of all their items in the Development Area.
- (k) **Conduct & Behaviour of Contractors**
- (i) Contractors must co-operate with the security personnel and observe all security measure in the Development Area.
  - (ii) Contractors must report to The Management on the first day of commencement of works and upon completion of the works.
  - (iii) All workmen employed by the contractors must be properly attired displaying the security passes and confine themselves to the areas to which they are assigned to work.
  - (iv) All contractors must ensure that their workmen do not litter, soil, deface or damage any parts of the Development Area.
  - (v) All contractors shall ensure that their workmen do not cause any nuisance, noise, vibrations, inconvenience, discomforts or irritations of any kind to the other Residents.
  - (vi) The contractors shall ensure that their stock, goods or equipment are kept in the Resident's parcel. The common corridors and fire escape routes are to be kept clear of any obstructions, failing which The Management shall proceed to clear the said corridors or fire escape routes of such obstructions and all costs and expenses incurred shall be charged to and fully borne by the Resident.
  - (vii) The storage of any material of combustible nature within the Parcel or the Development Area is not permitted.
  - (viii) Contractors must ensure that their workmen do not stay overnight in the Parcel or in any part of the Development Area.
- (l) **Resident's Responsibility & Duty of Care**
- (i) Resident shall be fully responsible for the conduct and behaviour of his contractors and their contractors' workmen.
  - (ii) Resident shall be solely responsible for making good all damages caused by his contractors and their workmen to any part of the Development Area, including fixtures and fitting therein.
- (m) **Insurance**
- (i) The Resident or his contractors are advised to take out appropriate insurance to protect persons at the place of work and against theft, fire, and vandalism within the Parcel.
  - (ii) The Resident or his contractors shall indemnify The Management against all actions, proceedings, claims, costs, expenses and demands in respect of any injury to or death of



any person or any loss of and/or damaged to the property of any person in the Parcel or in any part of the Development Area.

**7.2 Restrictions in Renovation Works**

- (a) No changes or modifications shall be made to any structural frameworks of the Development Area.
- (b) Any unauthorised use of electricity and water at Common Property shall be assessed by The Management and the amount as determined by The Management shall be charged to and born by the Resident concerned.
- (c) A Resident shall not convert the balcony of the Parcel into an extension of living hall. The cantilever slab has been designated to support lightweight handrails and the occupants only.
- (d) No changes shall be made to the colours and finishes of the external façade of the parcel or the main entrance door or any part of the Common Property.
- (e) All security grilles must be of a design approved by The Management. No awnings shall be permitted to be affixed unless prior approval in writing is given by The Management.

**7.3 Other Prohibitions**

- (a) A Resident must ensure that the windows in his parcel must not have any reflective gaze.
- (b) A Resident shall be responsible for the cleanliness, maintenance and upkeep of the designated air-conditioning ledges and The Management shall not hold responsible for any damage or loss of the air-conditioning condensers.
- (c) The working area must be well ventilated during painting works.
- (d) No smoking is allowed in the Development Area.
- (e) If gas torch is used for any welding works, the contractors must have a CO<sup>2</sup> extinguisher on standby, and the areas surrounding the working area must be free from any inflammable materials before starting work.

**8.0 DEFECTS TO PARCELS AFFECTING SUPPORT OR SHELTER**

**8.1 Inter-floor Leakage**

- (a) A Resident whose parcel is affected by an inter-floor leakage, i.e. any evidence of dampness, moisture or water penetration on the ceiling that forms part of the interior of a parcel, or any furnishing material, including plaster, panel or gypsum board attached, glued, laid or applied the ceiling forms part of the interior of a parcel, may give notice to The Management. The Management shall be as soon as practically possible, or within seven (7) days from the date of receipt the notice, carry out an inspection of the affected parcel to determine the cause of the inter-floor leakage and the party responsible to rectify any defect that has caused the inter-floor leakage.
- (b) In the determining the cause and the party responsible to rectify any defect, the following matters shall be taken into consideration by The Management:
  - (i) the defect is within the parcel above the affected parcel.
  - (ii) any defect in any water meter, water pipe, drainage pipe, sewerage pipe and duct that serves more than one parcel is a defect of the Common Property and

- (iii) any defect in any water meter, water pipe, drainage pipe, sewerage pipe and duct that serves only one parcel is a defect of that parcel, even though the water meter, water pipe, drainage pipe, sewerage pipe and duct may be situated on or embedded in common property or void space above the ceiling or wall or floor, as the case may be.
- (c) Within five (5) days from the date of completion of inspection of the affected parcel, The Management shall issue a certificate of inspection to state the cause of the inter-floor leakage and the party responsible to rectify it.
- (d) The Management shall give written notice to the Resident of the parcel that the inter-floor leakage cause by or attributable to a parcel or any part hereof, to rectify the inter-floor leakage. The subsidiary Resident shall take all necessary steps and measures to rectify the inter-floor leakage within seven days of receipt of notice. If he fails to rectify the inter-floor leakage, The Management shall take all necessary steps and measures to rectify the inter-floor leakage and shall charge and recover all cost and expense from the party responsible to rectify the inter-floor leakage.
- (e) The Resident shall give notice to The Management and the other Residents of all Parcels adjoining, adjacent, below and above the Parcel of his intention to repair or replace any joints or beams or structures on which the walls or floors or ceilings of the Parcel or the Parcels above are laid and shall make good any damage to the floors, ceilings and walls of the Parcels affected thereby.
- (f) The walls separating the Parcel from the adjoining Parcel(s) shall be deemed and acknowledged to be a party wall or walls as the case may be and the same shall be maintained and kept in good repair and condition from time to time at the joint cost and expense of the Resident of such adjoining Parcel(s).
- (g) Any damage caused to the Common Property shall be assessed by The Management and the cost of repair and/or the replacement of any items and/or removal of debris of works carried out as a result of such repair will be charged to the Resident concerned. The Management reserves the right to remove any item that it considers to be dangerous or detrimental or obstructive to other Residents or the Common Property.

## **9.0 USAGE OF COMMON FACILITIES**

### **9.1 General Rules**

- (a) A Resident and his guest(s) for any reason whatsoever shall be bound by this by-law. From time to time this by-law may be amended or varied by The Management as it deems fit.
- (b) For the safety of children and/or to minimize any annoyance or inconvenience that may be caused to the Resident, certain conditions and/or restrictions shall apply to children in the use of these Common Facilities. A Resident shall refer to the by-law set out hereinafter governing the use of these facilities for the relevant conditions and/or restrictions.
- (c) A Resident may invite not more than two (2) guests per access card or not more than eight (8) guests per Parcel at all time for the usage of the Common Facilities, as permitted by The Management. However, A Resident shall ensure that his guest(s) will comply with the by-laws which govern and regulate the use of each facility.
- (d) The employees (maids, drivers, bodyguard etc.) of a Resident, if any, are not permitted to use the Common Facilities unless they are signed in as guests by the Resident on each occasion of such use.

- (e) If the Proprietor lets out his parcel, he may use the Common Facilities only when invited to do so by his tenants or the residents. The Proprietor under such circumstances is not allowed to sign in any guest to use such facilities.
- (f) A Resident must accompany his guest(s) when using the Common Facilities.
- (g) A Resident concerned shall be fully responsible for any damage to the Common Facilities or any equipment thereof caused by him or his guest(s).
- (h) Children under the age of twelve (12) years must be accompanied and supervised at all times by an adult, who shall be responsible for their conduct and safety, when using the facilities.
- (i) Contractors of a Resident are not permitted to use the Common Facilities.
- (j) The Management may require any person using any of the Common Facilities to identify himself or herself if necessary.
- (k) The Usage Rental, the Security Deposit and the Operating Hours of the Common Facilities are stated under **Part B: Related Charges, Deposits and Operating Hours**.
- (l) For safety reasons, no person is allowed during maintenance and any life-threatening or emergency situations.
- (m) No animals / pets shall be allowed in Common Facilities area.
- (n) No equipment, furniture and/or fixtures and fittings in the Common Facilities shall be removed. Misuse of furniture and/or fixtures and fittings in the Common Facilities is strictly prohibited.
- (o) No smoking, gambling, profanity or vulgar language is allowed in the Common Facilities.
- (p) No person who is under the influence of alcohol or drugs shall be present within the Common Facilities.
- (q) No spitting, urinating or other unhygienic acts are allowed in the Common Facilities.
- (r) No littering in the Common Facilities. All rubbish and litter must be disposed of in the rubbish bins.
- (s) No glassware, breakable or otherwise hazardous objects are allowed in the Common Facilities.
- (t) No washing of utensils, equipment, cutlery or crockery is allowed at the pool deck. Residents must ensure that the Common Facilities are left in a clean and tidy condition after use.
- (u) No excessive noise, disturbances or nuisance caused to other Residents. No live band or loud music is permitted unless granted prior written approval. The Management shall have the absolute discretion to impose any additional terms or conditions.
- (v) All the bookings (if required) in the Common Facilities must state the specific purpose and all planned usage is subject to the approval of The Management. The Management reserves the right to withhold approval at its sole and absolute discretion without assigning any reason.
- (w) All bookings (if required) are non-transferable.
- (x) Resident is not allowed to book more than 3 times per week for each Common Facility.

- (y) Strictly without limiting the generality of The Management's powers to withhold approval, all commercial events, company functions, religious or political functions, funeral and bereavement arrangements, presentations, workshops, training, rehearsals, illegal activities and/ or other activities deemed undesirable by The Management or the relevant authorities will be disallowed. All gaming, immoral, unlawful or illegal activities or functions are strictly prohibited.
- (z) Booking is confirmed only upon the receipt of the Usage Rental and the Security Deposit. The Usage Rental shall be non-refundable unless The Management is informed of any cancellation at least seventy-two (72) hours in advance. The Security Deposit is collected to ensure that the booked Common Facilities are left in a clean and satisfactory condition after use. All costs incurred in cleaning the area, to rectify any damage done or to replace any missing parts/ items shall be borne by the Resident on an indemnity basis. In the event that the cleaning costs and damages exceed the deposit, the Resident shall be charged the additional amount.
- (aa) The Security Deposit paid shall be refunded, free of interest upon compliance with the by-laws and the conditions of the booked Common Facilities to the satisfaction of The Management. The Management reserves the right to forfeit the Security Deposit and to refuse future bookings for non-compliance of this by-law.
- (bb) If the number of guest(s) exceeds ten (10) peoples, the Resident should give a guest list with vehicle registration particulars to The Management at least three (3) days prior to the date of use. The list will facilitate security control and ease of guest(s)' access.
- (cc) Permission must be obtained from The Management prior to rental of additional furniture from the third party in the Common Facilities. The furniture and equipment which belong to The Management must not be removed. Any damaged furniture or equipment will have to be replaced by the Resident(s) whom booked the Common Facilities.
- (dd) Permission must be obtained from The Management prior to setting up any decorations. In the event that the decorations are allowed by The Management, due care must be exercised when placing such decorations so as not to damage the walls, furniture, fittings, paintwork and/ or ceilings. All forms of decorations must be removed and the affected areas must be cleaned on the same day.
- (ee) Permission must be obtained from The Management prior to all photography, video or audio recording of any kind for commercial use within the Common Facilities.
- (ff) Music, live band, loudspeakers, hailers, microphones etc. are not allowed unless with the prior written approval of The Management. The Management shall have absolute discretion to impose any additional terms or conditions.
- (gg) Resident host(s) must ensure that all the guests have vacated the Common Facilities promptly after the usage. All entrances and exits from any Common Facilities must not be barred or obstructed in any way and all safety and fire precautions must be adhered to at all times.
- (hh) It is the responsibility of the Resident host(s) to apply for and obtain at his own expense, all permits and/ or licenses as may be required by the relevant authorities for holding any function. The Management and its staffs make no representation whatsoever as to whether a permit or licence is required. The Resident(s) making the booking of the Common Facilities shall

indemnify and save harmless The Management, its staff, associates and contractors from all claims, actions, suits, loss, fines, penalties, liability, damages howsoever arising out of the failure of obtaining a permit or license when it is required.

- (ii) Any person found to be in breach of any rules and regulations may be asked to leave the Common Facilities by The Management or security personnel or any appointed representatives of The Management.

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- (jj) A Resident and his guests who use the facilities are at their own risk. The Management, its staff, associates and contractors shall not be responsible or liable in any manner whatsoever for any injury to or death of any person in the use of the facilities or for any loss of and/or damage to the personal property of any user of the facilities.
- (kk) The Management reserves the right to stop or suspend a defaulter from using the Common Facilities
- (ll) The Management reserves the right to add to, amend, alter, vary, or change without notice any of the rules and regulations for the use of any of the facilities at any time as it deems necessary.

## **9.2 Swimming Pool**

- (a) Shall include the infinity pool, wading pool, Jacuzzi and water play area.
- (b) Swimmers shall be properly attired and swim diaper must be worn by children who are yet to be potty-trained. T-shirts and shorts are not permitted. Resident and his guest(s) must shower and wash their feet before entering the pools.
- (c) Life-saving equipment provided around the pools is strictly for emergency use only and shall not be used or removed from the racks for any other purpose, except for saving lives.
- (d) The Management declares that **NO LIFEGUARDS** will be deployed or stationed at the pools. Resident and his guest(s) are to exercise great care when using the pools.
- (e) Resident and his guest(s) are required to dry themselves before leaving the pool areas or changing rooms. Swimmers wearing dripping wet bathing suits/ swimming attire are not allowed to go beyond the pools.
- (f) No private coaching lessons and diving are allowed.
- (g) No throwing of dangerous objects, pushing, rough play or other potentially dangerous behaviour is permitted.
- (h) No surfboards and bulky inflatable toys, boats and similar objects shall be permitted.
- (i) No roller skating, bicycle riding, skateboarding, baby carriages, playpens, scooters, bicycles, tricycles, other motorised vehicles and other risky activities are permitted.
- (j) No walking or sitting on the pool overflow weir. Strictly for the use and access of maintenance personnel only.
- (k) No entry permitted to the Filtration Plant and Pump Rooms of the Swimming Pool. Strictly for the use and access of maintenance personnel only.

- (l) Deck chairs, lounge chairs and other poolside furniture shall not be reserved. Resident and his guest(s) must remove all their belongings after use.
- (m) Resident or his guest(s) with any infections e.g. skin, eye, ear and nasal, communicable or contagious disease shall not use the pools. Resident or his guest(s) who are wearing bandages, or with open wounds or blisters, cuts, sores etc, shall not use the pools.
- (n) No food or beverages (with the exception of bottled drinking water) shall be permitted.

**9.3 Multipurpose Hall**

- (a) Booking is required and shall be made via the Apps or at the Management Office on a "first-come, first-serve" basis.
- (b) One (1) session is allowed for each booking.
- (c) No cooking is allowed in the Multipurpose Hall, only reheating food is permitted.
- (d) The number of Guest(s) shall be limited to fifty (50) persons.

**9.4 BBQ Area**

- (a) Booking is required and shall be made via the Apps or at the Management Office on a "first-come, first-serve" basis.
- (b) No Barbeque Pit should be left unattended and all fires must be put out after use.
- (c) The number of Guest(s) shall be limited to thirty (30) persons.

**9.5 Cafeteria / Gourmet Living**

- (a) Booking is required and shall be made via the Apps or at the Management Office on a "first-come, first-serve" basis.
- (b) One (1) session is allowed for each booking.
- (c) Only light cooking or reheat of food is permitted.
- (d) The number of Guest(s) shall be limited to thirty (30) persons.

**9.6 Business Centre (Conference and Meeting Rooms)**

- (a) Booking is required and shall be made via the Apps or at the Management Office on a "first-come, first-serve" basis.
- (b) One (1) session is allowed for each booking.
- (c) The number of Guest(s) shall be limited to fifty (50) persons.
- (d) The Business Centre shall not be used as children's playroom or any other purposes except with the written consent of The Management.
- (e) No swimming attire is permitted.

- (f) No talking loudly or indulging in noisy activities that may annoy or distract other users. Lounge users should make all mobile phones or any other audio devices inaudible to others.

**9.7 Squash**

- (a) Booking is required and shall be made via the Apps or at the Management Office on a “first-come, first-serve” basis.
- (b) Two (2) consecutive sessions are allowed for each booking.
- (c) The booked session will be opened for others if the Resident(s) fails to turn up within 15 minutes from the booking time, for any reason whatsoever.
- (a) Players must always use an appropriate Squash racquet and Squash balls. Shoes and balls used must be of the non-marking type. No Squash racquet or Squash balls will be provided by The Management. The user(s) should be properly attired at all times.
- (d) Players must vacate the court after use.
- (e) No private coaching lessons and tournaments are allowed.
- (f) Spectators or children who are not playing shall remain outside the boundaries of the court while it is in use.
- (g) No swimming attire is permitted on the Squash Court.

**9.8 Children’s Playground**

- (a) No throwing of dangerous objects, pushing, rough play or other potentially dangerous behaviour is permitted. Children shall share and take turns on the playground equipment.
- (b) No roller skating, bicycle riding, skateboarding, baby carriages, playpens, scooters, bicycles, tricycles, other motorised vehicles and other risky activities are permitted.

**9.9 Gymnasium**

- (a) Children under the age of twelve (12) years are not permitted. Adolescents from the age of twelve (12) to sixteen (16) years must be accompanied and supervised at all times by an adult, who shall be responsible for their conduct and safety.
- (b) No guest(s) are allowed in the Gymnasium.
- (c) The user(s) acknowledges that he has read and understood the assumption of risk prior to using the facility.
- (d) The user(s) affirms that he is in good physical condition to exercise and those unaccustomed to exercising are recommended to seek advice of a medical professional before engaging in physical activity.
- (e) The user(s) who is at the age of sixteen (16) years or below shall not use the Strength Station, the Multi Station and the Free Weights.
- (f) The user(s) must always stand at least three (3) feet away from glass mirrors for those carrying dumb-bells and free weights.

- (g) The user(s) must be familiar with the use of the equipment and inexperienced user(s) must be accompanied by competent user(s).
- (h) The user(s) who feels unwell while using the facility should stop immediately and seek assistance.
- (i) No private coaching lessons are allowed.
- (j) No talking loudly or indulging in noisy activities that may annoy or distract other users.
- (k) The equipment shall be used for their specified purposes and must be returned to their original positions/ locations after use. The equipment shall not be reserved. The user must remove all his belongings after use.
- (l) No swimming attire is permitted. Shoes used must be of the non-marking rubber-soled shoes. Street/ outdoor shoes such as boots, high-heeled shoes or leather-soled shoes are not allowed. The user(s) should be properly attired at all times.

**9.10 Outdoor Gymnasium**

- (b) The user(s) acknowledges that he has read and understood the assumption of risk prior to using the facility.
- (c) The user(s) affirms that he is in good physical condition to exercise and those unaccustomed to exercising are recommended to seek advice of a medical professional before engaging in physical activity.
- (d) The user(s) must be familiar with the use of the equipment and inexperienced user(s) must be accompanied by competent user(s).
- (e) The user(s) who feels unwell while using the facility should stop immediately and seek assistance.
- (f) No talking loudly or indulging in noisy activities that may annoy or distract other users. The user(s) should make all mobile phones or any other audio devices inaudible to others and these devices must be properly secured to the body when exercising.
- (g) No gym equipment, furniture and/ or fixtures and fittings shall be removed. The equipment shall be used for their specified purposes. The user(s) must remove all his belongings after use. The user(s) will be held responsible for any damage or loss caused to the equipment by them and will have to bear all costs incurred in repairing or replacing damaged or lost equipment.
- (h) No swimming attire is permitted. Shoes used must be of the non-marking rubber-soled shoes. Street/ outdoor shoes such as boots, high-heeled shoes or leather-soled shoes are not allowed. The user(s) should be properly attired at all times.

**9.11 Kickboxing**

- (a) Children under the age of twelve (12) years are not permitted.
- (b) No guest(s) are allowed.
- (c) The user(s) acknowledges that he has read and understood the assumption of risk prior to using the facility.



- (d) The user(s) affirms that he is in good physical condition to exercise and those unaccustomed to exercising are recommended to seek advice of a medical professional before engaging in physical activity.
- (e) The user(s) must be familiar with the use of the equipment and inexperienced user(s) must be accompanied by competent user(s).
- (f) The user(s) who feels unwell while using the facility should stop immediately and seek assistance.
- (g) No private coaching lessons are allowed.
- (h) No talking loudly or indulging in noisy activities that may annoy or distract other users. The user(s) should make all mobile phones or any other audio devices inaudible to others and these devices must be properly secured to the body when exercising.
- (i) The equipment shall be used for their specified purposes and must be returned to their original positions/ locations after use. The equipment shall not be reserved. The user(s) must remove all his belongings after use. The user(s) will be held responsible for any damage or loss caused to the equipment by him and will have to bear all costs incurred.
- (j) Shoes used must be of the non-marking rubber-soled shoes. Street/ outdoor shoes such as boots, high-heeled shoes or leather-soled shoes are not allowed. The user(s) should be properly attired at all times.

**9.12 Dancing Studio**

- (a) Booking is required and shall be made via the Apps or at the Management Office on a "first-come, first-serve" basis.
- (b) Two (2) consecutive sessions are allowed for each booking.
- (c) No guest(s) are allowed.
- (d) The user(s) acknowledges that he has read and understood the assumption of risk prior to using the facility.
- (e) No private coaching lessons are allowed.
- (f) No talking loudly or indulging in noisy activities that may annoy or distract other users.
- (g) The user(s) must remove all his belongings after use. The user(s) will be held responsible for any damage or loss caused to the equipment by them and will have to bear all costs incurred.
- (h) Street/ outdoor shoes such as boots, high-heeled shoes or leather-soled shoes are not allowed. The user(s) should be properly attired at all times.

**9.13 Meditation Deck**

- (a) The Meditation Deck shall not be used as children's playroom or any other purposes except with the written consent of The Management.
- (b) No talking loudly or indulging in noisy activities that may annoy or distract other users. The user(s) should make all mobile phones or any other audio devices inaudible to others.

- (c) Misuse of furniture and/ or fixtures and fittings is strictly prohibited. The user(s) must remove all his belongings after use. The user(s) will be held responsible for any damage or loss caused to the fixtures and fittings by them and will have to bear all costs incurred.

**9.14 Tea House**

- (a) No talking loudly or indulging in noisy activities that may annoy or distract other users. The user(s) should make all mobile phones or any other audio devices inaudible to others.
- (b) The user(s) must remove all his belongings after use. The user(s) will be held responsible for any damage or loss caused to the fixtures and fittings by them and will have to bear all costs incurred.

**9.16 Sky Garden / Sky Terraces**

- (a) No talking loudly or indulging in noisy activities that may annoy or distract other users. The user(s) should make all mobile phones or any other audio devices inaudible to others.
- (b) No alcoholic drinks and indecent acts are allowed.
- (c) The user(s) must remove all his belongings after use. The user(s) will be held responsible for any damage or loss caused to the fixtures and fittings by them and will have to bear all costs incurred.

**9.17 Sauna**

- (a) The user(s) affirms that his health is in good condition and is deemed to have declared his fitness to use the facility, The Management bears no responsibility or liability whatsoever for his health condition.
- (b) The user(s) who is not certain of his own health conditions should consult the doctors before using the facility.
- (c) The user(s) must be familiar with the use of the equipment and inexperienced user(s) must be accompanied by competent user(s).
- (d) The user(s) who feels unwell while using the facility should stop immediately and seek assistance.
- (e) The user(s) must shower with soap to remove all cosmetics and contamination before entering the facility.
- (f) The user(s) must remove all metal, jewellery, glasses or contact lenses before entering the facility.
- (g) The user(s) should move from the lower benches to the higher benches gradually, subject to the user's heat tolerance. The temperature of 75°C – 88°C is recommended. Increase the humidity by sprinkling water on heated stones.
- (h) The user(s) is obliged to keep the order and cleanliness of the facility.
- (i) The last user is required to switch off the facility after use.

- (j) The user(s) will be held responsible for any damage or loss caused to the equipment by them and will have to bear all costs incurred.
- (k) Resident(s) shall not use the facility under the following conditions:
  - (i) Directly after eating, exercise or intensive endurance training;
  - (ii) Suffering from circulatory disorders, heart problems, high/ low blood pressure, diabetes, kidney disease, infectious skin diseases and other illnesses;
  - (iii) Drinking of alcohol beverages, consumption of tranquillisers, stimulants or other kinds of prescribed drugs/ medication;
  - (iv) Pregnant or menstruating.
- (l) No footwear is permitted. The user(s) should be properly attired at all times.
- (m) No talking loudly or indulging in noisy activities that may annoy or distract other users.

## **10.0 SECURITY**

### **10.1 Security Access Control System**

- (a) The Access Control System is intended to provide monitoring of entry of Resident(s), vehicle(s) and any other personnel at the entrance to the Development Area.
- (b) The Access Control System is installed at vehicle barrier gates, entry and exit doors to the buildings or any part or parts thereof and in the lifts.
- (c) Two different types of Access Control system are provided to Resident(s):
  - (i) Vehicle Access Control (UHF sticker) which is used at the vehicle barrier gates. The sticker will be provided to each allocated car park of the Parcel.
  - (ii) Resident Access Control Cards which are used at the entry and exit doors to the building or any part or parts thereof and in the lifts.
- (d) The doors, lifts and boom gates cannot be accessed or operated without the use of such access card. Resident(s) must carry his access cards at all times.
- (e) A fee and security deposit (Refer to **Part B: Related Charges, Deposits and Operating Hours**) shall be determined by The Management from time to time for the issuance of access control cards. The security deposit will be refunded free of interest to the Proprietors upon returned of cards to The Management.
- (f) The access cards / UHF stickers are non-transferable and are meant to be for the Proprietor own use and must be retained in the proper care and control of the Proprietor at all times.
- (g) A Proprietor without a Vehicle Access (UHF sticker) must register at the concierge counter. Proper identification documents must be produced and will be recorded before entry is permitted.
- (h) The Management must be kept updated of any and all changes. Prior written notification must be given to The Management if such Access Control Card is given to the guest(s).

- (i) All access cards shall remain the property of The Management.
  - (j) If such access cards are lost or stolen, the Proprietor must report such loss or theft to The Management. A fine will be imposed for the loss of each card (refer to **Part B: Related Charges, Deposits and Operating Hours**).
  - (k) The Management will impose a fine as stated in **Part B: Related Charges, Deposits and Operating Hours** against any Proprietor who has duplicated or cloned the access cards and to deactivate all the cloned access cards including the access cards issued to the said Proprietor. All fines imposed shall be a debt due to The Management and upon payment shall be deposited into the maintenance account.
  - (l) The Management reserves the right to refuse to issue the Access Control Card to any Proprietor or to deactivate the same until all outstanding amounts of whatsoever description owing by the Proprietor or Proprietor have been fully paid.
- 10.2 Closed-circuit Television (CCTV)**
- (a) The CCTV cameras are installed at strategic locations like entrance of the building, lift cars etc.
  - (b) Monitoring of activities through the CCTV is strictly for security purposes only.
  - (c) For security reason, patrolling personnel / security personnel are equipped with body camera during duty time.
- 10.3 Visitor Management System (VMS)**
- (a) A Resident may notify the Management of expected guests to enter and/or remain upon any part of the Development Area by furnishing the relevant details beforehand via the Apps or at the Management Office.
  - (b) Upon arrival of guest(s) at security guard house, the Security officer will notify the Resident with intercom for permission. Upon verification by the Proprietor, security officer will then proceed with registration of the guest(s). Proper identification documents must be provided by the guest(s) for verification and recording purposes.
  - (c) Guest(s) should park at the designated visitor parking bay and will be escorted by the security guard to the designated building.
  - (d) Guest(s) to use visitor access card to enter the residential lift lobby and the designated floors.
  - (e) When leaving the Development Area, the guest(s) calls lift at lift lobby; exits the boom gate by dropping the access card to the drop box.
- 10.4 Intercom System**
- (a) The intercom system allows for voice communication to be made between the security guard house and each parcel unit.
  - (b) The intercom system will also enable the Resident to call upon the on-duty guards for any security assistance.
  - (c) The Resident will only be responsible for the maintenance of the intercom system located within their parcel.

**11.0 MOVE IN / MOVE OUT**

**11.1 Management Corporation's Approval**

- (a) All moving in/out is subject to the prior written approval of The Management. No bulky shifts shall commence until such approval is obtained.
- (b) Proprietors shall inform The Management at least three (3) working days in advance together with submission of the following requirements to The Management Corporation for approval: -
  - (i) Settlement of all outstanding payable to Accounts of Residensi Era Novum in respect of the Parcel by the Proprietors.
  - (ii) Moving in/out form together with the related charges as stated in **Part B: Related Charges, Deposits and Operating Hours**.
  - (iii) A list of the name of moving company, person in charged and contact number of the company.
  - (iv) A copy of moving schedule(s).
- (c) Upon completion of all necessary requirements, The Management would require a minimum period of one (1) working day for processing/arranging Proprietors' moving application.
- (d) The Management reserves the right to reject any request for approval if any breach or contravene of guidelines and regulations hereof.

**11.2 Moving Deposits, Operating Hours and other Charges**

- (a) Refer to **Part B: Related Charges, Deposits and Operating Hours**.

**11.3 Use of Lift / Common Property**

- (b) All deliveries, moving of goods and workmen must use designated service lifts cautiously so as not to cause any inconvenience to other Residents.
- (c) The maximum capacity of the lifts must be strictly observed by the contractor and his workmen.
- (d) Before carrying out deliveries or removals, or the commencement of any works, the lifts, lift lobbies, lift corridors and walls, and the staircase and walls must be properly protected with materials approved by The Management.
- (e) The Resident shall be responsible for any damage to the lift cars caused by the moving of materials, rubbish/debris, equipment or furniture or other personal effects caused or attributable to the Resident or his contractors shall be remedied, replaced or repaired at the sole expense of the Resident concerned.
- (f) All goods, furniture and rubbish/debris shall not be put outside the Resident own Parcel during the shifting period and shall avoid any obstructing at the common corridors or any part of the Common Property. The Resident's contractors are required to strictly observe the delivery regulations and route schedules designated by The Management. The moving company's vehicle must leave the Development Area immediately after loading/unloading operations.
- (g) Any damages to Common Property arising from this shifting works will be made good by The Management and such expenses thereof will be charged to the Resident's account.

**11.4 Clearance and Removal of Rubbish / Debris**

- (a) All passage ways, loading / car park bays, lift lobbies, corridors and driveways used by the Resident or his contractors must also be kept clean and clear of any obstruction. Failure to comply with this requirement will render the Moving Deposit to be forfeited.
- (b) The removal of debris or any unwanted furniture must be undertaken and removed entirely by the Resident's contractors. It must not be deposited in the car park, refuse chamber, staircase or any other place with in the vicinity of the Development Area.

**11.5 Conduct & Behaviour of Contractors**

- (a) The Resident shall be responsible for the conduct and behaviour of all their appointed contractors. Any damage to the Development Area and equipment caused by the moving of goods, furniture, rubbish/debris or other personal effects caused or attributable to the Resident or his contractors shall be remedied, replaced or repaired at the sole expense of the Resident concerned. The Management reserves the right to expel any contractor found loitering/misbehaving from the Development Area.
- (b) No contractors are to be found hanging around in any part of the Development Area except the relevant Parcel. Any breach of this additional by-law, the concerned personnel will be fined and barred from working in the Development Area in the future.
- (c) All contractors shall not cause any nuisance, noise, vibration, inconvenience or irritation of any kind to other Residents.
- (d) All contractors must ensure that their workmen do not litter, soil, deface or damage any parts of the Development Area.
- (e) All contractors are not allowed to erect or display their own advertising boards or to distribute any advertising leaflets within any part of the Development Area.

**11.6 Indemnity**

- (a) The Resident shall be liable for and shall indemnify The Management against all expenses, liabilities, losses, claims or proceedings whatsoever arising from any statute or at common law in respect of personal injury to or the death of any personnel as well as any damage to property whatsoever arising from moving in/out of the Parcel(s).

**12.0 INSURANCE**

**12.1 Insurance**

- (a) The Development Area has been insured by The Management against fire and it covers the structure of the building and all the Common Property but not the personal belongings, valuables and the contents of the Parcel. In addition, The Management shall insure against other risks like public liability, burglary, machinery break down, money in transit, plate glass etc.
- (b) A Resident shall not do anything whereby the policy or policies of insurance of his Parcel and/or the building against damage by fire may become void or voidable or whereby the insurance premium may be increased and the Resident shall pay to The Management on demand all sums paid or payable by way of increased premiums and all expenses incurred by The Management as a result of any non-observance of this by-law by the Resident.
- (c) The Resident shall be fully responsible for his personal belongings and valuable and the contents of his Parcel and for public liability, and he may wish to take up his own insurance policy or policies. The Resident is advised to use surge suppressors/voltage regulators for



sensitive electrical/electronic equipment and appliances, as The Management assumes no responsibility or liability for any damage, loss or injuries arising therefrom.

**PART B: RELATED CHARGES/FINES, DEPOSITS AND OPERATING HOURS (REVISED)  
(IN CONJUNCTION WITH PART A)**

**A. Fines Related to any Breaches of By-Laws (as stated in PART A)**

- RM200.00 per offence

**B. Car Park Related Charges/Fines**

No.	Items	Charges
1.	Replacement of access card (either damage or loss)	RM100.00 per card
2.	Reactivate of access card	RM50.00 per unit
3.	Penalty for cloning of access card	RM200.00 per card
4.	Electric vehicles' charging fee	First 6 hours: RM1.00 per hour Subsequent hours: RM2.00 per hour
5.	Car wash fee	RM1.00 per usage per car
6.	Car wash deposit	RM10.00 per usage per car
7.	Car wash opening hour (Maximum time allowed: 1 hour)	7am – 10pm

**C. Renovation and Moving In / Moving Out Related Charges, Deposits and Operating Hours**

No.	Items / Descriptions	Charges / Deposits / Operating Hours
1.	Major renovation deposit * Refer to those renovations will take 3 days and above, as well as involve major drilling and hacking, i.e. - waterproofing and major repairs - Metal grille installations	RM5,000.00 per unit
2.	Minor renovation deposit - built-in fitting installations - air-conditioning installations - minor repairs and servicing works	RM1,000.00 per unit
3.	Renovation debris disposal fee (including admin fee) <i>*applicable to major renovations only</i>	RM250.00 per unit
4.	Moving in / moving out deposit	RM500.00 per unit
5.	Loss of security pass	RM50.00 per card
6.	Operating hours (for major renovations only)	Weekday: 9am – 5pm Saturday: 9am – 1pm

No.	Items / Descriptions (Cont'd)	Charges / Deposits / Operating Hours
7.	Operating hours (for minor renovations and moving in / moving out only)	Weekday: 9am – 5pm Saturday: 9am – 5pm

**D. The Short-Term Stay**

No.	Items / Descriptions	Charges / Deposits / Operating Hours
1.	Check-in	7am – 10pm



2	Security deposit	RM5,000.00 per unit
3.	Exceeding maximum permitted number of guests	RM200.00 per extra guest

**E. Common Facility Related Charges, Deposits and Operating Hours**

No.	Common Facility	Deposit	Rental	Operating Hours
1.	Multipurpose hall	RM200.00	RM100.00 per half-day usage RM200.00 per full-day usage	Half day: <6 hours Full day: >6 hours
2.	Cafeteria / Gourmet living	RM200.00	RM100.00 per usage	8am – 11am 12pm – 4pm 6pm – 10pm
3.	BBQ area (includes Pre-function terraces)	RM200.00	RM100.00 per usage	8am – 10pm
4.	Business centre (Meeting rooms or small rooms)	RM200.00	RM50.00 per half-day usage RM100.00 per full-day usage	Half day: <6 hours Full day: >6 hours
5.	Business centre (Conference)	RM200.00	RM100.00 per half-day usage RM200.00 per full-day usage	Half day: <6 hours Full day: >6 hours
6.	Dancing studio (2 hours per session)	-	-	7am – 10pm
7.	Squash court (2 hours per session)	-	-	7am – 10pm
8.	Jacuzzi	-	-	7am – 10pm
9.	Infinity pool	-	-	7am – 10pm
10.	Wading pool	-	-	7am – 10pm
11.	Water play	-	-	7am – 10pm
12.	Meditation deck	-	-	7am – 10pm
13.	Sauna	-	-	7am – 10pm
14.	Playground	-	-	7am – 10pm
15.	Business centre	-	-	7am – 10pm
16.	Tea house	-	-	7am – 10pm
17.	Outdoor gymnasium	-	-	7am – 10pm
No.	Common Facility (Cont'd)	Deposit	Rental	Operating Hours
17.	Kickboxing	-	-	7am – 10pm
18.	Indoor gymnasium	-	-	6am – 12am
19.	Sky terraces and sky gardens*	-	-	7am – 10pm

**APPENDIX I**  
**THIRD SCHEDULE of the Strata Management**  
**(Maintenance and Management) Regulations 2015**

**PART 1: PRELIMINARY**

**1. Application**

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

**2. Interpretation**

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

**PART 2: THE MANAGEMENT CORPORATION**

**3. Functions of the Management Corporation**

The Management Corporation shall:-

- (1) maintain in a state of good and serviceable repair, and, where necessary, renew or upgrade, the fixtures and fittings, lifts, installations, equipment, devices and appliances existing in the development area and used or capable of being used or enjoyed by occupiers of two or more parcels;
- (2) maintain, repair and, where necessary, renew or upgrade sewers, pipes, wires, cables and ducts existing in the development area and used or capable of being used in connection with the enjoyment of more than one parcel or the common property;
- (3) where applicable, establish and maintain suitable lawns and gardens on the common property;
- (4) where applicable, manage, maintain and secure suitable operators for any of the common utilities, amenities and services in the common property, such as launderette, convenience store, cafeteria, nursery and others, to reasonable standards of safety and health for the convenience, comfort and enjoyment of the proprietor and occupiers;
- (5) renew and upgrade common property where necessary for the purpose of retaining and adding the market value of parcels in the development area;
- (6) on the written request of a proprietor of a parcel and on payment of a fee which shall not exceed fifty ringgit, furnish to the proprietor, or to a person authorised in writing by the proprietor, the copies of all policies of insurance effected under the Act or effected against such other risks as directed by the proprietor by a special resolution, together with the copies of the receipts for the last premiums paid in respect of the policies;
- (7) set up, manage and maintain proper procurement procedures and tender process in a fair and transparent manner for all proprietors, acquisitions or awards of contracts in connection with The Management Corporation and maintenance of the common property;
- (8) set up, manage and maintain a good credit control system in the collection of maintenance charges and contribution to the sinking fund and any other charges lawfully imposed by The Management Corporation;
- (9) administer and enforce the by-laws and any additional by-laws made under the Act; and
- (10) without delay enter in the strata roll any change or dealing notified to it by any proprietor.

**4. Common Property for Common Benefit**

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

**5. Provision of Amenities or Services**

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

**6. Defaulters**

- (1) For the purpose of these by-laws:-
  - (a) A defaulter is a proprietor who has not fully paid the charges or contribution to the sinking fund in respect of his parcel or any other money imposed by or due and payable

to The Management Corporation under the Act at the expiry of the period of fourteen days of receiving a notice from The Management Corporation; and

- (b) Any restriction or action imposed against a defaulter shall include his family or any chargee, assignee, successor-in-title, lessee, tenant or occupier of his parcel.
- (2) If any sum remains unpaid by the proprietor at the expiry of the period of fourteen (14) days specified in subparagraph 6(1)(a) of these by-laws, the proprietor shall pay interest at the rate of ten (10%) per annum on a daily basis or at such rate as shall be determined by The Management Corporation at a general meeting, until the date of actual payment of the sum due.
- (3) The Management Corporation may prepare a defaulters' list showing the names of the defaulting a proprietor, their respective parcels and the amount of the sum that remains unpaid, and may display the list of defaulters' names on the notice boards in the building provided that such list shall be updated by The Management Corporation at the end of every following calendar month.
- (4) The Management Corporation may, at the expiry of the period of fourteen (14) days specified in subparagraph 6(1)(a) of these by-laws, and without prior notice, deactivate any electromagnetic access device such as a card, tag or transponder, issued to a defaulter until such time that the any sum remaining unpaid in respect of his parcel has been fully paid, together with a charge not exceeding ringgit fifty (RM50) that may be imposed by The Management Corporation for the reactivation of his electromagnetic access device. During the period of the deactivation of his electromagnetic access device, The Management Corporation may require the proprietor to sign in a defaulters' register book each time that the defaulter requires any assistance for entry into or exit from the Building or the development area.
- (5) The Management Corporation may stop or suspend a defaulter from using the common facilities or common services provided by The Management Corporation, including any car park bay in the common property that has been designated for the use of the defaulter.
- (6) The Management Corporation may enter into any instalment payment scheme in writing with a defaulter to enable the defaulter to settle his outstanding sum in such number of instalments or upon such terms and conditions as The Management Corporation shall deem fit and proper, including withholding any action permitted under subparagraphs 6(4) and 6(5) of these by-laws.
- (7) The Management Corporation may accept payment of any sum due by a defaulter which is made by his chargee, assignee, successor-in-title, lessee, tenant or occupier, and any of the aforesaid persons who had made such payment shall be deemed to be irrevocably authorised by the defaulter to do so.

**7. Powers of a Management Corporation to Impose a Fine**

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

**PART 3: THE PROPRIETOR**

**8. General Duties of a Proprietor**

A proprietor shall:-

- (1) promptly pay to The Management Corporation the charges and contribution to the sinking fund relating to his parcel, and all other money imposed by or payable to The Management Corporation under the Act;
- (2) promptly pay all quit rent, local authority assessment and other charges and outgoings which are payable in respect of his parcel;
- (3) permit The Management Corporation and its servants or agents, at all reasonable times and on reasonable notice being given (except in the case of emergency when no notice is required), to enter his parcel for the purpose of:-
  - (a) investigating leakages or other building defects;
  - (b) maintaining, repairing, renewing or upgrading pipes, wires, cables and ducts used or capable of being used in connection with the enjoyment of any other parcel or the common property;
  - (c) maintaining, repairing, renewing or upgrading the common property; and
  - (d) executing any work or doing any act reasonably necessary for or in connection with the performance of its duties under the Act or the regulations made thereunder, or for or in connection with the enforcement of these by-laws or additional by-laws affecting the development area;
- (4) forthwith carry out all the work ordered by any competent public or statutory authority in respect of his parcel other than such work for the benefit of the building or common property;
- (5) repair and maintain his parcel, including doors and windows and keep it in a state of good repair, reasonable wear and tear, damage by fire, storm, tempest or act of God excepted, and shall keep clean all exterior surfaces of glass in windows and doors on the boundary of his parcel which are not common property, unless The Management Corporation has resolved that it will keep clean the glass or specified part of the glass or the glass or part of the glass that cannot be accessed safely or at all by the proprietor;
- (6) maintain his parcel including all sanitary fittings, water, gas, electrical and air-conditioning pipes and apparatus thereof in a good condition so as not to cause any fire or explosion, or any leakages to any other parcel or the common property or so as not to cause any annoyance to the proprietor of other parcels in the development area;
- (7) forthwith repair and make good at his own cost and expense any damage to his parcel if such damage is excluded under any insurance policy effected by The Management Corporation and to carry out and complete such repair within any time period specified by The Management Corporation, failing which The Management Corporation may carry out such repair and the cost of so doing shall be charged to the proprietor and shall be payable on demand;
- (8) not use or permit to be used his parcel in such a manner or for such a purpose as to cause nuisance or danger to any other proprietor or the families of such proprietor;
- (9) not use or permit to be used his parcel contrary to the terms of use of the parcel shown in the plan approved by the relevant authority;

- (10) notify The Management Corporation forthwith of any change in the proprietorship of his parcel or any dealings, charges, leases or creation of any interest, for entry in the strata roll; and
- (11) use and enjoy the common property in such a manner so as not to interfere unreasonably with the use and enjoyment thereof by other proprietors.

**9. General Prohibitions for a Proprietor**

A proprietor shall not:-

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

**10. Prohibitions of nuisance**

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

**11. Appearance Façade and Colour of the Exterior of Parcel**

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

**12. Storage of Inflammable or Explosive Materials**

- (1) In a building or part of a building used for any Residential or dwelling purposes, a proprietor shall only use or store in his parcel any inflammable chemical, liquid, gas and other material for domestic purposes only or for a fuel tank of a motor vehicle or an internal combustion engine provided that the storage of such substances or materials shall not be in excess of the quantity reasonably required for domestic purposes.
- (2) Nothing in these by-laws authorises or nothing in the additional by-laws shall authorise any proprietor to use or store in his parcel or the common property, any inflammable or explosive

chemical, liquid, gas and material that contravenes any written law regulating the use or storage of such substances or materials.

**13. Pest Control**

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

**14. Keeping of Animals**

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

**15. Drying of Laundry**

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

**16. Compliance with By-laws**

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

**PART 4: THE COMMON PROPERTY**

**17. Identification**

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

**18. Fire Fighting Installation or Equipment**

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

**19. Notices and Signs**

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

**20. Prohibition of Obstruction**

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

**21. Garden, Lawns and Potted Plants**

- (1) A proprietor shall not damage any lawn, garden, tree, shrub, plant or flower in the common property.
- (2) A proprietor shall not use any part of the common property for the purpose of his own garden, except with the prior written approval of The Management Corporation.
- (3) The lawns, garden, tree, shrub, plants and flowers in the common property are for the enjoyment of the proprietor and enhancement of the aesthetic value of the Development Area



and no person may remove any plant or vegetation in the common property except with the prior approval of The Management Corporation.

- (4) Any potted plant or flowers situated in a parcel shall be placed in suitable containers to prevent the dripping of water or soil onto other neighbouring parcels or the common property and these containers shall be frequently emptied of water or treated to prevent the breeding of mosquitoes.
- (5) A proprietor shall ensure that any potted plant or flowers or any other solid objects placed, hung or displayed on the perimeter of his parcel shall not fall from the parcel or cause any harm or damage to a proprietor of any other parcel or the common property.

**22. Encroachment on Common Property and Other Parcels**

- (1) A proprietor shall not do anything to his parcel which may encroach on any part of the common property or any other parcel.
- (2) A proprietor shall not mark, paint, put up posters or banners or notices, drive nails or screws, or fasten brackets or the like into, or otherwise damage or deface, any part of the common property except with the prior written approval of The Management Corporation. An approval given by The Management Corporation shall not authorise any additions to the common property.
- (3) A proprietor may install –
  - (a) any locking or safety device for protection of his parcel against intruders or to improve safety within his parcel;
  - (b) any screen or other device to prevent entry of animals or insects into his parcel; or
  - (c) any safety structure or device to prevent children from harm;
- (4) Provided that such installations shall not encroach on any part of the common property and any locking or safety device, screen, any other device or structure shall be installed by the proprietor in a competent and proper manner and shall have an appearance that will complement the building and shall be in keeping with the appearance of the rest of the building.
- (5) A proprietor shall not leave or store any of his personal belongings such as shoes, potted plants and flowers, cabinets, shelves, vehicles and the like on the common property except with the prior written approval of The Management Corporation.

**23. Furniture Fixtures and Fittings**

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

**24. Children Playing on Common Property**

In a building used for Residential or dwelling purposes, a proprietor shall take all reasonable steps to ensure that any child of whom he has control, when playing on the common property or any of the

facilities thereon, shall not cause any harm to themselves or cause any vandalism or damage to the common property or create any noise or nuisance likely to interfere with the peaceful enjoyment of the other proprietors.

**PART 5: VEHICLES**

**25. Vehicles**

- (1) Every vehicle shall be properly parked in the designated parking bay without causing any obstruction to any adjacent vehicle or the flow of traffic. An improperly parked vehicle may be towed away or wheel-clamped by The Management Corporation, at the vehicle owner's cost without prior notice, and in such a case:-
  - (a) the wheel clamp will only be removed after payment to The Management Corporation of a charge imposed by The Management Corporation which shall not exceed ringgit two hundred, and with any towing cost and holding charge actually incurred by The Management Corporation; and
  - (b) The Management Corporation shall not be liable for any damage or loss caused to such vehicle by the towing or wheel-clamping of the vehicle.
- (2) Any unauthorised vehicle parked in common property or any vehicle parked outside the designated car parking bay or in any parking bay designated for another proprietor may be towed away or wheel-clamped by The Management Corporation, at the vehicle owner's cost without prior notice, and in such a case:-
  - (a) the wheel clamp will only be removed after payment to The Management Corporation of a charge imposed by The Management Corporation which shall not exceed ringgit two hundred, and any towing cost and holding charge actually incurred by The Management Corporation; and
  - (b) The Management Corporation shall not be liable for any damage or loss caused to such vehicle by the towing or wheel-clamping of the vehicle
- (3) No major repairs shall be carried out by any person to any vehicle parked in the development area and for this purpose; "major repairs" means repair works which involve excessive noise, fumes, spillage of oil, and use of chain blocks or other medium or heavy duty weight lifting equipment.
- (4) No additional construction or structure of any form shall be erected on any parking bay in the development area without the prior written approval of The Management Corporation.
- (5) Any person using the car park in the development area shall ensure that he does not leave any equipment, spare part, discarded material, rubbish and litter in the car park area. The Management Corporation may remove and dispose of such items without any prior notice and shall not be liable for any damage or loss of such items, and the cost incurred in doing so shall be borne and paid by the person concerned on demand.
- (6) All vehicles shall be driven carefully and safely in the development area.
- (7) Any vehicle owner of a vehicle parked in the development area shall ensure that the vehicle alarm is well maintained and in order so that there shall not be frequent false alarms causing nuisance or annoyance to other proprietors. If the false alarms become a frequent nuisance or annoyance to other proprietors, The Management Corporation may prohibit the vehicle from entering the development area for such period and upon such terms as The Management Corporation shall deem fit and proper.

**PART 6: DISPOSAL OF SOLID WASTE**

**26. Solid Waste Disposal**

- (1) A proprietor shall not cause any unsightly accumulation of dirt, garbage, rubbish or debris in his parcel and accessory parcel that is visible from the outside and affecting the appearance or façade of the building or common property.
- (2) A proprietor shall not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except in a place designated for such purpose by The Management Corporation.
- (3) A proprietor shall ensure that any refuse from his parcel is properly disposed of at the refuse chute, or into the refuse bins at the common refuse chamber or at any designated facility provided in the Building or the development area. Any spillage from his refuse shall be promptly removed and cleaned up by the proprietor.
- (4) In disposing of his refuse, a proprietor shall ensure that the refuse is securely wrapped and that any recyclable material or waste is separated and prepared in accordance with the applicable recycling guidelines.
- (5) Large, bulky or heavy objects shall not be discarded by a proprietor at any refuse chute or common refuse chamber and such items shall be removed from the building or common property by the proprietor unless there is a designated facility in the development area approved by The Management Corporation for this purpose.
- (6) A proprietor shall not:-
  - (a) dispose his refuse into 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;
  - (b) allow any object, refuse or rubbish of any description to be thrown or swept or emptied out of any external window or door of a parcel, or abandoned in any corridor, lobby, lift, landing, staircase, car park or any other part of the common property;
  - (c) deposit or throw or let fall onto another parcel or the common property, any rubbish, dirt, dust or discarded item or material;
  - (d) dispose of any object into any chute which may obstruct the free fall of refuse in the chute and cause blockage therein; and
  - (e) throw live cigarette butts into any refuse receptacle.

**PART 7: RENOVATIONS**

**27. Renovation works and repairs**

- (1) A proprietor shall not carry out any renovation works to his parcel without first obtaining a prior written approval from the management corporation and, where necessary, from the appropriate authority.
- (2) In giving approval for any renovation works, the management corporation may require the proprietor to place an amount with the management corporation as a deposit for compliance with these by-laws or any additional by-laws relating to such renovations works and may require that the renovation works be completed within a certain time.

**BY-LAWS**

- (3) It is the sole responsibility of the proprietor to check with the appropriate authority for the need of any approval to carry out the renovation works and the proprietor shall pursue the matter with the appropriate authority on his own initiative. If the proprietor applies for any approval from the management corporation for permission to carry out renovations works, the management corporation is entitled to assume that the proprietor has obtained the necessary approvals from the appropriate authority, where necessary, and a copy the approvals of the appropriate authority shall be submitted to the management corporation at the time of application for approval by the management corporation. If the management corporation gives its approval for any renovation works and it is subsequently discovered that the requisite approvals from the appropriate authority were not obtained or not properly obtained, the proprietor shall be solely responsible to the appropriate authority and the approval granted by the management corporation for renovation works shall be deemed rescinded forthwith.
- (4) All renovation works in a parcel shall be confined to the boundaries of the parcel and no works shall be carried out on any part of the common property.
- (5) Renovation waste or refuse shall not be discarded by a proprietor or his workmen at any refuse chamber or sink or water closet or any part of the common property and such items are required to be removed from the building by the proprietor or his workmen unless there is a designated facility in the building approved by the management corporation for this purpose.
- (6) A proprietor shall ensure that any renovation works to his parcel shall not in any way whatsoever affect or weaken any structural member support, including shear walls or structural load-bearing beams or columns in the building. If any damage is caused to any of the building structural members by such renovation works, the proprietor shall at his own cost immediately rectify and make good the damage under the supervision of a competent civil and structural engineer appointed by the management corporation and the proprietor shall bear all cost relating thereto.
- (7) A proprietor shall take full responsibility for any defect or damage to the common property as a result of the renovation works or repair works to his parcel and if any damages is caused the proprietor shall immediately at his own cost, rectify and make good the damage to the satisfaction of the management corporation.
- (8) A proprietor shall ensure that adequate precautions are taken against damaging any concealed wirings, cables, pipes and ducts during the renovation works or repairs to his parcel, and any such damage caused by the renovation or repair works shall be rectified and made good immediately to the satisfaction of the management corporation and any competent civil and structural engineer appointed by the management corporation and the proprietor shall bear all cost relating thereto.
- (9) If the proprietor intends to change the floor finishes to any wet area in his parcel, he shall replace the existing damp proof membrane with a new damp proof membrane, continuing upwards at any wall junction for at least 150 mm high. If the proprietor intends to change the wall tiles in a wet area, the proprietor shall similarly replace the affected part of the damp proof membrane at the junction of the wall and the floor.
- (10) A proprietor shall ensure that any renovation or repair works to his parcel shall not in any way cause inconvenience or danger to the other proprietors in the building.

**28. Restrictions in Renovation Works**

- (1) Unless prior approval in writing has been obtained from the appropriate authority and the management corporation, a proprietor shall not:-
  - (a) construct another floor level to his parcel (e.g. to split the level of any portion of the existing floor in the parcel by adding platforms);

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

**29. Other Prohibitions**

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

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

**30. Power of Management Corporation to take Proceedings as Agent for a Proprietor in case of Defects to Parcels**

Where:-

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

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

**APPENDIX II  
ADDITIONAL BY-LAW:**

**IN RELATION TO ANIMALS AND PET OWNERSHIP FOR RESIDENSI NOVUM.  
ADOPTED IN SECOND (2ND) ANNUAL GENERAL MEETING (AGM) WHICH WAS HELD ON 1ST APRIL 2023.**

**I. Supersede**

- a. This By-Laws in Relation to Animals and Pet Ownership ("By-Laws 2") shall supersede all references made to animals and pet, as set out in By-Laws for Residensi Era Novum ("By-Laws 1"). In the event of any inconsistency between By-Laws 1 and By-Laws 2, the rules and regulations set out in By-Laws 2 shall prevail to the extent of such inconsistency.

**II. Definitions and Interpretation**

- a. Save and except as expressly provided in this By-Laws 1, all capitalised words shall have the same meaning ascribed to it in By-Laws 1.
- b. For the purpose of this By-Law 2, "Pet Owner" refers to any Resident who owns a pet.

**III. Pet Rights and laws for pet owners living in the Development Area**

- a. Subject to Section 4 below, Resident is allowed to keep animals or pet as long as the pet:
  - i. does not cause annoyance or nuisance to other residents;
  - ii. does not cause danger to the safety or health of other residents;
  - iii. does not contravene any written law or rules and regulations of Kuala Lumpur City Hall ("DBKL").

[Reference: By-Law 14(1) of the Third Schedule of the Strata Management (Maintenance and Management) Regulations 2015]

- b. In a communal living, Resident and Pet Owner must understand the meaning of co-existence and co-operation. Pet owner is given liberty in many respects but at the same time, Pet Owner has a duty to be considerate. Resident has a duty to be considerate too.
- c. Animal companions are an inseparable part of Pet Owner's life. With a cooperative attitude, the Management can ensure the welfare of pets and safety of Residents, licensees, guests and invitees.

**IV. Type of Prohibited Animals or Pet**

- a. Subject to 3.1 (c), the following are type of animals expressly prohibited by Management.
  - i. exotic pet such as snake constrictor, scorpion, turtle, chimp and monkey;
  - ii. vermin such as bat, cockroach, mouse, rat, grasshopper, pigeon and bird; and
  - iii. livestock such as chicken, duck, pigeon, goat, sheep, cow, and pig.

The list is non-exhaustive. If unclear, please check with Management.

**V. Restrictions**

- (a) Subject to the Section 3 and Section 4, only small animals are allowed. There is a limit to the number of pets allowed in each Parcel. A Pet Owner is only allowed to have a maximum of one (1) dog and/or one (1) cat in the Parcel.
- (b) For other animals, please check with Management. Pets shall not be kept, bred, or used for any commercial purpose

**VI. Licensing**

- (a) Dog licence is required by DBKL. For any dog licence application to be made, Pet Owner may approach Management to obtain the Keeping of Pet Consent Form.



**VII. Responsibilities of Pet Owner**

**a. Pet Owner is required to: -**

- i. Keep the pet within the Parcel. The pet should be kept strictly within the Parcel and shall not be allowed to stray or run loose outside the Parcel and Common Property;
- ii. Be Considerate when using the lift. Pet is allowed to use the lift. However, Pet Owner should understand that not everyone likes pet. As such, do pick up the pet when there are other people in the lift or wait for the next lift.
- iii. Train the pet: Pet Owner should provide ample obedience training so that the pet behaves untowardly in the Common Area;
- iv. Supervise the pet. Even if pet is well-trained, it is necessary to supervise the pet when in Common Area. Pet Owner has a duty to ensure that the pet is not aggressive or hostile towards other people and/or pets;
- v. Keep the pet healthy. Pet should be kept clean, healthy and vaccinated. For dogs, pet should be vaccinated for canine adenovirus type 2, canine distemper, canine parainfluenza, and canine parvovirus or other type of vaccination advised by the vet. For cats, it should be immunised against chlamydia psittacine, feline panleukopenia, feline calicivirus and feline rhinotracheitis or other type of vaccination advised by the vet;
- vi. Keep vaccination records: Pet Owner should ensure that the pet is vaccinated on a timely basis. The Management has a right to ask for vaccination records and Resident must provide such record as soon as reasonably practicable;
- vii. Use the Leash: For as long as the pet is in the Common Area, the use of leash is required to assure safety of other people and other pets;
- viii. Be a responsible pet owner. Make sure the pet gets ample exercise, so they are not excessively energetic. If the pet is alone for long hours, make sure it has ample food, water, and toys.
- ix. Clean up after: It is the main concern that most people have is cleanliness, so make sure the pet is toilet trained. Pet is not allowed to urinate or defecate on at any part of the Common Property, which includes but not limited to walls, floors, roads, shoulders, roads, lamp post areas, green reserves, plants, and the Visitors' Car Park Lots. Pet is only allowed to urinate on the open garden around Tower A and behind the commercial units. Sanitary cleanliness is very important, pick-up after the pet defecate. The securely bagged defecation should only be disposed in the rubbish bin; and
- x. For cat. Do not flush cats defecate down the toilet. It will cause clogging in the sewer.

**VIII. Prohibited Areas**

- a. Pet is allowed in the Common Area except the following locations:
  - i. Surau;
  - ii. Swimming Pool;
  - iii. Multipurpose Hall;
  - iv. Gourmet living;
  - v. Business Centre (Conference and Meeting Room);
  - vi. Squash;
  - vii. Indoor gymnasium;



- viii. Outdoor gymnasium;
- ix. Kickboxing area;
- x. Dancing Studio; and
- xi. Sauna

**IX. Responsibilities of Resident without pets**

**a. When approaching a pet, especially dog:**

- i. Always ask permission before petting. Pet Owner will tell you whether or not their pet is comfortable being touched. If the Pet Owner says no, please respect that.
- ii. Don't stare don't bark and don't do something intentionally to startle the dog. This behaviour can be seen as threatening or aggressive by dog and it may react by barking or growling.
- iii. Move slowly and let the dog come to you. Sudden movements can startle a dog, who may react by barking or growling. Hold out a closed fist for the dog and talk softly, in an upbeat voice to him. If he approaches, sniffs and then stays, it's a yes for the pet. If he sniffs and walks away or doesn't approach, it's a no.
- iv. Never lean over a dog or put your face next to theirs. Some dogs become very nervous when a human leans over or crowds them. Turn your body slightly away from the dog as you pet him. Avoid petting a dog directly on the head.
- v. Observe the signals. After a few strokes check the dog's body language. Is he trying to pull away or moving closer? Is he tensing up or relaxed? Take your signals from the dog – if they're not happy, stop what you're doing.
- vi. Hugs. While humans love hugs, it is not a natural behaviour among canines and many dogs experience high levels of stress when embraced or kissed because they feel trapped and unable to escape. Note: If Pet Owner's dog is normally friendly but suddenly begins growling or biting when being petted, check with your veterinarian to make sure your pet isn't sick or experiencing pain.

**X. Breach and Penalty**

- a. In the event of any breach of Section 3.1, the Pet Owner shall, within 3 days upon receipt of a written notice from the Management Corporation, remove the particular animal from the Development Area. If the Pet Owner fails to do so, the Management Corporation may take whatever action deemed necessary to remove the particular animal from the Development Area and –
  - i. all cost incurred shall be charged to and imposed on the Resident, and
  - ii. the Management Corporation shall not be liable for any damage reasonably caused to the property of the Resident in the process of removing such animal.
- b. In the event of any other breach of By-Laws 2, Management shall be entitled to impose a fine of Two Hundred Ringgit Malaysia (RM200.00) for each breach.

