



BEACON<sup>®</sup>  
EXECUTIVE SUITES

# HANDBOOK

VERSION 3

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*A Glittering Icon of  
Exceptional Modern Living*

A FREEHOLD DEVELOPMENT BY ASPEN

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# 01. PREAMBLE

## INTRODUCTION

This Handbook contains amongst others the House Rules and Regulations of “BEACON EXECUTIVE SUITES” and other useful information for the Residents of BEACON EXECUTIVE SUITES.

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

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

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

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

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

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

## 02. DEFINITIONS

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

- a. "Owner(s)" means the persons, who own a Parcel and who has a legal title to the same;
- b. "Guest(s)" means any persons other than a Resident whose presence in BEACON EXECUTIVE SUITES is at the invitation of a Resident;
- c. "Tenant(s)" means any persons occupying a Parcel pursuant to a licence, consent or permission, express or implied or pursuant to any valid written lease or tenancy agreement or other similar arrangement with the Owner(s), including but not limited to short term rentals of the Parcel as hostel, boarding home, commercial homestay such as Airbnb or anything similar via Airbnb, Facebook or any other media platform, irrespective of whether the licence, consent or permission or lease, tenancy agreement or other similar agreement may have been subsequently revoked, lapsed and/or terminated;
- d. "Resident(s)" means any persons who is either a Lessee, Tenant or Owner of one of the Parcels and is presently residing in a Parcel in BEACON EXECUTIVE SUITES;
- e. "Lessee(s)" means any person who is/are for the time being leasing one of the Parcels and who is also using, occupying and/or residing therein;
- f. "Owner(s) and/or Resident(s)" when used together herein shall mean to include his Invitees or other occupiers occupying the said Parcel and their employees, agents, servants and contractors;
- g. "Management" means the Developer or Joint Management Body or Management Corporation (when formed) or any appointed Property Manager authorised by the Developer or Joint Management Body or Management Corporation (when formed) to enforce these House Rules and Regulations and shall include its successors, assignees and persons deriving title thereunder;
- h. "Property Manager" means the company appointed and authorised by the Developer or Joint Management Body (when formed) or Management Corporation (when formed) to manage BEACON EXECUTIVE SUITES;
- i. "Invitee(s)" means any persons who are not occupants of any Parcel within the Building but whose presence are at the invitation of an Owner, a Lessee or a Tenant and includes without



limitation to the Owner's, Lessee's or Tenant's family members, employees, Guests, agents, servants, workmen, licensees, visitors, contractors or other Invitees(s) and "Invitee" shall be construed accordingly;

- j. "Common Property" means any place of BEACON EXECUTIVE SUITES and the Building which are not comprised in any Parcel (including accessory parcel) which shall include but is not limited to the structural elements of the Building, stairs, stairways, fire escapes, entrances and exits, corridors, lobbies, fixtures and fittings, lifts, refuse chutes, refuse bins, compounds, drains, water tanks, sewers, pipes, wires, cables and ducts that serve more than one parcel, the exterior of all common parts of the Building, roof, playing fields and recreational areas, driveways, open spaces [except and excluding those which are an individual Parcel (to be stratified) for sale and/or have been accessorised], landscape areas, walls and fences, and all other facilities and installations and any part of the land used or capable of being used or enjoyed in common by all occupiers of the Building;
- k. "Common Facilities" means common rooms, spaces and facilities serving the housing development, and the services provided or to be provided in relation thereto, as specified herein and as may be reviewed and varied by the Management at its absolute discretion at any time and from time to time;
- l. "Building" means BEACON EXECUTIVE SUITES;
- m. "Parcel" means a unit within BEACON EXECUTIVE SUITES and as defined in Section 2 of the Strata Management Act 2013;
- n. "Appropriate Authorities" means in relation to any matter or issue, the government, semi-government, quasi-government, statutory or public authority, agency, body, department or organisation (and includes a ministry or minister or other public official or statutory person) which has the jurisdiction over, or the right, power and authority, to control, administer, determine or otherwise decide on such matter or issue;
- o. "Strata Management Act 2013" includes the Strata Management (Maintenance and Management) Regulations 2015 and any enactment as re-enacted, replaced or modified from time to time, whether before, on or after the date hereof;
- p. "Developer" means Aspen Vision Builders Sdn Bhd (Company No. 1067239-H), a company incorporated in Malaysia with its registered office at Suite 16-1 (Penthouse Upper), Menara Penang Garden, 42A Jalan Sultan Ahmad Shah, 10050 Penang and a place of business at No. 300, Jalan Macalister, 10450 George Town, Penang;

- q. "Other Owner(s)" means the collective reference to all the Other Owners (other than the Owner) and/or occupants of the other Parcels.

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## 03 DUTY OF OWNER(S) AND/OR RESIDENT(S)

### 3.1. NOTIFICATION AND OWNER'S AGENT

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

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

The Owner(s) shall notify the Management when the Parcel is tenanted, including short term rentals of the Parcel as hostel, boarding home, commercial homestay such as Airbnb or anything similar via Airbnb, Facebook or any other media platform. The Owner(s) shall furnish the Management with complete details of the tenancy/lease/licence and ensure that the Tenant(s) submits a "Tenant's Registration Form" to the Management together with the tenancy agreement/lease agreement/licence agreement and/or any other documents deemed relevant by the Management and shall ensure that the said Parcel is not used, rented or leased for use other than its permitted use and the relevant agreement(s) must incorporate this Handbook. Failing which, the management may, without prior notice, deactivate the access cards that allow the said owners use the Common Facilities until such time all information has been furnished to the Management. Further the Owner shall be fully responsible to ensure that the Tenant(s) complies with the provisions of this Handbook at all times provided that the Owner shall be responsible for any default or breach by the Tenant(s) of any of the Owner's covenants or obligations herein.

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

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

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



A fine not exceeding Ringgit Malaysia Two Hundred (RM200.00) shall be imposed by the Management against the parcel owners for each and every breach of rule 3.1.

## 3.2. PAYMENT OF CHARGES

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

### 3.2.1. SERVICE CHARGES

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

- a. Maintaining the Common Property in good condition;
- b. Paying for expenses incurred in providing cleaning services, security services and amenities for the Residents;
- c. Payment for premiums for insurance, rent, rates and utilities;
- d. Complying with any notice by the local authority;
- e. Carrying out the inspection, maintenance and repair of all electrical wiring systems, water tanks, swimming pool, landscaping and carrying out minor painting works;
- f. Paying fees for auditing of accounts and any other fees for appointment of consultants;
- g. Paying all charges for administration of accounts;
- h. Repair and maintenance of consumables, equipment and hardware such as lighting server and CCTV;
- i. Management office expenses;

- j. Contingencies that are deemed necessary for the upkeep, safety and security of BEACON EXECUTIVE SUITES;
- k. Any fees for the use of the BEACON EXECUTIVE SUITES Community Application and any other software;
- l. Remuneration or fees for staff engaged to manage BEACON EXECUTIVE SUITES and any appointed managing agent acting as Property Manager; and
- m. Meeting other expenses of a general or regular nature relating to the maintenance and management of BEACON EXECUTIVE SUITES.

### 3.2.2. SINKING FUND

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

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

### 3.2.3. INSURANCE PREMIUM

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

### 3.2.4. PAYMENT OF CHARGES DUE TO THE MANAGEMENT

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



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

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

### 3.2.5. PAYMENT MODE

For safety reasons, no cash is accepted by the Management for payment of monthly maintenance charges, sinking fund, quit rent, fire insurance and other miscellaneous charges or fees. Only cheques or online payment with proof of payment will be accepted for receipt issuance.

## 04 OCCUPANCY AND RESTRICTIONS

### 4.1. USE OF THE PARCEL

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

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

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

- a. Funeral parlour or any related or similar businesses or activities including without limitation the marketing of plots of land for burial of the dead;
- b. Any businesses or trades in connection with the supply of items or services for funerals and other funeral related occasions;
- c. Any businesses or trades in connection with or related to the supernatural and/ or the occult;
- d. Any businesses or trades in connection with or related to budget hotels or any commercial establishment offering health and beauty treatment through such means as steam baths, exercise equipment or massage including any reflexology centre or beauty parlour or any internet café unless otherwise agreed in writing by the Developer and/or the Management;
- e. Any purposes (illegal or otherwise) which may be injurious or prejudicial to the reputation of the Building and/or BEACON EXECUTIVE SUITES;
- f. The setting up of places of worship and prayer in respect of any cult, religion or belief including the carrying out of any funeral rites;
- g. As workshops or show room for any type of vehicles (motorised or otherwise) including but not limited to motorcars, motorcycles or bicycles;

- h. Any businesses or trades which require frequent vehicles access for purpose of loading or unloading the goods or products or merchandises;
- i. Any activities which emit, accumulate or disseminate or may emit accumulate or disseminate any unpleasant odour, fumes or dirt or cause nuisance to the Other Owner(s), their Invitee(s), general public and the neighbouring occupiers;
- j. Any activities dealing with substances and chemicals of an explosive, volatile, combustible and/or dangerous character and their by-products;
- k. Any unlicensed businesses or trades for public entertainment and amusement which involve gaming in/of any form;
- l. Any immoral, improper, offensive or unlawful businesses or trades including without limitation the operation of brothels or any activities which involve illegal businesses in any form;
- m. A place for public or private auction;
- n. Any religious or political activities;
- o. Unlicensed video games or other types of recreational activities (including but not limited to pinball and/or billiard and/or snooker parlours);
- p. Unlicensed massage parlours, any forms of social escort agencies or any related activities;
- q. Conduct or permit or suffer to be conducted in, on or about the said Parcel any auction, garage sales, or large gatherings nor shall any funerals or bereavement arrangements or services be held within the said Parcel;
- r. Any other activities which in the opinion of the Management are injurious or prejudicial to the reputation of BEACON EXECUTIVE SUITES.

## 4.2. NUISANCE

### 4.2.1. GENERAL

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



Parcels and the Common Property by the Other Owner(s), Resident(s) and their Invitee(s), such as:-

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

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

#### 4.2.2. NOISE

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

- a. Honking unnecessarily within BEACON EXECUTIVE SUITES;
- b. Installation or use of equipment or apparatus within the Parcel which may cause excessive noise or vibration which can be felt or heard outside the Parcel;
- c. Any form of games which cause excessive noise; and
- d. Any musical instruments including but not limited to radios, hi-fidelity equipment, televisions, musical instruments and other like equipment to be played at such volume that would cause disturbance or nuisance to Other Owner(s), his Invitee(s) or the Management at any time.



### 4.2.3. PLANTS

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

All potted plants shall be placed in containers so as to prevent dripping of water or soil onto other parcels or the Common Property and all potted plants or plants grown in flower boxes and visible from the exterior of the Building shall be maintained in a clean and healthy condition.

Resident(s) shall ensure that any water contained in the pots and/or containers are free from mosquitoes and other harmful insects.

### 4.2.4. DRONE AND AERIAL DEVICES

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

### 4.2.5. KEEPING OF PETS AND ANIMALS

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

- d. Owner(s) and/or Resident(s) who wish to keep a pet shall register the pet with the Management; and
- e. Pets shall be carried in their pet carrier whilst in the lift or at the common facilities area.
- f. While walking pet(s) within the said Building or the said Land, the Resident(s) and/or Owner(s) shall ensure that their pet(s) do not urinate or defecate on or at any part of the Common Property and/or the said Building which includes but shall not be limited to roads, lamp post areas, green reserves, plants and the Visitors' Car Park Lots or any other building(s) or structure(s) on any part of the said Land.
- g. If any incidental defecation (including urine) by such pet(s) occur, the Resident(s) and/or Owner(s) are required to clean it up immediately by using appropriate cleaning methods which includes washing the area with water if necessary.
- h. The Management shall impose a fine not exceeding Ringgit Malaysia Two Hundred (RM200.00) against any Resident and/or Owner who fails to comply with section 4.2.5.

#### **4.2.6. HANGING OF CLOTHES**

Owner(s) and/or Resident(s) are not permitted to hang clothes or other clothing apparel or laundry or anything whatsoever for airing or drying or other purpose whatsoever on any part of the said Parcel where in the sole and absolute opinion of the Management such as clothes, clothing apparel or other things may be visible from the exterior of the said Parcel, or which may otherwise detract from the aesthetic beauty of the said Parcel and/or the aesthetic value or beauty or ambience of the Common Property and the Building.

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

#### **4.2.7. PLACEMENT OF NOTICES, ETC.**

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



#### **4.2.8. NO ILLEGAL TAPPING OF WATER / ELECTRICITY**

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

#### **4.2.9. BE CIVIC CONSCIOUS**

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

### **4.3. FIRE RISK**

#### **4.3.1. STORAGE OF NOXIOUS, DANGEROUS AND HAZARDOUS GOODS**

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

The Owner(s) and/or Resident(s) shall not store arms, ammunitions and unlawful goods which in the opinion of the Management is of a noxious or dangerous or hazardous nature. Highly combustible materials and substances shall be properly packed and labelled for disposal by a professional carrier approved by the Management at the own cost of the Owner(s) and/ or Resident(s).

#### **4.3.2. BURNING**

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

### 4.3.3. PRECAUTIONS

The Owner(s) and/or Resident(s) shall take all necessary precautions to prevent any outbreak of fire. Aerosol products such as lighter fuels and hair spray shall be kept away from any heat source or strong sunlight.

Stove, fire or heating appliance that may cause a fire to the Building due to overheating of the stove or heating appliance shall not be left unattended.

### 4.3.4. AVOIDANCE OF INSURANCE POLICY

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

Owner(s) and/or Resident(s) are required to report immediately to the Management of any incidents which might affect the fire insurance policy of the Building.

### 4.3.5. FIRE-FIGHTING AND INSTALLATION OF EQUIPMENT

The Owner(s) and/or Resident(s) shall comply with all fire and safety regulations as may be imposed from time to time at the sole and absolute discretion of the Management.

Owner(s) and/or Resident(s) shall not remove, damage, or tamper with any fire-fighting installation and equipment such as the fire sprinkler and/or fire alarm installed in the Building or Common Property without prior written approval of the Management.

Each parcel is provided with fire sprinklers which are in compliance with the Fire & Rescue Department due to the structure of BEACON EXECUTIVE SUITES. If sprinklers are removed or covered by plaster ceiling, insurance coverage will not APPLY (will be nullified).

In the event the fire sprinklers are triggered accidentally, the Management absolves itself of all liability. As such it is suggested that owners purchase additional insurance (Home Ownership Insurance) for extra protection in case there is any (accidental) damage to the interior of the parcel.



If the devices installed in compliance with the Fire & Rescue Department are required to be removed due to the nature of Renovation Works done to the Building or nature of the Owner's/ Tenant's business then all such cost and expenses for such removal or alteration and installation shall be borne and paid for by the Owner/Tenant.

The Management reserves the right to take any action that it deems appropriate against any Owner(s) whose Parcel does not conform with the rules (including the right to call the fire department or to seek legal recourse) and the Owner(s) shall indemnify the Management for all costs, expenses, damages and liabilities that may be incurred by the Management as a result thereof.

#### **4.4. MAINTENANCE AND UPKEEP**

##### **4.4.1. MAINTENANCE AND UPKEEP OF THE PARCEL**

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

the Owner(s) and/or Resident(s) shall not do or allow to be done any act, matter or thing which may result in the clogging of or any damage to the sewers or drains in, on, under or about of forming part or serving the said Parcel in which event the Owner(s) shall be liable for all damages, costs and expenses incurred by the Management in remedying such damage or blockage and the Owner(s) shall on demand pay to the Management all such damages, costs and expenses incurred within fourteen (14) days from the date of the Management's notice of demand.

- g. All Residents are required to remove any materials trapped in the floor traps of the bathrooms and wash areas so that water ponding and leakage to Parcel below can be prevented.
- h. The Owner shall at his own costs and expenses within seven (7) days from the date of the Management's written request to the Owner forthwith repair and make good all defects in and to the said Parcel and any parcels adjoining, adjacent, below and above that may be affected by the failure of the Owner to keep the said Parcel in good and substantial repair and condition or arising from any renovation works conducted. In particular, the cost of making good any inconvenience, leak, stain or damage to the Common Property and any other parcels adjoining, adjacent, below and above that may be affected by the failure of the Owner to keep the said Parcel in good and substantial repair and condition including liabilities whatsoever arising thereof shall be borne solely by the Owner. In the event the Owner fails to repair and make good the said defects or damages within the abovesaid time frame, the Management shall be entitled, at its absolute discretion on its own or by its agent to repair and make good such defects and damages and all costs and expenses for and incidental to the same shall be borne by the Owner and be paid by the Owner to the Management within seven (7) days from the date of the written request/notice for payment thereof and shall be deemed as a debt due from the Owner to the Management on the expiry of the said seven (7) days period and forthwith recoverable by action in any court of competent jurisdiction from the Owner including legal costs on a full indemnity basis.
- i. The Owner shall not discharge or permit or suffer to be discharged any solid matter from the Parcel into the drains or sewers as aforesaid nor discharge or allowed to be discharged therein any fluid of a poisonous or noxious nature or of a kind calculated to or that does in fact destroy, sicken or injure the fish or contaminate or pollute the water of any stream, river or lake (if any) and will not do or omit or allow or suffer to be done or omitted any act or thing whereby the water of any stream, river or lake may be polluted or the composition thereof so changed. In the event the Owner fails to abide, he shall fully



indemnify the Management against all damage, claims or liabilities arising out of or in consequence of any such discharge however caused.

- j. The Owner shall take all reasonable measures to prevent the escape and spillage from containers of any goods of whatsoever description in the Parcel which may be or become dangerous or offensive if allowed to escape or spill from such containers whether or not the goods are dangerous or offensive or environmentally hazardous when properly secured. In the event Owner fails to abide, the Owner shall fully indemnify the Management against all damage, claims or liabilities arising out of or in consequence of any such escape however caused.
- k. The Owner shall give at least fourteen (14) days prior written notice to the Management and to the Other Owners of the Other Parcels adjoining, adjacent, below and above the said Parcel of the Owner's intention to repair any joints, slabs, columns or beams on which the floors and the ceilings of the said Parcel are laid and shall make good any damage whatsoever and howsoever caused to all Other Parcels and/or the Common Property as the case may be affected thereof PROVIDED ALWAYS that such repair works will not affect the structural integrity/ stability of the Building and prior to such repair works the Owner has obtained all necessary written consents from the Management and/or the Appropriate Authorities.

#### 4.4.2. DISPOSAL OF WASTE

- a. Owner(s) and/or Resident(s) shall not throw rubbish, dirt or other refuse or permit the same to be thrown into the sinks, lavatories, cistern or soil pipes in the said Parcel or elsewhere in the Building save and except in the proper bins or other containers or through the refuse bins provided or in any area or location designated by the Management.
- b. Refuse shall be secured in non-porous Polythene bags before being placed in the refuse bins. All refuse shall be discarded in accordance with any guidelines or regulations in respect of segregation of waste at source imposed by the Appropriate Authorities. Combustible substances such as paint and petroleum products shall not be placed in the refuse bins.
- c. The allocated refuse centre and refuse rooms are limited to ordinary domestic refuse. Resident(s) shall make his own arrangement to dispose of heavy or bulky objects such as packing cases, packing materials, mattresses, cartons, discarded pieces of furniture items at their own cost.
- d. All residents are required to practice the culture of recycling to promote a better environment and the Management has allocated recycle bins at the designated area.

### **4.4.3. MAINTENANCE AND UPKEEP OF THE COMMON PROPERTY BY THE MANAGEMENT**

The Management shall use its best endeavours to keep the roofs, main structure, walls, floors and main drains and pipes and lifts of the Common Property and facilities in a good state of repair and maintenance.

Where the Management or its agents performs any repairs, works or acts that is required or authorised (whether, expressly or impliedly, by any written law or consequent upon any notice or order by any Appropriate Authorities or otherwise) but the repairs, works or acts were:-

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

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

### **4.4.4. ACCESS BY THE MANAGEMENT TO CARRY OUT REPAIRS**

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



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

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

#### **4.5. AIR-CONDITIONERS AND COMPRESSORS**

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

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

#### **4.6. EXTERIOR AND FAÇADE**

##### **4.6.1**

Owner(s) and/or Resident(s) shall not cause or permit to be caused on, within and/or around the exterior and/or interior of any balcony or terrace or yard appurtenant to the said Parcel any or all of the following:-

- a. to be enclosed whether partially, fully and/or completely and whether permanently, semi-permanently or otherwise;

- b. to be covered by any awning, canopy, erection or such other structure whether permanent, semi-permanent, movable or otherwise or by whatever name called;
- c. to be increased in size, depth, altered in configuration, renovations, improvements and/or changes;
- d. to be put, stored, laid, deposited, erected, placed, constructed and/or positioned any erection, structure, and/or monument, irrespective of size and whether permanent, semi-permanent, movable or otherwise; and
- e. to be put, stored, laid, deposited, planted, placed and/or positioned any vegetation save and except with the prior written consent from the Management.

#### 4.6.2

Owner(s) and/or Resident(s) shall not leave or store any unsightly items which can be viewed or seen from outside the said Parcel i.e. from the windows, walls, balconies or roofs of any Parcel.

#### 4.6.3

Owner(s) and/or Resident(s) shall not cause or permit to be caused any painting, or other decoration of any nature to the exterior of the said Parcel.

#### 4.6.4.

Owner(s) and/or Resident(s) shall not cause or permit to be caused the installation of electrical wiring, television antenna, satellite dish, ASTRO Dish, machines or other transmitting or receiving devices/apparatus to the exterior of the said Parcel.

#### 4.6.5.

Owner(s) and/or Resident(s) shall not install, construct and/or affix any grilles to the doors and windows of the said Parcel, without the prior written approval from the Management, who shall impose such terms and conditions in its sole and absolute discretion as the Management shall deem fit and proper.

#### 4.6.6.

Owner(s) and/or Resident(s) shall not affix, erect or attach or cause to be affixed, erected or attached upon any part of the exterior of the said Parcel or outside any windows thereof, any



external blinds, shades, awnings, screens or grilles, and any placard, poster, notice, advertisement, name sign whatsoever which are visible from the outside or otherwise do anything to alter or affect any part of the external appearance of the said Parcel and Building.

#### 4.6.7.

The Owner(s) shall not alter or cause to be altered the exterior façade of the said Parcel and shall ensure and maintain the aesthetic value, beauty or ambience of the said Parcel in the Building and shall not do anything to change or adversely affect the uniformity and aesthetic integrity of the said Parcel, the Building or any part thereof and that no projections/protrusions shall be extended through any walls, doors or window openings of the said Parcel.

#### 4.6.8.

The Owner(s) and Resident(s) undertakes that they shall abide by the Grille Guidelines annexed hereto as Annexure B - Main Entrance Grille Guidelines and Annexure C - Air-Conditioner Compressor Guidelines locations whereby in default of which the Management may upon giving forty eight (48) hours' notice in writing to the Owner(s), proceed to remove such structure and the costs incurred as a result thereof shall be borne by the Owner(s) and shall be deemed a debt due from the Owner(s) to the Management and the Owner(s) shall on demand pay to the Management the costs incurred within fourteen (14) days from the date of the Management's notice of demand. The Annexures hereto shall be read and construed as an essential part of this Handbook subject always to the absolute right of the Management to amend accordingly, if required.

### 4.7. CONDUCT OF CHILDREN

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

### 4.8. OTHER RESTRICTIONS

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

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



- b. Be allowed to increase the capacity of the main fuse in the electrical distribution board in the Parcel. If the Owner shall require electricity supply in excess of the supply arrangement as provided for in the distribution fuse board installed or if the Owner shall require revision to the distribution fuse board as installed, the Owner shall first obtain the prior approval in writing of the Management and the written approval of the Appropriate Authority on terms and conditions acceptable to the Management for such increase or revision. Any such approval may be withheld by the Management without any reason being assigned thereto or may be given subject to such terms and conditions as the Management deems fit. If the Owner commits a breach of this provision herein, the Owner shall be liable for all damages or losses caused or contributed by the Owner's unauthorised increase of the electricity supply or unauthorised revision to the distribution fuse board;
- c. Allow or cause to be allowed erect upon, affix to the said Parcel or any part thereof any machinery, mechanical, scientific, electrical apparatus except radio, television receiving sets (with indoor aerial) and the usual domestic electrical apparatus and in the event that such written consent is being given, the Owner(s) shall ensure that the same is properly fitted with the approved suppressors without any electrical interference to the Other Owner(s); and
- d. Leave and/or store any goods, chattel and/or vehicle which may cause danger, nuisance, inconvenience or obstruction to others and/or which may result in damage/destruction of any fauna/flora and/or any landscaping in, on and/or about the Common Property and/or any part of the Building.

#### 4.9. USE OF MANAGEMENT'S EMPLOYEE

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

#### 4.10. SHOP LOTS

Shop Lots or retail lots ("Shop Lots") within BEACON EXECUTIVE SUITES are Parcel(s) and are not part of the Common Property or Common Facilities. Such retail/business/commercial activities and/ or services at the Shop Lots shall be determined by the Management at its absolute discretion subject always to any changes that may be implemented from time to time or at any time by any private entities providing or causing to provide such activities and/or services in the Shop Lots as allowed or authorised by the Management. The Management and/or Owner(s) of the Shop Lots may organise or permit to be held on or allow the use of the Shop Lots

for such promotional or publicity campaigns, festivals, carnivals, bazaars, and other activities of a similar nature. These activities organised or permitted to be held by the Management and shall not be a cause for complaint by Other Owner(s) or Resident(s) whether for nuisance or otherwise nor shall they form the basis for non-payment or delay of any payment due and payable hereunder.

#### 4.II. SHOP LOTS OCCUPANCY & RESTRICTIONS

The Owner shall himself and shall ensure that his Tenant(s), Invitee(s) and the subsequent Owner(s) or transferee(s) or assignee(s) and his/their permitted assigns and successors - in - title shall:-

- i. ensure that any name-plates, signage, signboards, advertisements, posters, notices or placards if permitted by the Management to be installed or affixed or displayed on the said Parcel or the Common Property or any part thereof shall be:-
  - (a) installed in a proper and secured manner;
  - (b) installed or affixed or displayed with the permit, licence and approval of the Appropriate Authorities;
  - (c) of such size and made of such materials as shall be approved by the Management in accordance to the Signage Guideline annexed hereto as "Annexure D - Signage & Ad Panel Guidelines". The Annexures hereto shall be read and construed as an essential part of this Handbook subject always to the absolute right of the Management to amend accordingly, if required;
  - (d) of such size and made of such materials as shall be approved by the Management and/or the Appropriate Authorities;
  - (e) if required, properly insure against all such risks as shall be recommended by any reputable insurance company and;
  - (f) at all times compliance with the guidelines or requirements set forth by the Appropriate Authorities and/or the Management;
  - (g) unless prior written consent of the Management is duly obtained, the Owner(s)/ or Tenant(s) shall not erect upon or affix to the Parcel or any part thereof or use any machinery or mechanical or scientific or electrical or electronic apparatus, except only radio/sound system (for domestic use only) and television receiving sets



(indoor aerial only) and small domestic electrical apparatus properly fitted with an approved suppressor against electrical and electronic interference to other apparatus;

- (h) the Owner(s)/Tenant(s) shall not erect or place any awnings, shades, screens, venetian blinds, radio or television antennae/aerials, transmitting/receiving/communication devices, window grilles, door grilles and other grilles or any other external structures, fittings or decorations or anything whatsoever which protrudes from the Parcel without written consent of the Management which consent, if granted shall be in accordance with such specifications, design and/or colour conditions as may be stipulated by the Management. In the event that the Owner/or Tenant shall be in breach of this Rule, the Owner/or Tenant shall remove and/or relocate such erection or placement failing which the Management shall be entitled (but not obliged) to do so at the cost of the Owner/or Tenant,

and the Management reserves the right to impose any costs or further conditions in respect thereof as it deems fit:

- ii. if he uses or allows the said Parcel to be used as a food and beverage outlet with prior written consent of the Management, the Owner shall at their own cost and expense:-
  - (a) ensure no cooking or washing is done in the corridors, the service lanes or in any common or open area;
  - (b) ensure that proper ducting system is installed for the cooking and the blower must be facing the service lane at his own costs and expenses;
  - (c) conduct such business in good faith and maintain high standards of hygiene and cleanliness in the operations of the Parcel as a food and beverage premises/outlet including the preparation, use, handling and service of food, drinks, utensils and tableware;
  - (d) install all necessary and appropriate equipment and not to use any part of the Common Property for storage, food preparation and/or placement of tables and chair or other objects;
  - (e) stringently and strictly observe the rules and regulations stated herein and all orders, rules, regulations and requirements of the Appropriate Authorities and not litter in any part of the Common Property;
  - (f) install the required number of sprinklers, fire extinguishers, firefighting or other fire



- protection equipment in compliance with the security or fire safety regulations prescribed by the Appropriate Authorities from time to time and maintain adequate ventilation, air-conditioning, air-ducting equipment and pipes, exhaust system or all other air-cleaning devices in the Parcel in a hygienic and proper working condition prescribed and acceptable to the Management and/or the Appropriate Authorities;
- (g) use only heating or cooking devices or machines which do not cause air pollution or interfere with the efficient running of any systems in the Building;
  - (h) if prohibited by the Appropriate Authorities, not to allow to be used any gas tank or cylinder at the Parcel for cooking purposes or otherwise and if Liquid Petroleum Gas (LPG) is used, the Owner shall, at its own cost and expense, apply to the relevant corporation or authorities, for the piping and installation of gas supply from the nearest LPG station or likewise and the Owner shall be responsible to pay all charges incurred for the supply and usage of such gas;
  - (i) install suitable grease type filters at every wash basin to prevent grease and waste particles from being discharged directly into the drainage system and waterproofing of the floors (if required) and the Owner further covenants and agrees that in the event of any blockage along the drainage system or leakage which is the result of the lack of maintenance, negligence of and/or due to the Owner, the Owner shall bear and pay all costs and expenses in removing such blockage along the drainage system;
  - (j) take all reasonable precautions to keep the Parcel free of rodents, vermin, insects and pests and in breach whereof it shall be lawful for the Management (without prejudice to any other rights or remedies of the Management against the Owner under any other rules and regulations stated herein to engage such firm of pest exterminators to take such steps as may be necessary to rid the Parcel of such rodents, vermin, insects and pests at the sole cost and expense of the Owner and to engage such firm of pest exterminators to carry out periodic inspection of the Parcel;
  - (k) obtain at the Owner's cost and expense all necessary permits and licenses from the Appropriate Authorities and such licenses and permits remain valid and subsisting including licenses for business hours, the operation of the Parcel as a food and beverage premises/outlet or supply or sale of any liquor or intoxicating beverage;
  - (l) not permit trade vehicles while being used for delivery and pick up of merchandise to or from the Parcel to be driven, parked or stopped at any place or time within BEACON EXECUTIVE SUITES except at such place or places and at such time or times as the Management may specifically allow and the Owner shall control and ensure that the

parking of delivery vehicles during loading or unloading does not obstruct in any manner howsoever the roads, passageways, footways, entrances, exits and driveways in and to the Common Property, the Buildings and/or BEACON EXECUTIVE SUITES;

- (m) not use or permit to be used any radio, gramophone, television or other media or equipment likely to be heard or seen or experienced from outside the Parcel and shall not install or use in or upon the Parcel any equipment or apparatus which causes noise or vibration which can be heard or felt in, nearby or outside the Parcel. The Owner shall ensure that any sound system, music, entertainment or performance carried out at the Parcel shall not cause any disturbance, annoyance, nuisance or cause for complaint to Other Owners in BEACON EXECUTIVE SUITES. In the event of any disturbance, annoyance, nuisance or cause for complaint by Other Owners in BEACON EXECUTIVE SUITES, the Owner shall immediately upon notification by the Management, cease operation of all sound system, music, entertainment or performance at the Parcel; and
- (n) not display any flashing lights in the Parcel that can be seen from outside the Parcel nor to display any other lighting arrangement that can be seen from outside the Parcel if the Management shall in its absolute discretion consider such lighting to be undesirable and shall give notice to the Owner to that effect.

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## 05 COMMON PROPERTY AND AREAS

### 5.1. NO OBSTRUCTION AT COMMON PROPERTY

- a. The sidewalks, passages, lobbies, fire escape staircases, common corridors and any other ingress or egress of the Building shall not be obstructed at any time, or used for any other purpose other than their designated use only.
- b. Owner(s) and/or Resident(s) are not permitted to place, leave, store or caused to be placed any refuse, furniture or other such personal property such as motorcycles, bicycles, tricycles, children's toys, and the like or any other personal property (except for areas designated for such purposes) or use any such Common Property as storage space.
- c. Owner(s) and/or Resident(s) shall not lock or obstruct any fire exits that are statutorily required to be accessible under the provisions of the relevant rules and by-laws.



- d. To prevent obstruction via traffic interruption, Owner(s) and/or Resident(s) shall comply with the traffic flow system at the egress and ingress points.
- e. No vehicle shall be parked at the roadside which interfere with the right of ingress and egress to adjacent roadways or drive ways of third parties or other road users which shall cause an obstruction.

## 5.2. NO SALES OR SOLICITING

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

## 5.3. ELEVATORS

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

- a. Smoking in the lifts are strictly prohibited;
- b. No person(s) shall wear a wet bathing suit, drink or eat in the lifts;
- c. Bicycles and any motorised form of transport, other than wheelchairs, are not to be placed in any lift;
- d. No person shall tamper with any of the control panels as it may prevent the proper function of the lift;
- e. In the event of power failure, fire or other emergencies, Owner(s) and/or Resident(s) shall not use the lifts but the stairways to vacate as per the emergency response plan. The Management office is in possession of the emergency response plan and evacuation procedure manual; and
- f. The Owner(s) and/or Resident(s) shall inform the Management of shifting of heavy and bulky items using lifts at least twenty-four (24) hours in advance so that proper arrangements can be made to avoid inconvenience to others and shall ensure that the lift is not overloaded and the lift doors and walls are not scratched or damaged.
- g. The Management shall impose a fine not exceeding Ringgit Malaysia Two Hundred (RM200.00) against any Resident(s) and/or Owner(s) who fail to comply with section



5.3. In addition, the cost of repair of the lifts shall be borne by the Resident(s) and/or Owner(s) or his agent, guest, contractor and shall be paid to the Management within seven (7) days from the date of the Management's written request/notice for payment thereof and shall be deemed as a debt due from the parcel owner to the Management.

#### **5.4. FURNITURE AND EQUIPMENT IN COMMON PROPERTY**

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

#### **5.5. COMMON GARDEN AND LANDSCAPING**

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

#### **5.6. PARTIES AND FUNCTIONS**

Owner(s) and/or Resident(s) are not permitted to use the lobby and other Common Property for any private functions except at the designated area for such functions. Parties and functions shall be confined within the Parcel or held at the Multi-Purpose Hall or any other designated areas up to 11.00 p.m. only or such other time as may be specified by the Management to avoid disturbance to Other Owner(s) and/or Resident(s).

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

#### **5.7. WEIGHTAGE AND LOADING**

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

the limit allowed by the Management or the Management's professional advisor and which may affect the structural stability or structural integrity of the said Building or the overall safety of the said Building.

### **5.8. LIABILITIES FOR DAMAGE TO COMMON PROPERTY**

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

### **5.9. COMMON PROPERTY USE**

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

### **5.10. NO LIABILITY**

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

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## **06 CARD ACCESS SYSTEM**

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

### **6.1. ENTRY AND EXIT ACCESS CARDS**

As part of the security, an access card system is installed at the entry and exit doors to the Building or any part or parts thereof and/or in the lifts and the doors and/or lifts cannot be accessed or operated without the use of such access cards:-



- a. The Owner(s) shall carry his access card at all times;
- b. The Owner(s) shall be given two (2) pieces of access cards per Parcel free of charge. However, such access cards shall remain the property of the Management. Any additional/ replacement access cards (subject to availability) may be charged. A surcharge may be imposed for replacement of a lost access card;
- c. The access cards are non-transferable and are meant to be for the Owner's and/or Resident's own use and shall be retained in the proper care and control of the Owner(s) at all times. Prior written notification shall be given to the Management if such access cards are given to his Invitee(s), or other occupiers occupying the said Parcel and their employees, agents, servants and contractors of the Owner(s). The Management shall be kept updated of any and all changes. If such access card is lost or stolen, the Owner(s) shall report such loss or theft to the Management in writing;
- d. Additional cards up to at a maximum total of five (5) per Parcel may be obtained from the Management at RM50.00 per additional access card or at such charges as may be determined by the Management;
- e. Lost or damaged access cards may be replaced. A penalty of RM100.00 per access card may be charged or at such amount of penalty as may be determined by the Management;
- f. The Management reserves the right to confiscate any access cards which have been misused by the Owner(s) and/or Resident(s); and
- g. The Management reserves the right to deactivate the access card(s) in accordance with Item 3.2.4(b) or at its discretion.
- h. The Management shall impose a fine not exceeding Ringgit Malaysia Two Hundred (RM200.00) against any Resident and/or Owner who has duplicated or cloned the access cards and to deactivate all cloned cards including the access cards issued to the said Resident and/or Owner.
- i. A charge not exceeding Ringgit Malaysia Fifty (RM50.00) shall be imposed for the reactivation of access cards.

## 6.2. LICENSE PLATE RECOGNITION (LPR) SYSTEM FOR CAR PARKING

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



## 07 USE OF CAR PARKING BAYS

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

- a. On no occasion is/are the Owner(s) and/or Resident(s) permitted to park his car and/or any other vehicle (motorised or otherwise) in any car parking bay(s) other than the designated car parking bay(s) allocated to the Owner(s) and/or Resident(s). The Owner's or Resident's car or vehicle shall at all times be properly parked within the designated car parking bay(s);
- b. The car parking bay(s) shall be used for the parking of passenger car(s) only;
- c. Any such car parked at unauthorised bays shall be clamped or towed away by the Management at the Owner's or Resident's costs and the Management reserves the right to impose and charge a fine on the Owner(s) and/or Resident(s) at such rate or rates at the absolute discretion of the Management;
- d. The Management shall also have the right to clamp the wheels or immobilise any vehicle, without prior warning, if found in breach of the rules herein. The wheel clamps and immobilisers will only be released upon payment of RM50.00 to the Management, which may be varied by the Management from time to time;
- e. The Management shall also have the right to tow away and/or remove any car and/or any other vehicle (motorised or otherwise) left abandoned in the Common Property or any part of the Building;
- f. The Management shall reserve the right to refuse entry of vehicles until and unless all and/or any outstanding sum due to the Management by the Owner(s) and/or Resident(s) has been fully settled by the Owner(s) and/or Resident(s);
- g. Except for minor repair works which do not create or cause any nuisance or inconvenience to other occupants, no repair work on the Owner's/Resident's, or his Invitee's, car(s) and/ or vehicle(s) shall be permitted on the assigned car parking bay(s);
- h. The Management reserves the right to stipulate from time to time any other terms and conditions relating to the use and access to the car parking area or to impose on the Owner(s) and/or Resident(s) such other terms and conditions as may be imposed by the Appropriate Authority;

- i. The car parking bay(s) shall only be used for parking the Owner's/Resident's own vehicle(s) or that of his Tenant(s) and the Owner(s) shall register the registration number of his or her Tenant's vehicle(s) with the Management and shall forthwith notify the Management in writing on any changes thereof. Management reserves the right to refuse entry to any unregistered vehicle;
- j. The Owner(s) and/or Resident(s) shall notify and immediately seek the permission of the Management if he is making use of the car parking bay(s) for a vehicle not otherwise recorded by the Management;
- k. Motorcycles, bicycles and other similar forms of transport shall be parked at the designated parking lots and on no occasions are these vehicles allowed to be left or parked at other areas;
- l. No washing of cars shall be permitted at the car parking area or any part of the Building save and except for the allocated car wash areas;
- m. The Owner(s) and/or Resident(s) shall not allow any boats, containers, machines or any other vessel or equipment or object of his, of that of his Invitee(s) to be placed in the car parking bay(s) or any other area within the Building without the written consent from the Management;
- n. The Owner(s) and/or Resident(s) shall not allow and shall ensure that his Invitee(s) shall not park in the car parking bay(s) of Other Owner(s) and/or Resident(s). Vehicles parked by the Owner(s), Resident(s) or his Invitee(s) in the car parking bay(s) of Other Owner(s) may be clamped or towed away by the Management at such Owner's or Resident's cost;
- o. The Owner(s) and/or Resident(s) shall not cause any obstruction to the ingress and egress to the adjacent car parking bays or the roadways within the Building or for that matter, any fire exits or fire access routes or access routes to pump rooms and substations by leaving or parking or permitting to be left or parked any vehicle belonging to or used by the Owner(s), Resident(s) or their Invitee(s). The Management reserves the right to take any appropriate actions which includes towing away any vehicles which proves to be an obstruction at the Owner(s)' and/or Resident(s)' cost. The Management shall not be liable for any damage to the vehicle and injury or inconvenience suffered by the Owner(s)/ Resident(s) or for any damages whatsoever arising therefrom, including any negligent act or omission;
- p. The Owner(s) and/or Resident(s) shall not barricade or affix grilles or any structures around any of the car parking bay(s). The height restriction for vehicle entry into the multi-storey car park is 2.1 meters. Security guards may bar entry to any vehicle which does not comply with



this restriction. Those who fail to comply with the height restriction will be liable for rectification costs due to any damage caused to any part of the Common Property;

- q. For security reasons, only vehicles registered with the management will be allowed entry, otherwise, registration at the guardhouse is required. Management reserves the right to refuse entry of any vehicles which are not registered;
- r. The Owner(s) shall have an unobstructed use of the car parking bay(s) provided always that the Owner(s) shall have paid all monies due and owing by the Owner(s) to the Management, in the event there are monies unpaid for the Charges due from the Owner(s) and/or Resident(s) to the Management, the Management shall be entitled to stop and refuse entry of the Owner's/Resident's car or vehicle into the car parking bay(s) or Building, until such time the Owner(s) and/or Resident(s) makes full payment of the outstanding amounts due; and
- s. The Owner(s) and/or Resident(s) shall ensure that their Invitee(s) and the Management's servicemen park at the allocated visitor car parking bay(s). Any Invitee(s) and Management's servicemen who will park their car overnight will need to apply for approval from the Property Management and an overnight charge of Ringgit Malaysia Ten (RM10.00) or such other rate as may be determined by the Management shall be chargeable.

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## 08 SECURITY AND SAFETY

### 8.1 SECURING YOUR PARCEL

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

### 8.2 INSURANCE COVERAGE

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

### 8.3 VISITOR ACCESS AND SECURITY SCREENING

- a. All Invitees are subject to screening by the security guard and registration at guard house where particulars of the visitors, their vehicle registration number, their time and purpose



of entering the premises and which Parcel they intend to visit are recorded or in other such manner as directed by the Management.

- b. Owner(s) and/or Resident(s) are to register the complete details and work schedule of tuition teachers, outsourced maids, nannies and drivers.
- c. All Owner(s) and/or Resident(s) are responsible in informing their Invitee(s) of the House Rules and Regulations and to comply with all the House Rules and Regulations. Owner(s) and/or Resident(s) shall be held responsible for their proper conduct within the premises and be liable for any loss or damage suffered by the Common Property, plant, furniture and equipment caused by their Invitee(s).
- d. Where the visitor is an Invitee, the Owner(s) and/or Resident(s) shall inform the guard house in advance and provide the particulars as stated in Item 8.3(a) with the expected time of arrival to facilitate smooth entry, or in other such manner as directed by the Management.
- e. If an Invitee shows up unexpectedly without any notification to the security guard by the Owner(s) and/or Resident(s), the Invitee will have to call the Owner(s) and/or Resident(s) concerned for security clearance and they may be subject to one of the procedures above or in other such manner as directed by the Management.
- f. If visitor parking bays are available, the guard may issue a visitor parking pass (or any other control method) for the Invitee to enter and/or display on their dashboard when parking at the visitor's carpark.
- g. Visitor's car park bays are strictly for registered Invitees only. Owner(s) are not allowed to park at the designated visitor car park bays. Not more than two (2) vehicles of the Invitee(s) are allowed into BEACON EXECUTIVE SUITES for duration of more than forty-eight (48) hours or overnight at any one time for each Parcel, unless with prior written approval from the Management or in other such manner as directed by the Management.

## 8.4 DELIVERIES

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

## 09 COMMON FACILITIES

### 9.1 USAGE OF COMMON FACILITIES

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

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



- g. The Owner(s) and/or Resident(s) hereby agrees to abide by the rules and regulations for use of the Common Facilities and any reasonable payments payable thereto for the use of such facilities; and
- h. The Owner(s) and/or Resident(s) if found in breach of any rules and regulations may be asked to leave the facility premises by the Management or anyone under the order of the Management.

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

## 9.2 GENERAL RULES AND REGULATIONS

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

- a. Only Residents are allowed to use/book Common Facilities. Non-resident Owner(s) have assigned their rights to their Tenant(s);
- b. The employees of the Owner(s) and/or Resident(s) are not permitted to use the Common Facilities;
- c. Ball games are not allowed within the compounds of the Building except at areas designated for such games;
- d. Children aged twelve (12) years and below should not use any of the recreational facilities unless accompanied by their parent(s) or a supervisory adult, who shall be responsible for their safety and conduct;
- e. The Owner(s) and/or Resident(s) must be properly attired when using the Common Facilities. Appropriate shoes (non-marking) must be worn when using gymnasium equipment, exercise area, etc. to avoid damages to the surface of Common Facilities;
- f. Except for those games and activities for which it is intended for, no other games or activities such as football, roller skating/blading, skateboarding and horseplay of any sort will be allowed in or near the recreation facilities;
- g. Smoking around the Common Facilities and area is strictly prohibited;
- h. No littering and spitting, repugnant behaviour is allowed and all litter must be disposed in designated refuse bins;



- i. The Owner(s) and/or Resident(s) shall at all times observe and comply with all instructions, warnings, signboards and all signs and notices put in or about the Common Property by the Management;
- j. Use of any outdoor facilities during a thunderstorm is strictly prohibited;
- k. The Management will not take any responsibility for any accident or accidental bodily injury, loss or damage to personal property or any other losses or damages that may be suffered or incurred, during the use of any of the following Common Facilities; and
- l. Operations of any Common Facilities are subject to change by the Management at their discretion, if required.

### 9.3 SMART PARCEL LOCKER ROOM

- a. The smart parcel locker room consists of automated lockers of various compartment sizes, to be used by Owners and/or Residents to store delivered items while they are not home.
- b. The lockers shall only be used to store delivered goods for Residents.
- c. Residents are strictly prohibited from using the lockers to store items to be collected/picked up by third parties.
- d. Lockers cannot be used for any personal or illegal purposes.
- e. No wet or organic items including (that of) food deliveries are permitted to be deposited in the lockers.
- f. An additional charge of RM10.00 is charged per day if item(s) is/are is not collected within 24 hours.
- g. The Management shall not be liable for any lost items/parcels or damages to the items/parcels stored in the smart parcel locker.

### 9.4 TOOLS ROOM

- a. The Tools Room is available from 9.00 a.m.-5.00 p.m. Monday to Friday and 9.00 a.m.-1.00 p.m. on Saturdays, or at such other period as may be determined by the Management from time to time.
- b. All tools and equipment must be returned on the same day.

- c. In the event you do not return the tools within the same day, a penalty of RM10.00 per day will be charged to your unit. The Management may at their discretion revise the fee, if required.
- d. Only Owners and/ or Residents are permitted to borrow the items and you are required to sign out the items and to be attended to by a Management staff.
- e. Kindly inform the Management 24 hours before on the items you require and collect the same from the Management and return to the Management.
- f. No one is allowed to access the Tools Room without a Management staff in attendance.
- g. No one is allowed to remove any item from the room without prior permission.

### 9.5 RECYCLE ROOM

- a. Reduce your waste size by searching for alternatives to your disposables.
- b. Don't place plastic bags, film plastic, or foam food containers in your recycling cart and/or green waste cart.
- c. Don't overload carts. Maximum weights can be found on the cart lids.
- d. Don't place hazardous waste, sharp items, and construction materials in your residential carts.

### 9.6 EV CAR PARK

- a. Each car is only allowed to charge for 4 hours per day with a fee of RM 20.00 per usage. No overnight charging is permitted.
- b. This facility can be used to charge cars that have been registered with the Management only.
- c. The electricity power points allocated for use shall be 32Amps only.

### 9.7 REFLEXOLOGY PATH

- a. All persons must remove shoes before entering the reflexology path.
- b. Pregnant women are not encouraged to enter the reflexology path.
- c. No eating, drinking or smoking will be permitted.
- d. Children aged twelve (12) years and below must always be accompanied and supervised by an adult, who shall be responsible for the conduct and safety of the children.

- e. Use of any outdoor facilities during a thunderstorm is strictly prohibited.

## 9.8 MULTI-PURPOSE HALL

- a. The Multi-Purpose Hall is available daily from 9.00 a.m. to 11.00 p.m. or at such other period as may be determined by the Management from time to time.
- b. The Owner(s) and/or Resident(s) intending to use the Multi-Purpose Hall is advised to make early reservation to avoid disappointment. The reservations are made on a first-come, first-served basis.
- c. Any event to be held at the Multi-Purpose Hall must be approved by the Management.
- d. A nominal fee of RM300.00 and refundable deposit of RM300.00 shall be paid by the Resident(s) making the reservation. The deposit shall be refunded to the Resident(s) without interest after the Management is satisfied with the cleanliness and condition of the Multi-Purpose Hall.
- e. The Management may at their discretion revise the fee and/or the deposit amount, if required.
- f. The Multi-Purpose Hall is equipped with social kitchen facilities and the Owner(s) and/or Resident(s) using the Multi-Purpose Hall and its facilities are required to ensure all facilities are in good condition failing which, their deposit shall be forfeited and the Owner(s) and/or Resident(s) shall be liable for the cost of fixing the damage to the facilities and/or items of the social kitchen facilities.
- g. All rubbish should be cleared from the hall after use. Hiring or cleaning charges and deposits (if required) shall be in accordance with prescribed fees prevailing at the time of booking.
- h. Owner(s)/Resident(s) are responsible for the behaviour of their Guest(s) at the function. All invited Guest(s) must behave properly. Wild and indecent acts are strictly prohibited.
- i. The Management shall not be responsible for any injuries, mishaps or loss suffered by any person(s) using the Multi-Purpose Hall.
- j. No smoking is permitted in the Multi-Purpose Hall or within its immediate vicinity.
- k. No person shall spit or do any unhygienic act in or around the vicinity of the Hall. Any person under the influence of liquor or tranquilizing drugs is not permitted to use the Hall and the Management is empowered to bar such person or request such person to leave.



- l. The Owner(s) and/or Resident(s) shall ensure that no damage is caused to the fittings/ fixtures of the Multi-Purpose Hall and shall be liable for any damages caused. If any of the furniture, fittings and fixtures in the Multi-Purpose Hall is damaged during the session, the Resident(s) and/or Owner(s) shall, if the deposit paid is not sufficient, make good or reimburse the Management the costs of repairing the damage or replacing the items.
- m. The Owner(s) and/or Resident(s) shall keep the Management indemnified against all actions, claims and demands that may be brought or made against the Management by any person on account of or attributed to the use of the Hall.
- n. The Management at its absolute discretion reserves the right to reject any application and revoke any permit granted without any reasons whatsoever. The Management shall not be liable for any damages suffered by the Owner(s) and/or Resident(s) arising from the rejection of the application.
- o. Permission must be obtained from the Management prior to bringing in additional tables and chairs to be used at the Multi-Purpose Hall. All chairs, tables, furniture, equipment and decorations brought into the Multi-Purpose Hall for the approved function must be removed on the same day.
- p. The guests are strictly prohibited from using the swimming pool or any other Common Facilities.
- q. The Owner(s) and/or Resident(s) may be barred from future usage of the Multi-Purpose Hall in the event of any infringement of the terms and conditions stipulated in the application form or the rules and regulations governing the use of the Multi-Purpose Hall.

## **9.9 LIBRARY AND STUDY ROOM**

- a. All users of the library must maintain an updated Patron Registration Form at the Management Office.
- b. No eating or smoking will be permitted in the library and study room.
- c. Loose-leaf paper, pencils, laptop computers, and mobile devices in silent mode are allowed. Users must silence cell phones and leave the library and study room to place or receive calls.
- d. Users must return materials (if any) to their designated area before exiting the library and study room for any reason.

- e. The library and study room are for study purposes only. Tutorials may not be held in the library and study room.
- f. The Management may inspect the library and study room to ensure regulations are being complied with and may request the occupier to present identification card for inspection.
- g. All air-conditioner(s), lights and/or fans are to be switched off after the use of the facility.

### 9.10 SKY BAR AND VIEWING CABANA

- a. No eating, drinking or smoking will be permitted in all these areas.
- b. All rubbish shall be cleared from that area after use.
- c. No littering and spitting, repugnant behaviour is allowed.
- d. No audio or video equipment is allowed in these areas unless approved by the Management.
- e. The Management shall not be responsible for any injuries, mishaps or losses suffered by any person using the Sky Bar and Viewing Cabana.
- f. There must be no noise, rough or dangerous play or running in or around the Sky Bar and Viewing Cabana.
- g. Use of any outdoor facilities during rain or thunderstorm is strictly prohibited.
- h. Children aged twelve (12) years and below shall be accompanied and supervised by an adult at all times, who shall be responsible for the conduct and safety of the children.
- i. The Viewing Cabana is for the exclusive use of residents and their guests. The maximum number shall not exceed five (5) at any one time.
- j. All the equipment/furniture (if any) placed and/or installed at designated area have been provided for the use, safety, comfort and convenience of all occupants and therefore shall not be damaged, removed or altered without the permission of the Management.

### 9.11 SWIMMING POOL, KIDS POOL AND JACUZZI

- a. All pools are open daily from 7.00 a.m. to 9.00 p.m. or at such other period as may be determined by the Management from time to time.
- b. Swimmers shall at all times be in swimming attire.

- c. All swimmers must shower at the designated place before entering the pool or jacuzzi at any time.
- d. Parents are not allowed to leave children unsupervised. All children below 12 years of age must be supervised by an adult.
- e. Children are encouraged to use restrooms before entering the water.
- f. Glass containers are prohibited in the area.
- g. Individuals suffering from infectious or contagious diseases are not permitted in the pool or jacuzzi area.
- h. Spitting, spouting water, blowing the nose or discharging of body fluid/waste in the pool or jacuzzi is strictly prohibited.
- i. Individuals suspected of being under the influence of drugs or alcohols are prohibited from entering the water.
- j. No animals are allowed in the pool or jacuzzi.
- k. No eating, drinking or smoking will be permitted.
- l. Pool users are not allowed to change outside of the changing rooms at any time.
- m. Pool users are not allowed to throw anything into the pool or jacuzzi.
- n. No swimming lessons can be conducted in the pool without the consent of the Management.
- o. Indecent behaviour is not permitted.
- p. The Management shall not be responsible for any valuables or belongings left in the area.
- q. Diving is not permitted at any time due to the depth of the pool.
- r. Only Residents and their Guests may use the swimming pool. Guests using the swimming pool must be accompanied by a Resident and all Residents must ensure that their Guests comply with the Rules & Regulations herein contained. The maximum number of guests should not exceed 2 people per unit at any time. Each Owner/Resident is responsible for his/her own safety including that of his/her Guest(s).
- s. All persons must leave the pool during rain or thunderstorm. Use of any outdoor facilities during rain or thunderstorm is strictly prohibited.



- t. The pool compound shall not be used for organising private functions or barbecues.
- u. The Management may restrict the use of the pool at any specific time for the purpose of repair and maintenance.
- v. The Management reserves the right to refuse admittance to reject from the pool premises any user who fails to comply with the above rules and regulations.
- w. Any complaints or suggestions must be made in writing to the Management.
- x. The Management may amend these rules from time to time.
- y. All the equipment placed and/or installed in the children's pool and wet play area have been provided for the safety, comfort and convenience of all occupants and therefore shall not be damaged, removed or altered without the permission of the Management. Any usage of the equipment at all pools shall be at the Owner's or Resident's own risk.
- z. All persons are required to dry themselves before leaving the pool area and changing rooms. Swimmers wearing dripping wet bathing suits/swimming attire are not allowed to go beyond the pool area.

## 9.12 SAUNA ROOMS

- a. The sauna rooms are open daily from 9.00 a.m. to 10.00 p.m. or at such other time as may be determined by the Management from time to time.
- b. Only adults above 18 years of age are allowed to use the sauna.
- c. All users are to keep all personal belongings in the lockers provided.
- d. Entry to the sauna room is prohibited in case of people: with chronic skin diseases, septic infections, acute viral infections (e.g. flu), acute heart problems, diseases causing frequent attacks (e.g. epilepsy) and other diseases which may pose a threat to their own health and the health of other people.
- e. Pregnant women and women menstruating are not allowed to use the sauna.
- f. Before entering the sauna, please rinse your whole body under the shower, using soap and warm water and then wipe it dry.
- g. No eating, drinking or smoking will be permitted.
- h. During and after sauna, please avoid any physical exertion.

- i. The Management does not bear liability for the health consequences of people who have health conditions and continued to use the sauna rooms nevertheless.
- j. The Management is not responsible for any lost, stolen, or damaged items that are brought in.

### 9.13 INDOOR AND OUTDOOR GYMNASIUM

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

## 9.14 CHILDREN'S PLAYGROUND

- a. Only for children aged between two(2) - twelve(12) years old. They shall be accompanied and supervised by an adult at all times, who shall be responsible for the conduct and safety of the children.
- b. Please ensure that you and your children are free of illness. Children who are unwell must not use the facilities. Should a child be sick, they will need to leave the premises for risk of infection to other children. No exceptions will be made when children are unwell regardless of medical condition.
- c. No eating, drinking or smoking will be permitted.
- d. No horseplay or throwing of items are allowed at the playground.
- e. Please wash hands with soap or sanitise hands before entering.
- f. Please remove anything hazardous from pockets before going into the play structures.
- g. No climbing on nets, poles or netting inside or outside the play area (if any).
- h. All the equipment placed and/or installed in the children's playground have been provided for the use, safety, comfort and convenience of all occupants and therefore shall not be damaged, removed or altered without the permission of the Management.
- i. Any objects with sharp edges or those deemed to be harmful by the Management is strictly prohibited at the playground.
- j. The Management has worked to design a safe and fun environment for children to play, but cannot be held accountable for accidents or injuries that may occur. Any usage of equipment at the playground shall be at the Owner's and/or Resident's own risk.
- k. The Management is not responsible for any lost, stolen, or damaged goods that are brought in.
- l. Use of any outdoor facilities during a thunderstorm is strictly prohibited.



## 9.15 SKY GARDEN

- a. The Owner(s) and/or Resident(s) shall not interfere, tamper, damage, pluck, break, deface, take, remove or cut any benches, seats, shrubs, bush, turf, plants, trees, flowers, sand, rock, gravel, structure, sign or anything that may be placed by the Management within the landscape area.
- b. The Owner(s) and/or Resident(s) shall not plant, grow or add any shrubs, plants, trees, flowers or vegetation or dig or bury any item, material or thing or place, affix, erect or install any sand, gravel, rocks, woodchips, sticks, fence, trellis or any item, structure or thing in the landscape area which form part of the Common Property.
- c. The Owner(s) and/or Resident(s) shall not allow their children to go upon any flower bed or any lawn or garden area and shall not allow any pet to enter or ease itself within such area.
- d. No bicycles, equipment or any items shall be allowed on the park or garden or placed or left in such park or garden and the Owner(s) and/or Resident(s) shall at all times conduct himself so as to respect, maintain and preserve the aesthetics of such park, garden and landscape area.
- e. No eating, drinking or smoking will be permitted in the Sky Garden.
- f. Children aged twelve (12) years and below shall be accompanied and supervised by an adult at all times, who shall be responsible for the conduct and safety of the children.
- g. The Owner(s) and/or Resident(s) shall keep the Management indemnified against all actions, claims and demands that may be brought or made against the Management by any person on account of or attributed to the use of the landscape area.
- h. All the equipment/furniture placed and/or installed at designated area have been provided for the use, safety, comfort and convenience of all occupants and therefore shall not be damaged, removed or altered without the permission of the Management.

## 9.16 INDOOR BAR

- a. Operator means the person and/or entity authorised by the Management to operate the Indoor Bar.
- b. The Operator shall have all the necessary business licenses and have signed the necessary tenancy agreement prior to the commencement of the operation of the Indoor Bar.

- c. The Indoor Bar is open for the use of Residents or any other such persons or members of the public to be approved by the Management from time to time.
- d. The Operator and the customers of the Indoor Bar shall not be allowed to use the common facilities.
- e. The Operator shall not place tables and chairs outside of the area designated by the Management.
- f. The Operator shall not hang and/or dry laundry, dirty linen and/or any apparatus or fabrics used by the Indoor Bar in the public area.
- g. No animal(s) shall be allowed in the Indoor Bar.
- h. No littering, marking or painting of any part of the area.
- i. Smoking is strictly prohibited within the Indoor Bar and the vicinity of the Indoor Bar, including the common area and walkways.
- j. The Management or anyone under the order of the Management may at its own discretion ask any person to leave the Indoor Bar if that person is found to be in breach of any rules and regulations.
- k. The operation of the Indoor Bar is at the sole risk of the Operator. The Management will not be responsible for any mishaps/accidents, loss or damage to any personal property, injury or loss of any person,
- l. The Indoor Bar shall remain open for business at the designated operating hours as stipulated by the Management and agreed by the Operator.
- m. These rules and regulations are subject to revision at the discretion of the Management as and when it deems necessary.

## 10 MOVING IN AND OUT

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

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

- a. Give reasonable notice to the Management prior to moving of such heavy items or any moving involving professional movers;
- b. Pay a refundable deposit of Ringgit Malaysia One Thousand (RM1,000.00) (Move-In/Out Deposit). Should any part of the Building or Common Property while moving be damaged, the sum shall be deducted from the deposit;
- c. Not damage or deface any part of the Building or Common Property while moving and will repair and make good or reimburse the Management the cost of making good such damage or defacement if the deposit is not sufficient;
- d. If any Owner(s) and/or Resident(s) is moving in after Renovation is complete, they are not required to pay the Move-In Deposit and the Renovation Deposit paid to the Management shall be refunded after all moving is completed; and
- e. Any bulk deliveries or moving in or out should be carried out during the following hours:-
  - Monday to Friday : 9.00 a.m. – 5.00 p.m.
  - Saturdays : 9.00 a.m. – 1.00 p.m.

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

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



## 11 ALTERATIONS AND MODIFICATIONS

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

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

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

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## 12 RENOVATION GUIDELINES AND PROCEDURES

### A. PREAMBLE

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

such additional rules and regulations to regulate the Renovation for purpose of promoting harmonious living, avoiding any annoyance and/or nuisance, preserving the integrity and image of the Building, and generally for the benefit of all the occupants of the Building.

## B. RENOVATION

### i. Statutory Requirements

- a. The Owner(s) shall, prior to the commencement of any Renovation works and before he submits the application to the Management for its approval to the Renovation, obtain all necessary written consents, approvals and/or permits, if necessary, from the Appropriate Authorities for the Renovation.
- b. The Owner(s) shall comply with all written laws, regulations, orders, rules and by- laws and with all directives and requirements of the Appropriate Authorities relating or applicable to the Renovation and shall ensure that the Renovation is carried out in accordance with the approvals granted by the Appropriate Authorities and/or the Management.
- c. Must have water and electricity supply at the particular unit. Resident(s)/Occupant(s) are strictly NOT allowed to use common electrical and water supply for their personal use.

### ii. Renovation Application

- a. The Owner(s) shall after having obtained the approval from the Appropriate Authorities for the Renovation (if applicable) apply and obtain the Management's approval for the Renovation at least seven (7) working days prior to the commencement of any Renovation work.
- b. The application shall be made by completing the form as provided by the Management or in such manner as may be prescribed by the Management from time to time and shall be accompanied by such documents and plans showing, amongst others, the following:-
  - Proposed storage space and location of the Renovation equipment, facilities, materials, items or things in or on any part of the Building, including any part of the Common Property or outside the said Parcel;
  - The estimated duration of the Renovation, the date and time of commencement and completion;

- The list of works on the Renovation;
  - The Renovation work schedule or programme; and
  - The number and particulars of workers, staff, employees or persons involved in the Renovation and the vehicles who and which will be entering the said Building for the Renovation.
- c. The Management reserves the right to refuse giving the approval for the Renovation or to give conditional approval so as to maintain, amongst others, the general amenities, uniformity and standards of the said Parcel within the Building. The Owner(s) shall at all times comply with the Management's standard design, colour and position for the installation of iron grilles and further shall not be allowed to change the external facade including the balcony wall and colour scheme of the said Parcel or the said Building within the Building.
- d. After the Management having granted the approval for the Renovation, any amendments or alterations thereto in any manner must be notified to the Management in writing and be approved by the Appropriate Authorities and the Management before any of such amendments or alterations can be made.

### iii. Renovation Period

The Renovation shall be completed within ninety (90) days from the date of the notice of the Management approving the Renovation (hereinafter referred to as "Renovation Period"). In the event that the Owner(s) requires any extension of time, the Owner(s) shall apply and obtain the Management's approval at least seven (7) working days prior to the expiry of the Renovation Period. The Management may grant the extension of time subject to such payment or conditions as the Management shall deem fit and necessary or may refuse to grant the extension of time at its sole and absolute discretion and the Management shall not in any manner whatsoever be liable to the Owner(s) for any loss or claim resulting from the said refusal.

### iv. Working Hours

- a. Any Renovation shall be done within the Renovation Period and the following hours or at such other period as may be determined by the Management from time to time:-
- Monday to Friday : 9.00 a.m. – 5.00 p.m.
  - Saturdays : 9.00 a.m. – 1.00 p.m.



- b. No Renovation shall be carried out on Sundays or public holidays observed by the State of Penang or during such time other than as stipulated in sub-clause (a) above unless otherwise prescribed or approved by the Management.
  - c. No Contractor is allowed to stay overnight whether inside or outside the said Parcel or on any part of the said Building and all contractors shall leave the said Parcel and the said Building immediately after the time prescribed in sub-clause (a) above.
- v. Renovation Deposit
- a. Before the commencement of any Renovation works, the Owner(s) shall pay to the Management a sum of RM3,000.00, as the case may be, as deposit or such other sum as shall be determined by the Management from time to time at its absolute discretion as security for his due observance, performance and compliance with his obligations in respect of the Renovation (hereinafter referred to as “Renovation Deposit”). A non-refundable sum of RM250.00 shall be retained and used for the purpose of cleaning and maintenance.
  - b. In the event that the Owner(s) requires any extension of time in excess of the Renovation Period, the Owner(s) shall pay a further sum calculated at the rate of ten per centum (10%) of the Renovation Deposit for every extended one (1) month or part thereof and the further sum so paid shall form part of the Renovation Deposit and be dealt with in accordance with the provision herein.
  - c. The Management shall have the absolute liberty to utilise the whole or such part of the Renovation Deposit towards remedying any breach by the Owner(s) and/ or the Contractor of the House Rules and Regulations herein provided always that if the Renovation Deposit shall not be sufficient to pay for the costs and expenses incurred or expended or payable by the Management as aforesaid, the Owner(s) shall immediately on demand by the Management pay to the Management such additional amount as may be required by the Management to fully and effectually remedy such breach as aforesaid. Such amount shall be deemed to be due from the Owner(s) to the Management on the date of demand thereof by the Management.
  - d. Subject to the right of set-off or deduction of the Management as stated herein, the Renovation Deposit or the balance thereof (if any) will be refunded free of any interest to the Owner(s) after the Management is satisfied that all rules and regulations herein have been duly complied with and that all rectification works as stipulated by the Management, if any, have been duly attended to and completed by the Owner(s) provided that if any approval is required from the Appropriate Authorities to prove

due completion of the Renovation, then the Owner(s) shall obtain such approval and produce the evidence of such approval to the Management before any refund can be made.

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

vi. Renovation Covenants

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



- Carry out or execute any and complete all works for or relating to such Renovations, and/or alterations works within the times and on such days as the Management may stipulate; and/or
- Cause any inconvenience to any of the Other Owner(s) and their Invitee(s).

vii. Developer Liability

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

viii. No Intrusion

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

ix. Damage

- a. All Renovation works shall be carried out and performed with utmost care and caution and no damage, loss or injury shall be caused or permitted to be caused to any part of the Other Parcels, the Common Property and/or the Building or to any person or property.
- b. In the event any damage including without limitation any leakage or seepage or stain is caused to, any part of the Building including without limitation any other Parcels



adjoining, adjacent, below and above the said Parcel or the Common Property or BEACON EXECUTIVE SUITES including but not limited to the roads, access, driveways, footpath, pavements, curbs, street, plants, landscape, elevators, staircase and facilities, as a result of the act or omission of the Owner(s) or the Contractor, the Owner(s) shall forthwith at his own cost and expense restore, reinstate and make good the same.

x. Security Check

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

xi. Identification Passes

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

xii. Use of Designated Lifts and Staircases

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

xiii. Parking and Movement of Vehicles

a. All vehicles belonging to the Contractor shall be parked at such place or location as designated or specified by the Management subject to the rules, directions and/or regulations as may be stipulated by the Management from time to time.

- b. All materials for the Renovation shall be loaded and unloaded at such place or location as designated or specified by the Management and in accordance with the rules, directions and/or regulations as may be imposed by the Management from time to time.

xiv. Water and Electricity

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

xv. Packing/Crating Materials

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



#### xvi. Protective Cover

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

#### xvii. Storage

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

#### xviii. Conduct and Behaviour of Contractor

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

#### xix. Inspection

The Owner(s) shall permit the Management and its agent, representatives and staffs to enter upon the said Parcel at all reasonable times including during the Renovation hours stated in Clause B(iv)(a) to inspect the same and to ascertain whether the conditions set out herein have been duly observed and performed by the Contractor and the Owner(s).

#### xx. Work Stoppage

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



## xxi. Electrical and Plumbing Installations

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

## xxii. Peaceful Renovation

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

## xxiii. Indemnity

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

## 13 ADDITIONAL EASEMENT

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

### 13.1 SUPPORT

The said Parcel and all other parcels shall have an easement of support and necessity each and shall be subject to an easement of support and necessity in favour of all other parcels in the Building comprising the said Parcel and the Common Property in BEACON EXECUTIVE SUITES or such part thereof.

### 13.2 UTILITY SERVICES

Easements are reserved under, through and over the Building comprising the said Parcel and the Common Property as may be required for utility services, sewers and drainage in serving the Building thereof and BEACON EXECUTIVE SUITES or such part thereof. The Owner shall not do anything within or outside the said Parcel that interferes with or impairs the utility services, sewer services and piping and drains serving the said Parcel and the Building in BEACON EXECUTIVE SUITES or such part thereof. The Management or its appointed agents and/or servants shall have a right of access to each parcel to inspect, maintain, repair or replace the pipes, wires, cables, drains and other utility services/facilities running through the said Parcel and to remove any improvements interfering with or impairing the utility services or easements herein reserved notwithstanding that the exercise of such right of access may cause inconvenience and/or interrupt (of which the Owner shall have no claims whatsoever and howsoever against the Management) the Owner's peaceful use and enjoyment of the said Parcel and except in the event of an emergency, entry shall be made on not less than one (1) days' notice in writing.

### 13.3 ENCROACHMENTS

1. If any portion of the Common Property encroaches upon any parcel; or
2. If any parcel encroaches upon any other parcels or upon any portion of the Common Property; or
3. If any encroachment shall hereinafter occur as a result of:-
  - a. the construction by the Management of the Building;
  - b. any alterations or repair to the Common Property made by the Management for the purpose of BEACON EXECUTIVE SUITES; or



- c. any repair or restoration of any parcel damaged by fire or otherwise or any improvements effected to any parcel or the Common Property or any portion thereof by the Management,

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

### **13.4 INGRESS AND EGRESS**

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

### **13.5 CONSTRUCTION AND MAINTENANCE**

The Management including its servants and agents shall have the right at its sole discretion from time to time and at any time to enter upon the Common Property for the purposes of carrying out repair, replacement and maintenance works notwithstanding that the same may prevent or interrupt/interfere with the use or enjoyment by the Owner of the Common Property.

### **13.6 MANAGEMENT'S RESERVATION OF RIGHTS**

1. The Management hereby expressly reserves the easements, licenses, rights and privileges of a right of way in, through, over, under or across the Common Property for the purpose of completing the construction of the Building and/or BEACON EXECUTIVE SUITES and the infrastructures and facilities in respect thereof as provided in the sale and purchase agreement and towards this end, reserve the right to grant and reserve easements and right of way in, through, under, over and across the Common Property for the installation, maintenance and inspection of lines and appurtenances for public or private, water, electricity, sewers, drainage, telecommunications or fibre optics telecommunications and other utilities and for any other services necessary for the completion of such work for BEACON EXECUTIVE SUITES. The Management also reserves the right to connect with and make use of the utility lines, pipes, conduits, ducts, sewer and drainage lines and which may from time to time be in or along the street and roads or other areas of the Common Property.



2. The Management reserves the right to establish, grant and create easements for any additional underground electric, transformer, amplifier, gas, telephone, telecommunications or fibre optics cables, water, sewers, storm drainage pipes or other utility lines and appurtenances in under over or through the said Land, to relocate any existing utility, sewer and drainage easements in any portion of the said Building and/or the Common Property and BEACON EXECUTIVE SUITES and to assign or transfer any or all of the aforesaid easements to such corporation or utility company if the Management shall deem it necessary or desirable for the proper operation and maintenance of or in connection with the development of BEACON EXECUTIVE SUITES or any portion thereof or for the general health and welfare of all the Owners PROVIDED THAT such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of any parcel. Any utility company or corporation whether public or private providing services to the Building, the Common Property and/or BEACON EXECUTIVE SUITES and its employees and agents shall have the right of access to the Common Property in furtherance of such easements and purpose.

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## 14 MANAGEMENT

### 14.1

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

### 14.2

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

### 14.3

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

### 14.4

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

### 14.5

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

### 14.6

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

## 14.7

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

Vehicle wheel clamp	Penalty	: RM	50.00
Loss of Visitor Pass and/or Contractor Pass	Penalty	: RM	50.00
Resident Access Card	Purchase	: RM	50.00
	Replacement	: RM	100.00
Renovation Works	Refundable Deposit	: RM	2,750.00
	Non-refundable Deposit	: RM	250.00
	Total	: RM	3,000.00
Move-In / Out Deposit	Refundable Deposit	: RM	1,000.00
Illegal Tapping	Penalty	: RM	200.00
Multi-Purpose Hall	Nominal Fee	: RM	300.00
	Refundable Deposit	: RM	300.00
DIY Tools Room	Penalty (exceeding 24hrs)	: RM	10.00
Smart Parcel Locker	Penalty (exceeding 24hrs)	: RM	10.00



# ANNEXURE A

## THIRD SCHEDULE

### STRATA MANAGEMENT ACT 2013

### STRATA MANAGEMENT (MAINTENANCE AND MANAGEMENT)

### REGULATIONS 2015

(Regulations 5 and 28) BY-LAWS

## PART 1 : PRELIMINARY

### 1. APPLICATION

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

## 2. INTERPRETATION

- (1) For the purpose of giving effect to subparagraph 1(2) of these by-laws:-
  - a. A reference to the “management corporation” shall be construed as a reference to the developer (during the developer’s management period and during the preliminary management period), joint management body or the subsidiary management corporation, as the case may be;
  - b. A reference to the “management committee” shall be construed as a reference to the joint management committee or subsidiary management committee;
  - c. A reference to the “proprietor” shall be construed as a reference to the Owner or parcel owner; and
  - d. A reference to “share units” shall be construed as a reference to the allocated share units.
- (2) In these by-laws or any additional by-laws made under the Act, “building” means Building if more than one, and includes part of a building.
- (3) Any reference to a Owner, parcel owner or proprietor shall include his family or any charge, assignee, lessee, tenant, occupier or invitee of his parcel.

## PART 2 : THE MANAGEMENT CORPORATION

### 3. FUNCTIONS OF THE MANAGEMENT CORPORATION

The Management corporation shall:-

- (1) maintain in a state of good and serviceable repair, and, where necessary, renew or upgrade the fixtures and fittings, lifts, installations, equipment, devices and appliances existing in the development area and used or capable of being used or enjoyed by occupiers of two or more parcels;
- (2) maintain, repair and, where necessary, renew or upgrade sewers, pipes, wires, cables and ducts existing in the development area and used or capable of being used in connection with the enjoyment of more than one parcel or the common property;
- (3) where applicable, establish and maintain suitable lawns and gardens on the common property;

- (4) where applicable, manage, maintain and secure suitable operators for any of the common utilities, amenities and services in the common property, such as launderette, conveniences store, cafeteria, nursery and others, to reasonable standards of safety and health for the convenience, comfort and enjoyment of the proprietors and occupiers;
- (5) renew and upgrade common property where necessary for the purpose of retaining and adding the market value of parcels in the development area;
- (6) on the written request of a proprietor of a parcel and on payment of a fee which shall not exceed fifty ringgit, furnish to be proprietor, or to a person in authorised in writing by the proprietor, the copies of all policies of insurance effected under the Act or effected against such other risks as directed by the proprietors by a special resolution, together with the copies of the receipts for the last premiums paid in respect of the policies;
- (7) set up, manage and maintain proper procurement procedures and tender process in a fair and transparent manner for all purchases, acquisitions or awards of contracts in connection with the management and maintenance of the common property;
- (8) 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 proprietors provided that the management corporation may, by written agreement with a particular proprietor, grant him for a defined period of time, the exclusive use and enjoyment of part of the common property or special privileges in respect of the common property or part of it subject to appropriate terms and conditions to be stipulated by the management corporation.

#### **5. PROVISION OF AMENITIES OR SERVICES**

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



## 6. DEFAULTERS

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

instalments or upon such terms and conditions as the management corporation shall deem fit and proper, including withholding any action permitted under subparagraphs 6(4) and 6 (5) of these by-laws.

- (7) The management corporation may accept payment of any sum due by a defaulter which is made by his chargee, assignee, successor-in-title, lessee, tenant or occupier, and any of the aforesaid persons who had made such payment shall be deemed to be irrevocably authorised by the defaulter to do so.

## **7. POWERS OF A MANAGEMENT CORPORATION TO IMPOSE A FINE**

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

## **PART 3 : THE PROPRIETOR**

### **8. GENERAL DUTIES OF A PROPRIETOR**

A proprietor shall:-

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



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



## 9. GENERAL PROHIBITIONS FOR A PROPRIETOR

A proprietor shall not:-

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

## 10. PROHIBITION OF NUISANCE

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

## 11. APPEARANCE, FAÇADE AND COLOUR OF THE EXTERIOR OF PARCEL

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

## 12. STORAGE OF INFLAMMABLE OR EXPLOSIVE MATERIALS

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

## 13. PEST CONTROL

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

## 14. KEEPING OF ANIMALS

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

## 15. DRYING OF LAUNDRY

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

## 16. COMPLIANCE WITH BY-LAWS

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



## PART 4 : THE COMMON PROPERTY

### 17. IDENTIFICATION

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

### 18. FIRE FIGHTING INSTALLATION OR EQUIPMENT

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

### 19. NOTICES AND 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 unauthorised activities shall be permitted in the common property. The management corporation may refuse to permit or allow any activity which, in the opinion of the management corporation, may pose a danger or nuisance to other proprietors.

## **21. GARDEN, LAWNS AND POTTED PLANTS**

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

## **22. ENCROACHMENT ON COMMON PROPERTY AND OTHER PARCELS**

- (1) A proprietor shall not do anything to his parcel which may encroach on any part of the common property or any other parcel.
- (2) A proprietor shall not mark, paint, put up posters or banners or notices, drive nails or screws, or fasten brackets or the like into, or otherwise damage or deface, any part of the

common property except with the prior written approval of the management corporation. An approval given by the management corporation shall not authorise any additions to the common property.

- (3) A proprietor may install:-
- a. any locking or safety device for protection of his parcel against intruders or to improve safety within his parcel;
  - b. any screen or other device to prevent entry of animals or insects into his parcel; or
  - c. any safety structure or device to prevent children from harm;

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

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

### **23. FURNITURE, FIXTURES AND FITTINGS**

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



## 24. CHILDREN PLAYING ON COMMON PROPERTY

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

## PART 5 : VEHICLES

### 25. VEHICLES

- (1) Every vehicle shall be properly parked in the designed parking bay without causing any obstruction to any adjacent vehicle or the flow of traffic. An improperly parked vehicle may be towed away or wheel-clamped by the management corporation, at the vehicle owner's cost without prior notice, and such a case:-
  - a. the wheel clamp will only be removed after payment to the management corporation of a charge imposed by the management corporation which shall not exceed ringgit two hundred, and with towing cost and holding charge actually incurred by the management corporation; and
  - b. the management corporation shall not be liable for any damage or loss caused to such vehicle by the towing or wheel-clamping of the vehicle.
- (2) Any unauthorised vehicle parked in common property or any vehicle parked outside the designated car parking bay or in any parking bay designated for another proprietor may be towed away or wheel-clamped by the management corporation, at the vehicle owner's cost without prior notice, and in such a case:-
  - a. the wheel clamp will only be removed after payment to the management corporation of a charge imposed by the management corporation which shall not exceed ringgit two hundred, and any towing cost and holding charge actually incurred by the management corporation; and
  - b. the management corporation shall not be liable for any damage or loss caused to such vehicle by the towing or wheel-clamping of the vehicle.

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

## **PART 6 : DISPOSAL OF SOLID WASTE**

### **26. SOLID WASTE DISPOSAL**

- (1) A proprietor shall not cause any unsightly accumulation of dirt, garbage, rubbish or debris in his parcel and accessory parcel that is visible from the outside and affecting the appearance or façade of the building or common property.
- (2) A proprietor shall not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except in a place designated for such purpose by the management corporation.
- (3) A proprietor shall ensure that any refuse from his parcel is properly disposed of at the refuse chute, or into the refuse bins at the common refuse chamber or at any designated facility provided in the building or the development area. Any spillage from his refuse shall be promptly removed and cleaned up by the proprietor.



- (4) In disposing of his refuse, a proprietor shall ensure that the refuse is securely wrapped and that any recyclable material or waste is separated and prepared in accordance with the applicable recycling guidelines.
- (5) Large, bulky or heavy objects shall not be discarded by a proprietor at any refuse chute or common refuse chamber and such items shall be removed from the building or common property by the proprietor unless there is a designated facility in the development area approved by the management corporation for this purpose.
- (6) A proprietor shall not:-
  - a. dispose his refuse into sink, water closet, manhole or drain, or allow anything to be done which will cause clogging or blockage to the sewerage and drainage system;
  - b. allow any object, refuse or rubbish or any description to be thrown or swept or emptied out of any external window or door of a parcel, or abandoned in any corridor, lobby, lift, landing, staircase, car park or any other part of the common property;
  - c. deposit or throw or let fall onto another parcel on the common property, any rubbish, dirt, dust or discarded item or material;
  - d. dispose of any object into any chute which may obstruct the free fall of refuse in the chute and cause blockage therein; and
  - e. throw live cigarette butts into any refuse receptacle.

## PART 7 : RENOVATIONS

### 27. RENOVATION WORKS AND REPAIRS

- (1) A proprietor shall not carry out any renovation works to his parcel without first obtaining a prior written approval from the management corporation and, where necessary, from appropriate authority.
- (2) In giving for any renovation works, the management corporation may require the proprietor to place an amount with the management corporation as a deposit for compliance with these by-laws or any additional by-laws relating to such renovation works and may require that the renovation works be completed within a certain time.
- (3) It is the sole responsibility of the proprietor to check with the appropriate authority for the need of any approval to carry out the renovation works and the proprietor shall pursue the matter with the appropriate authority on his own initiative. If the proprietor applies for



any approval from the management corporation for permission to carry out renovations works, the management corporation is entitled to assume that the proprietor has obtained the necessary approvals from the appropriate authority, where necessary, send a copy of the approvals of the appropriate authority shall be submitted to the management corporation at the time of application for approval by the management corporation. If the management corporation gives its approval for any renovation works and it is subsequently discovered that the requisite approvals from the appropriate authority were not obtained or not properly obtained, the proprietor shall be solely responsible to the appropriate authority and the approval granted by the management corporation for renovation works shall 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 damage is caused the proprietor shall immediately at his own cost, rectify and make good the damage to the satisfaction of the management corporation.
- (8) A proprietor shall ensure that adequate precautions are taken against damaging any concealed wirings, cables, pipes and ducts during the renovation works or repairs to his parcel, and any such damage caused by the renovation or repair works shall be rectified and made good immediately to the satisfaction of the management corporation and any competent civil and structural engineer appointed by the management corporation and the proprietor shall bear all cost relating thereto.

- (9) If the proprietor intends to change the floor finishes to any wet area in his parcel, he shall replace the existing damp proof membrane with a new damp proof membrane, continuing upwards at any wall junction for at least 150 mm high. If the proprietor intends to change the wall tiles in a wet area, the proprietor shall similarly replace the affected part of the damp proof membrane at the junction of the wall and the floor.
- (10) A proprietor shall ensure that any renovation or repair works in his parcel shall not in any way cause inconvenience or danger to the other proprietors in the building.

## 28. RESTRICTION IN RENOVATION WORKS

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



## 29. OTHER PROHIBITIONS

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



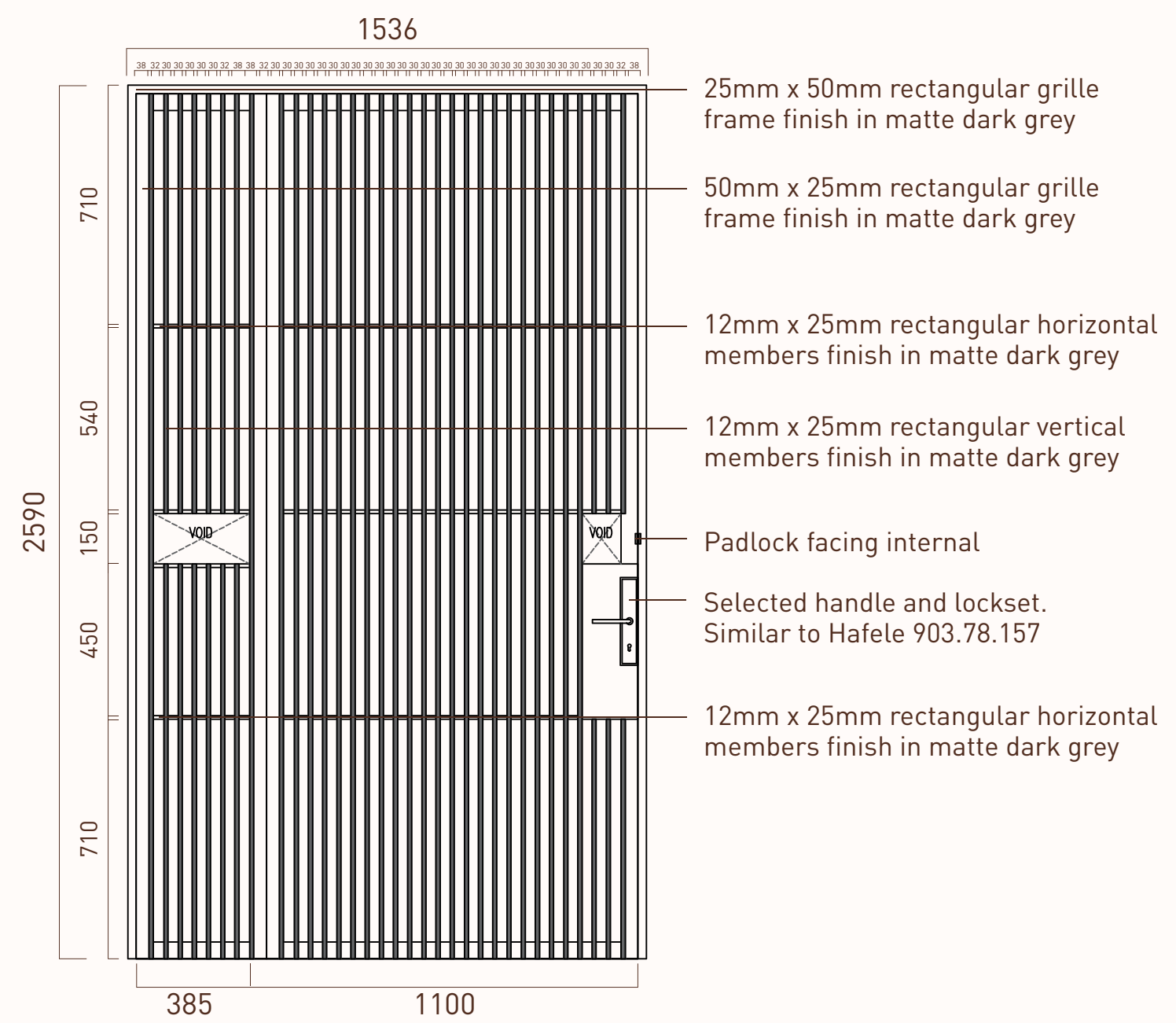
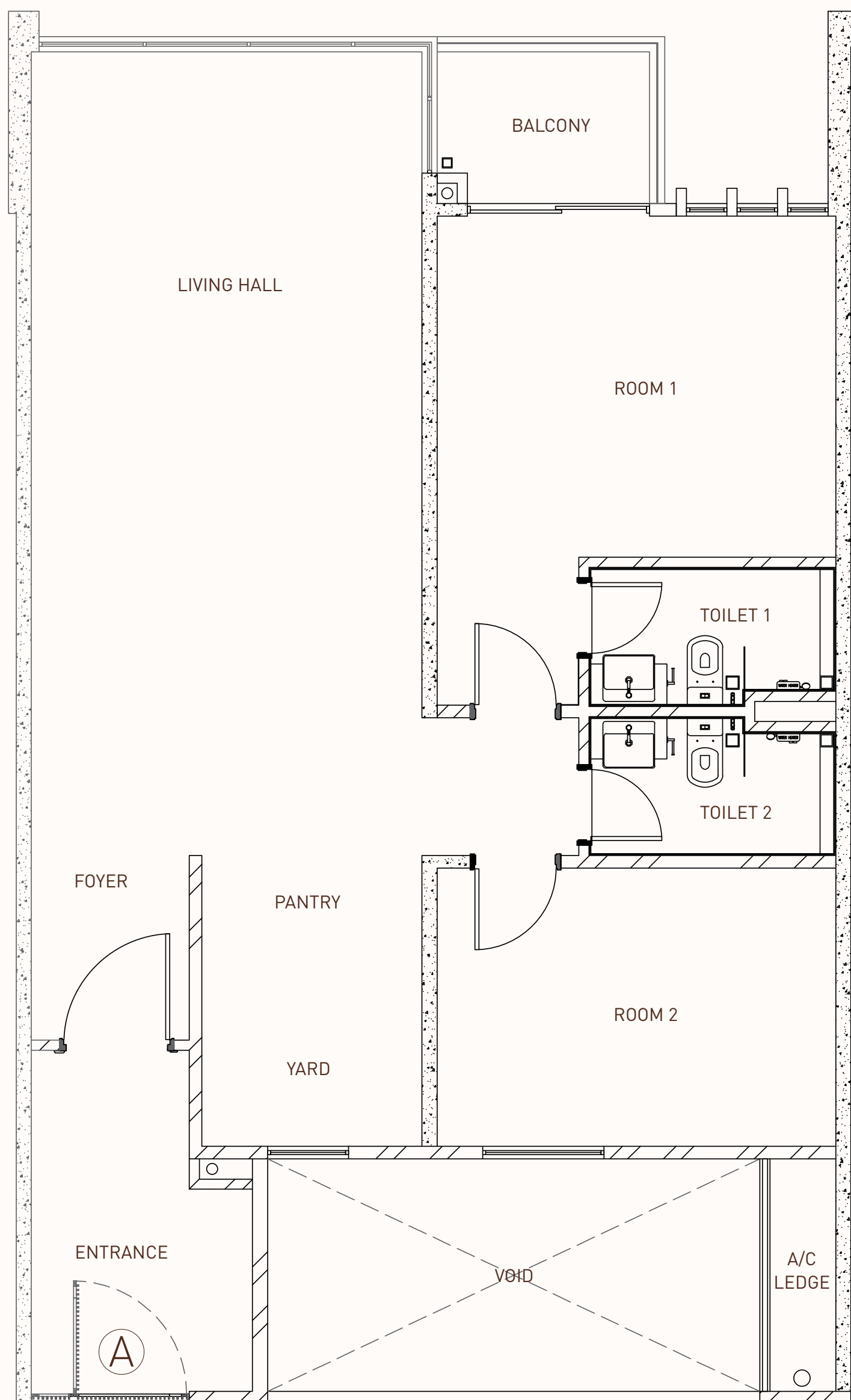
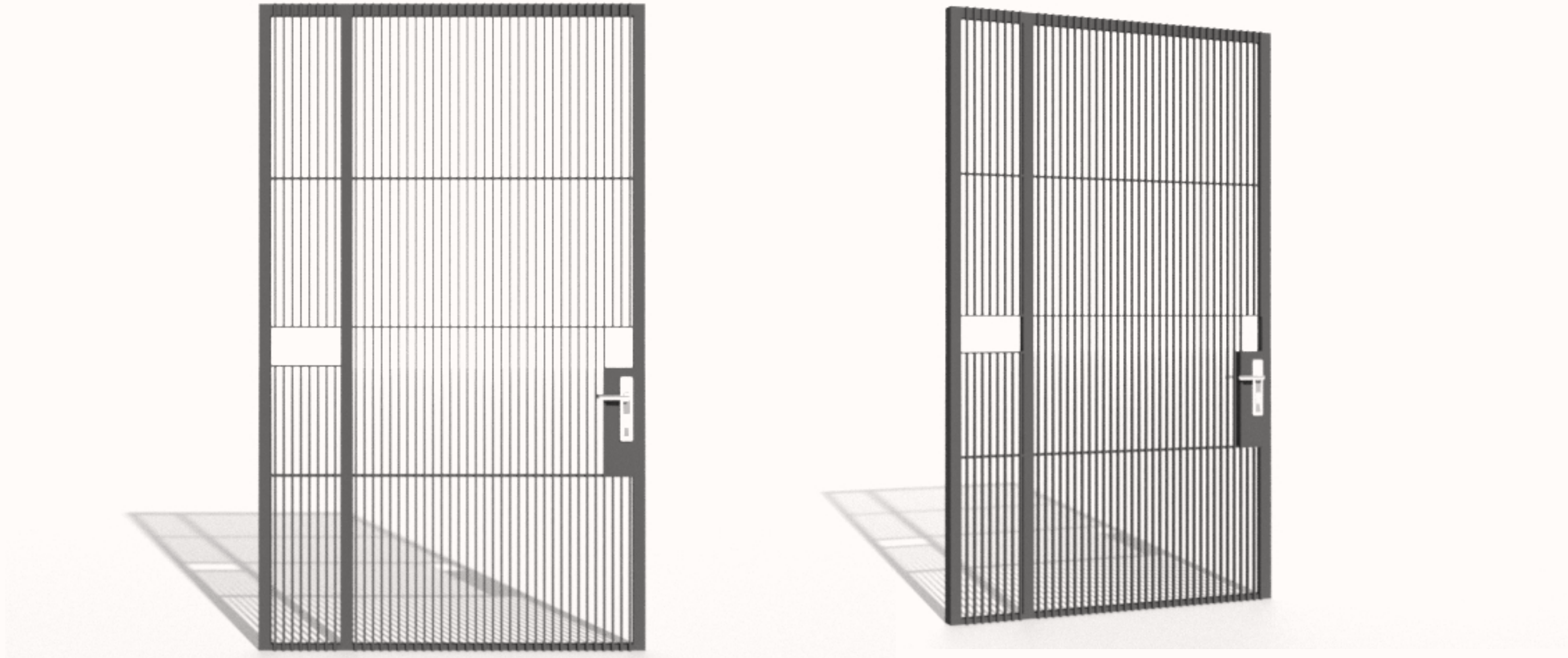
## PART 8 : DEFECTS TO PARCELS AFFECTING SUPPORT OR SHELTER

### 30. POWER OF MANAGEMENT CORPORATION TO TAKE PROCEEDINGS AS AN AGENT FOR PROPRIETORS IN CASE OF DEFECTS TO PARCELS

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

# ANNEXURE B

## MAIN ENTRANCE GRILLE GUIDELINES: OPTION A



Ⓐ MAIN ENTRANCE (PLAN)

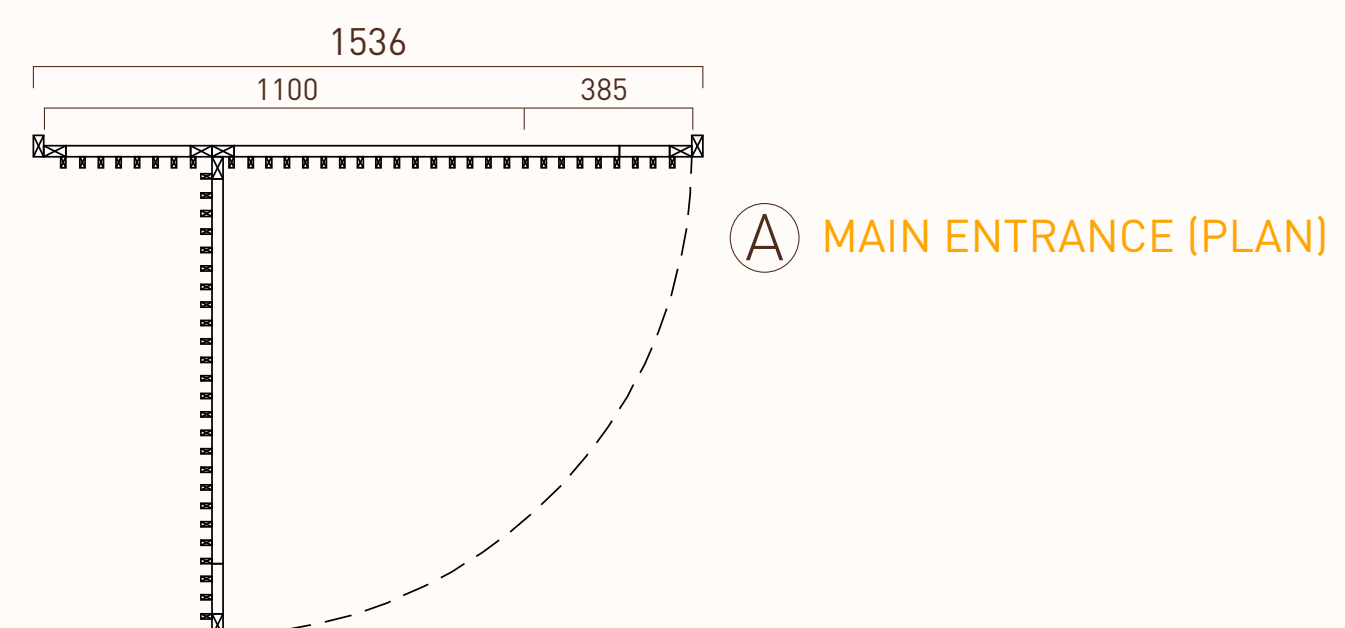
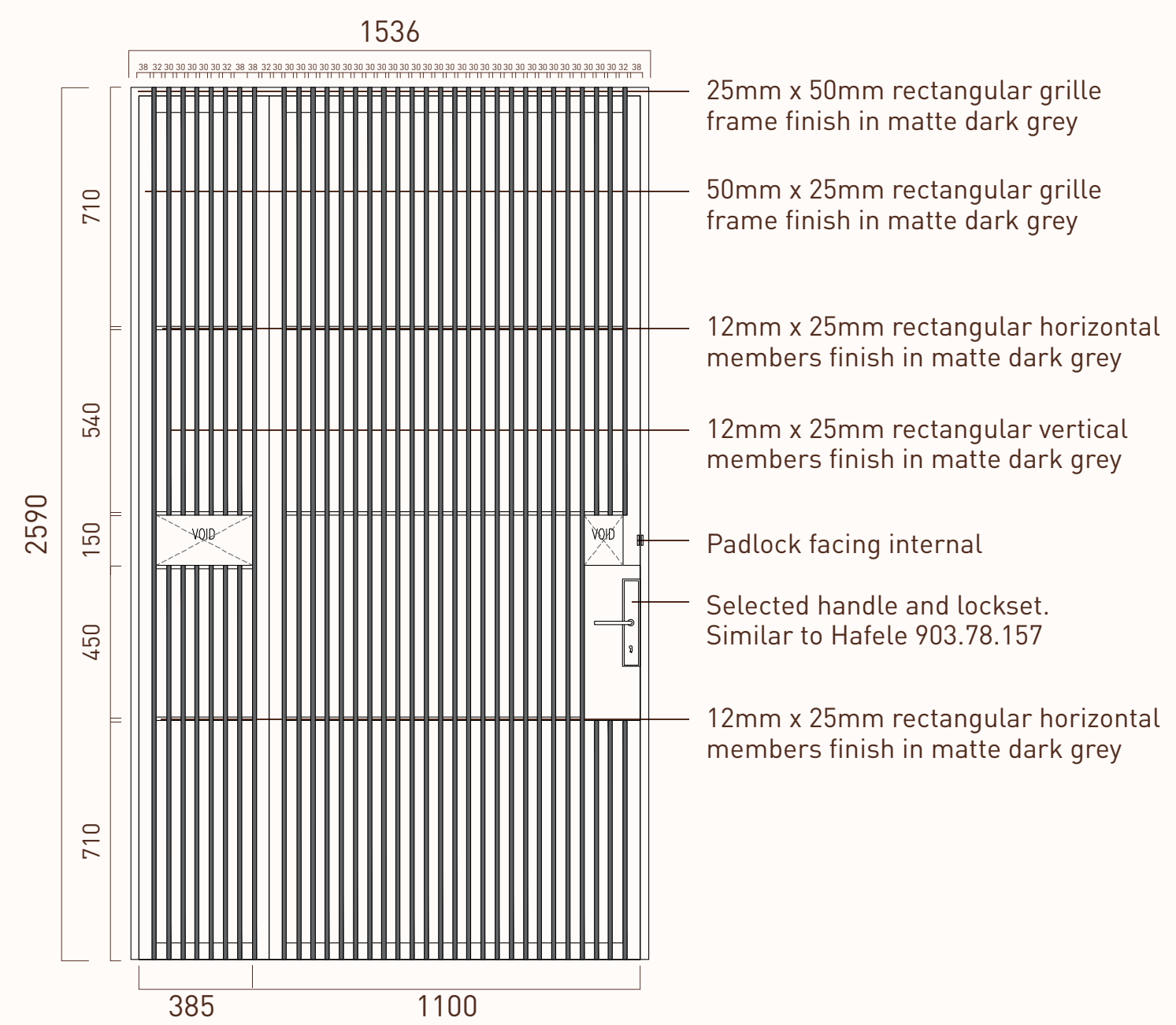
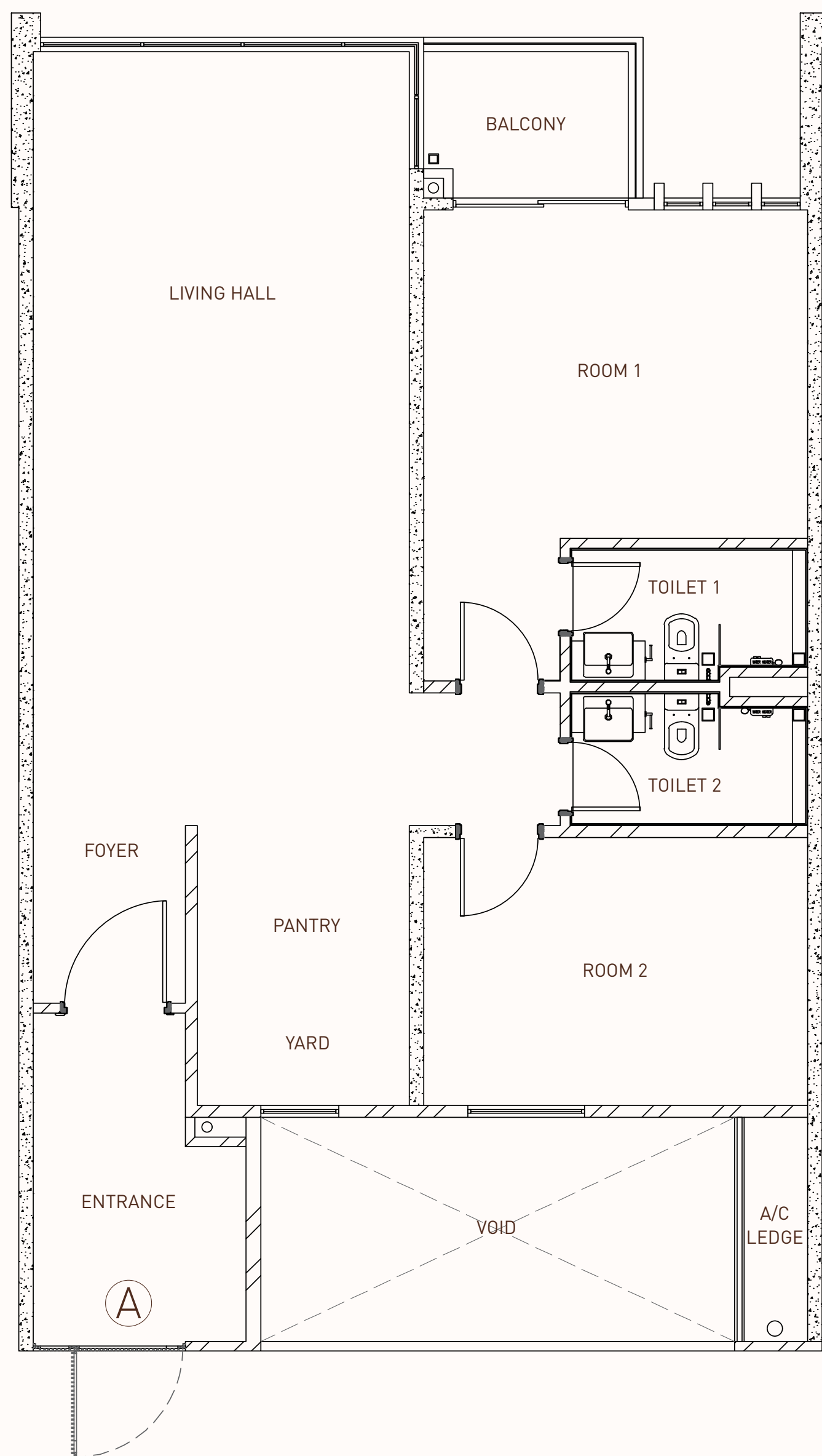
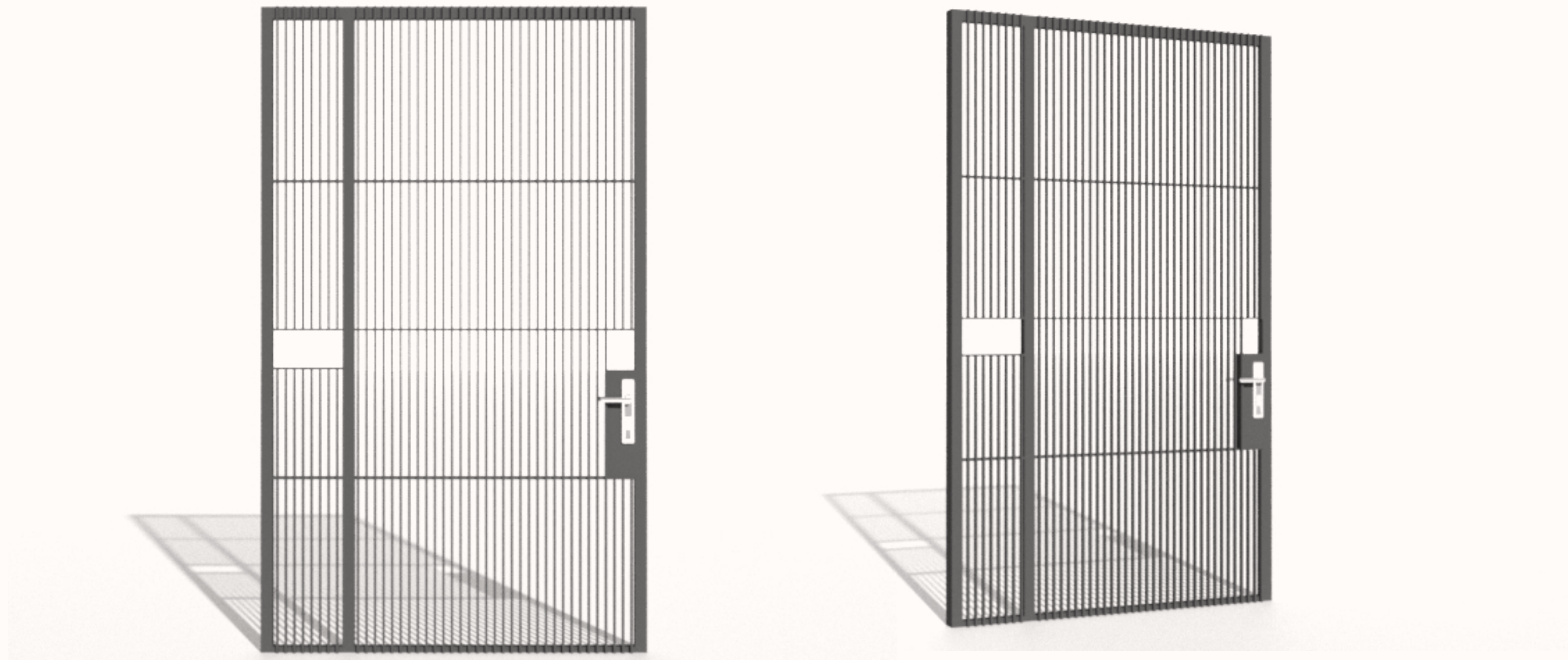
### Note for Grille :

- Brand : SKK
- Material : Mild Steel
- Colour : Matte Dark Grey
- Colour Code : To match/equivalent to SKK S 8000-N
- Finishes : Spray Paint/Powder Coated



# ANNEXURE B

## MAIN ENTRANCE GRILLE GUIDELINES: OPTION B



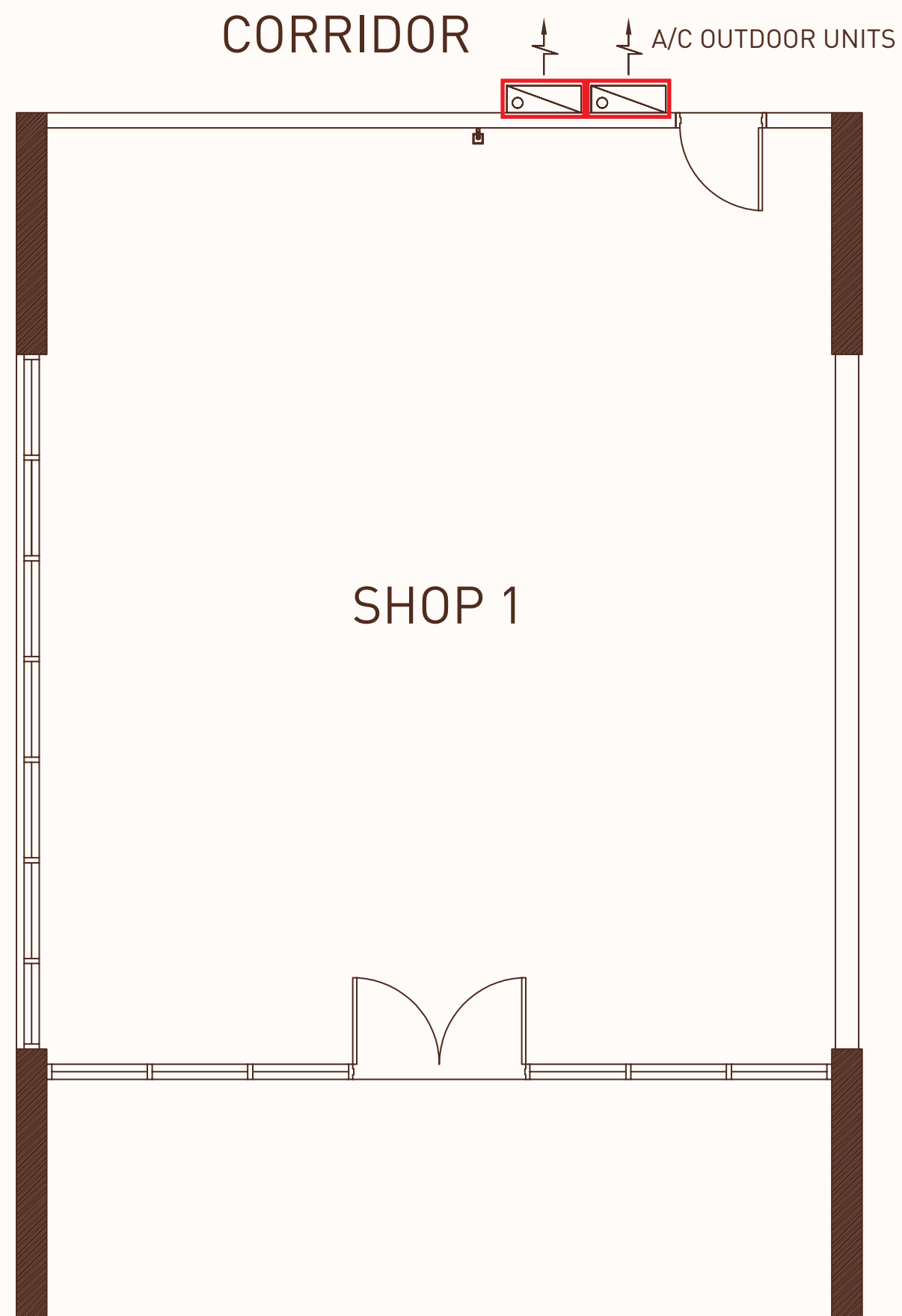
### Note for Grille :

- Brand : SKK
- Material : Mild Steel
- Colour : Matte Dark Grey
- Colour Code : To match/equivalent to SKK S 8000-N
- Finishes : Spray Paint/Powder Coated



# ANNEXURE C

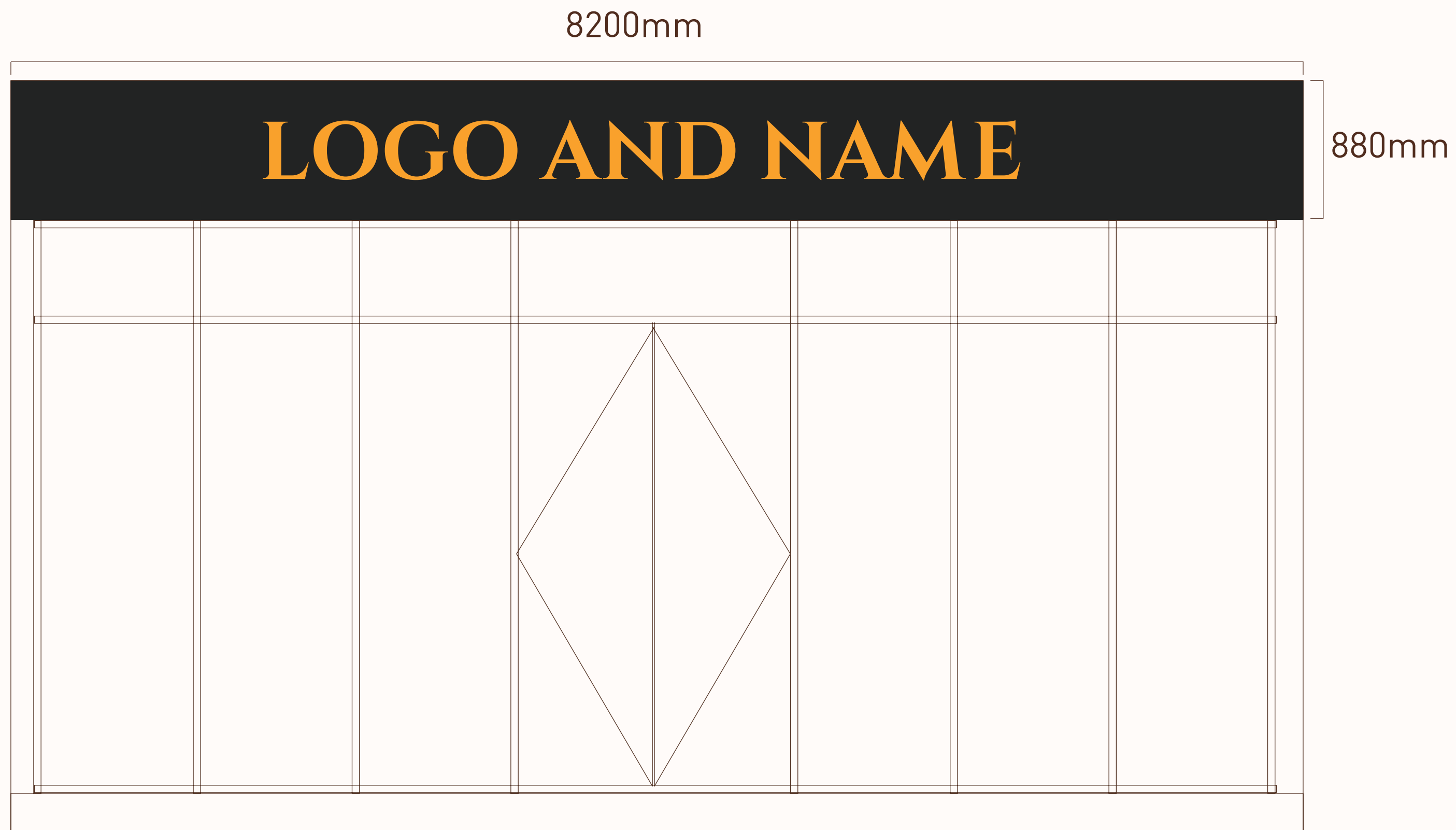
## AIR-CONDITIONER COMPRESSOR GUIDELINES



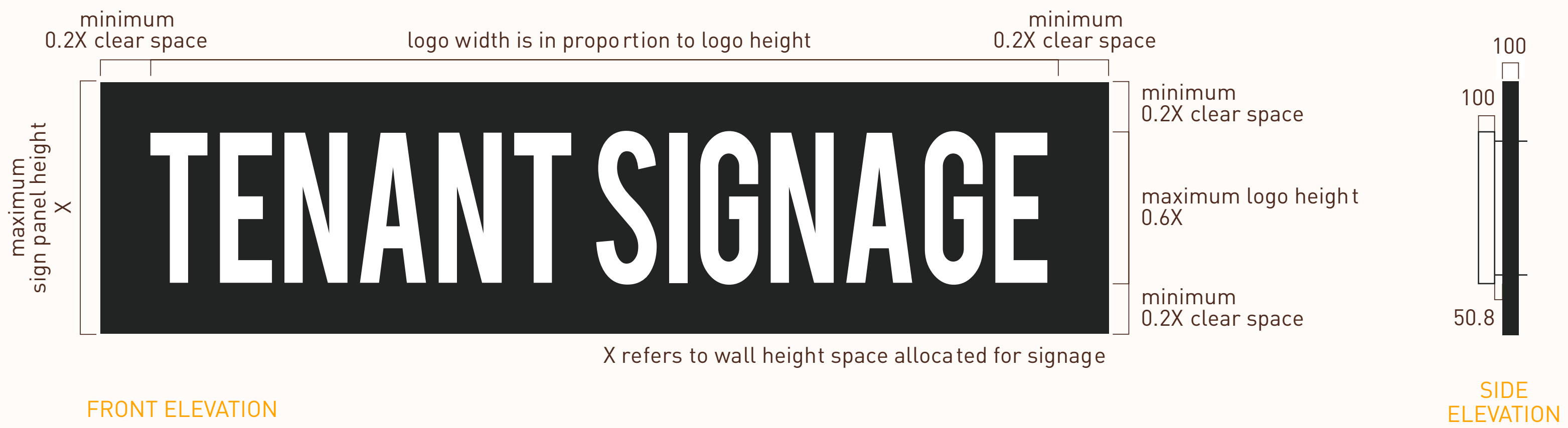
# ANNEXURE D

## SIGNAGE & AD PANEL GUIDELINES

### Tenant's Facade Signage Material & Specifications



SHOP LOT ENTRANCE SIGNAGE



FRONT ELEVATION

SIDE ELEVATION

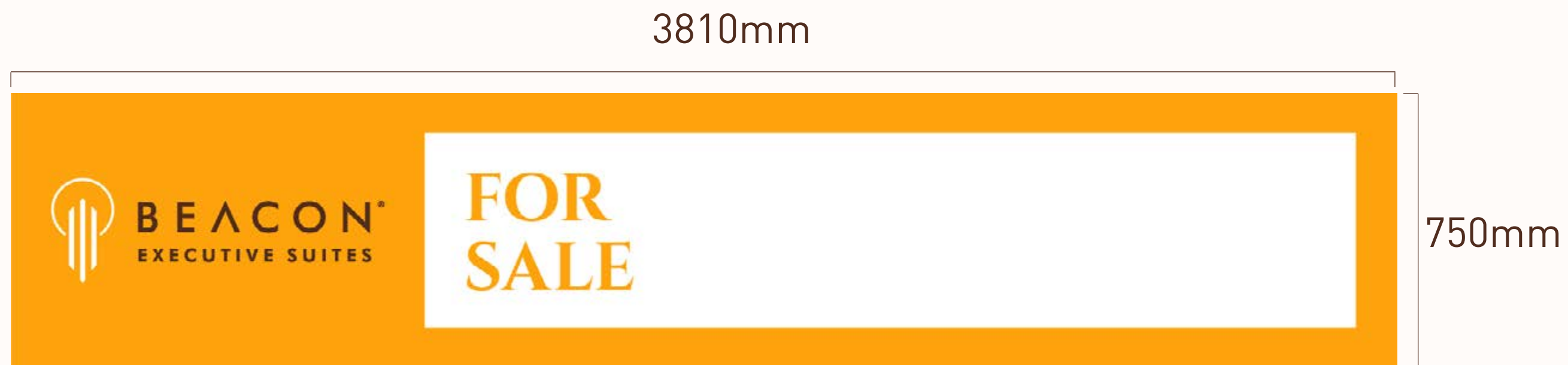


**TYPE A**

Boxed-up channel logo or letterings to be 3mm thick aluminium spray-painted with 3 coats of primer and 2K paint to match tenant's logo colours in satin finish. Channel logo to be pin-mounted onto a composite panel backing. Sign is halo-lit with concealed LED lighting.

Backing panel to be aluminium composite panel spray-painted to match tenant's preferred colour mounted to the wall.

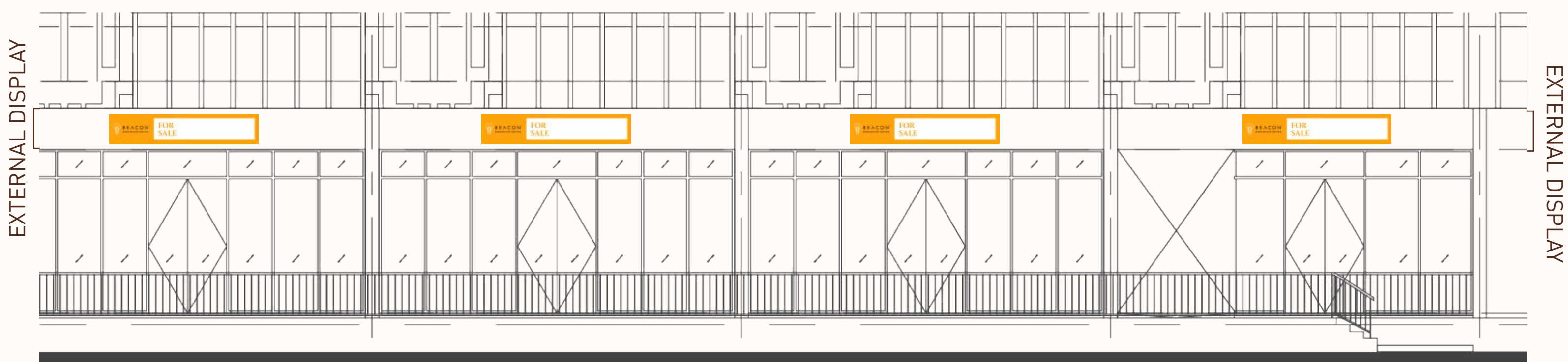
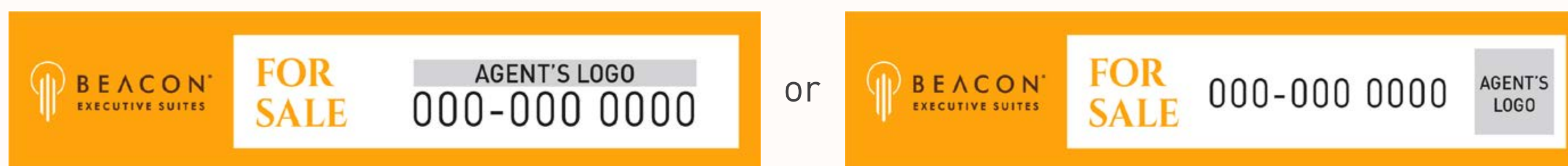
## ADVERTISEMENT GUIDELINE - OPTION A "FOR SALE"



CMYK Colour Code : C0 M41 Y100 K0

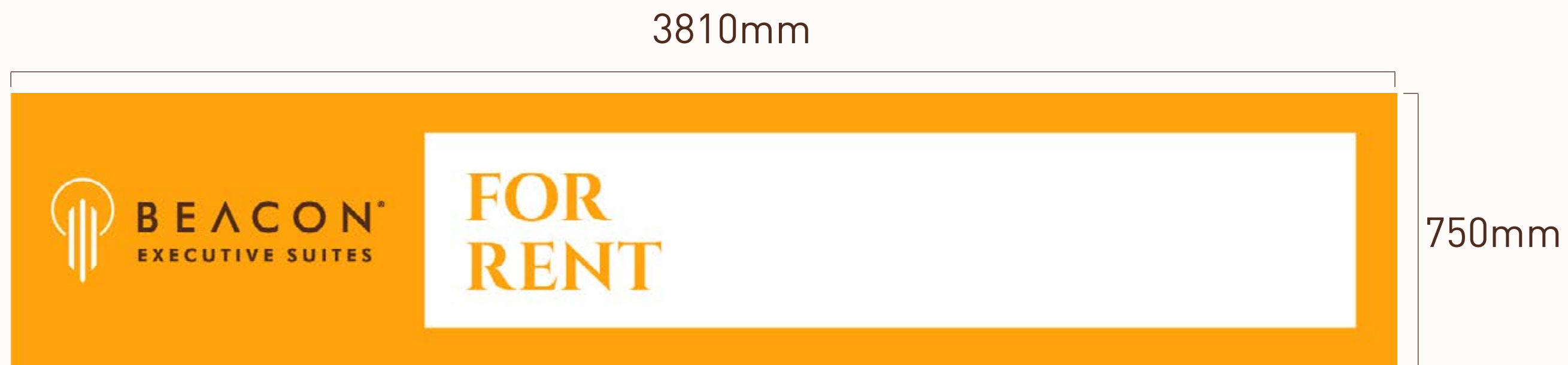
- Wordings/Numbers only in Black (apart from Property Agent logo)
- Wordings/Numbers should only be within the white box but not affecting the readability of the word "FOR SALE"
- Installation method:
  - Using normal banner material
  - By U-clip onto the wall evenly
- To notify Property Management on the installation date

Example of positioning Property Agent logo (if applicable):





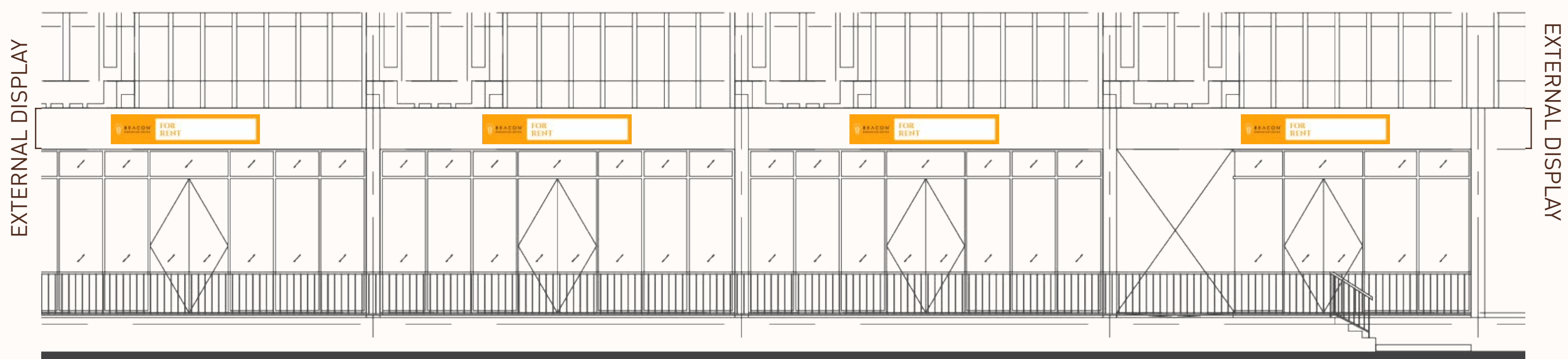
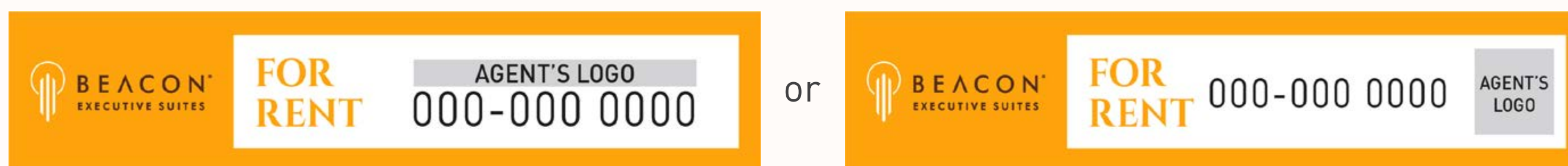
## ADVERTISEMENT GUIDELINE - OPTION A "FOR RENT"



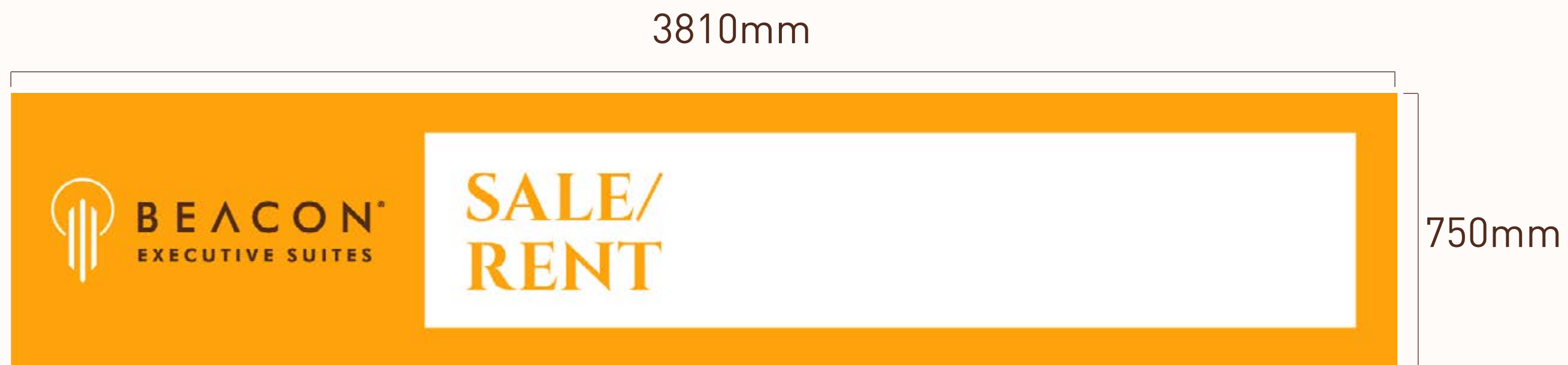
CMYK Colour Code : C0 M41 Y100 K0

- Wordings/Numbers only in Black (apart from Property Agent logo)
- Wordings/Numbers should only be within the white box but not affecting the readability of the word "FOR RENT"
- Installation method:
  - Using normal banner material
  - By U-clip onto the wall evenly
- To notify Property Management on the installation date

Example of positioning Property Agent logo (if applicable):



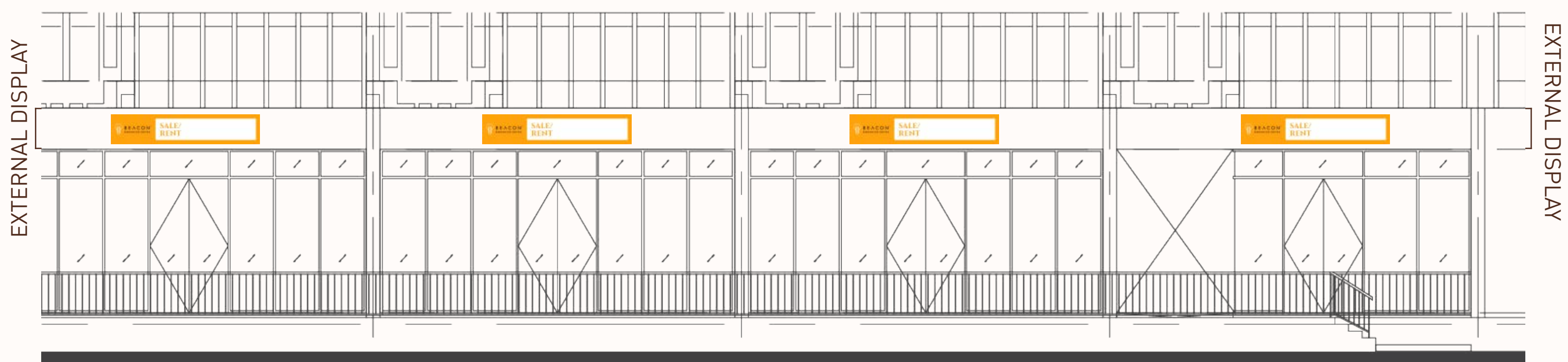
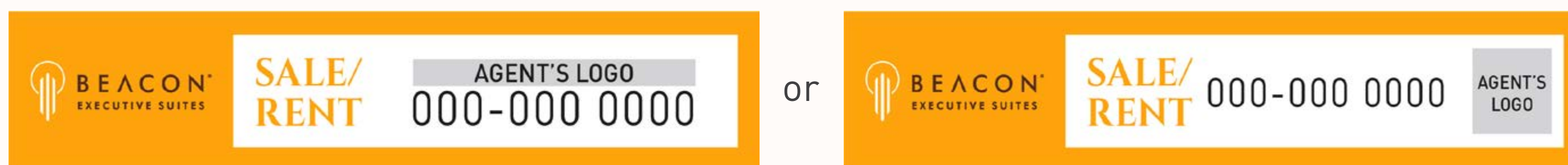
## ADVERTISEMENT GUIDELINE - OPTION A "SALE/RENT"



CMYK Colour Code : C0 M41 Y100 K0

- Wordings/Numbers only in Black (apart from Property Agent logo)
- Wordings/Numbers should only be within the white box but not affecting the readability of the word "FOR SALE/RENT"
- Installation method:
  - Using normal banner material
  - By U-clip onto the wall evenly
- To notify Property Management on the installation date

Example of positioning Property Agent logo (if applicable):





# ANNEXURE E

## SHORT-TERM RENTAL HOUSE RULES

These house rules are designed to promote the harmonious occupancy of the parcels within BEACON EXECUTIVE SUITES (“Parcels”) and to protect all occupants from annoyance and nuisance caused by any improper use of the Parcels, thereby providing maximum enjoyment of the Parcels and the facilities.

Therefore, it is imperative that each Owner as defined in the Handbook of BEACON EXECUTIVE SUITES (“Handbook”) including his/her agent(s) or operator/host authorised to manage the Parcel ensure the following rules are strictly adhered to by all occupants of the Parcel which shall include but not be limited to the Owner(s), lessees, tenants, lawful servants, agents, visitors, invitees, licensees or guests (including Airbnb or homestay or other short-term rental guests) of the Owner(s) (“Occupants”).

- (1) Pets shall be carried in pet carriers whilst at Common Property (as defined in the Handbook) or any part of BEACON EXECUTIVE SUITES. Whilst walking pet(s) within the compound of BEACON EXECUTIVE SUITES, the Occupants shall ensure that the pet(s) do not urinate or defecate on or at any part of the Common Property and/or the Common facilities (as defined in the Handbook) which includes but is not limited to roads, lamp post areas, green reserves, plants and the visitors’ car park lots or any other building(s) or structure(s) on any part of the compound of BEACON EXECUTIVE SUITES. If any incidental defecation (including urine) by such pet(s) occur, the Occupant is required to clean it up immediately by using appropriate cleaning methods which includes washing the area with water and/or cleaning agents if necessary.
- (2) Smoking around the Common Facilities area is strictly prohibited. If Occupants smoke in the privacy of the Parcel, throwing the cigarette butts out of the window or balcony is strictly prohibited.
- (3) Occupants shall park their vehicle at the designated parking lots at their own risk. The Management shall have the right to clamp the wheels or tow away any vehicle which is not parked at its designated parking lot. The clamping device will only be released upon payment of RM 50.00 to the Management, which may be changed at the discretion of the Management from time to time. The Management shall not be in any way liable to the Occupant for any damage occasioned to the vehicle pursuant to the clamping and the removal of the same and the towing of the vehicle.



- (4) No illegal, unlawful, immoral activities or any behaviour or misconduct of any kind which violates the laws of Malaysia is permitted in BEACON EXECUTIVE SUITES.
- (5) All Occupants shall keep the premises clean and dispose of garbage especially food waste into the Rubbish Collection Centre which is beside the car wash bay or at loading and unloading area. Garbage shall not be thrown along the corridor or any common area or into the toilet to prevent the clogging the toilet. The Owner and/or Occupant will be charged for the cost of engaging a plumber to unclog if necessary.
- (6) No parties, no outside visitors, no overnight guests are permitted without the prior approval from the Management.
- (7) Guests who are registered with the Management are permitted to reserve the Multi-Purpose Hall at Level 28. All reservations must be made seven (7) days in advance. Any event to be held at the Multi-Purpose Hall must be approved by the Management with a nominal fee of RM300.00 and refundable deposit of RM300.00 (duration of 4 hours) that shall be paid by the Occupant upon making the reservation.
- (8) The Library is only meant for Owner(s) of BEACON EXECUTIVE SUITES.
- (9) Swimmers shall at all times be in proper swimming attire. All swimmers must shower at the designated place before entering the pool or jacuzzi at any one time. Should there be a queue for use, only two (2) individuals per household will be allowed to use the pool for one (1) hour. The security or the Management reserves the right to refuse admittance of or to reject from the pool premises any user who fails to comply with the rules imposed.
- (10) All persons are required to dry themselves before leaving the pool area and changing rooms. Swimmers wearing dripping wet bathing suits/swimming attire are not allowed to go beyond the pool area until they have dried themselves off.
- (11) No person(s) shall smoke, drink, or eat in the lifts.
- (12) Occupants and guests are encouraged to respect the privacy and not to interfere with the activities of other guests or occupants and are expected to keep the noise level to a minimum after 11.00pm.

- (13) Occupants and guests are required to follow the rules & regulations set by the Management and are requested to read the signages/Handbook before using the facilities.
- (14) Electrical Vehicle Charges are ONLY allowed for vehicle(s) that are registered with the Management. The guests may look for security personnel for assistance. Each car is only permitted to charge up to four (4) hours per day, with a fee of **RM 25.00** per usage (for non-residents).
- (15) The cleaners/housekeeping from the short-term rental operators are strictly prohibited from using the passenger lift. The cleaners are only allowed to use the service/bomba lift.
- (16) Occupants are not allowed to use the rented unit for commercial activities such as meeting with client(s) or to conduct business.
- (17) Any alterations of the letterbox lockset shall be submitted to the Management for approval. Failing which, the Owner(s) shall forthwith demolish or remove the lockset at his own costs and expenses upon notice from the Management to do so.
- (18) The Occupant or his/her agent/operator/host must submit the Tenancy Agreement and Tenant's Registration Form to the Management prior to the date of the Tenant moving in.
- (19) The short-term rental tenants/guests must register via the Engage+ App under the Visitor Management Category. Failing which, the Management has the right to disallow the said tenants or guests from entering BEACON EXECUTIVE SUITES for safety and security reasons.
- (20) A penalty or fine per incident will be imposed for any breaches of the by-laws or house rules of BEACON EXECUTIVE SUITES as per table below.
- (21) The Management reserves the right to amend, modify, change, cancel or add policies, rules and regulations, terms and conditions herein from time to time without prior notice.

(23) Below are the penalties for any misconduct:

No.	Offences	Penalties (RM)
1.	Failing to wear suitable swimming attire	50.00
2.	Failing to dry off properly, after using the pool and leaving wet tracks in the common areas and lift	50.00
3.	Bringing any food and drinks to the swimming pool area	150.00
4.	Littering at the common area and facility floor	200.00
5.	Parking at unauthorised places or parking lots assigned to other parcels	50.00
6.	Destroying or damaging common property within BEACON EXECUTIVE SUITES	200.00 or any other amount equivalent to the value of the damaged property
7.	Failing to adhere to the SOPs and by-laws imposed by the Management	200.00

### FOR AGENTS/HOSTS/OPERATORS

- (1) The Management reserves the right to deny any agent who fails to register via the BEACON EXECUTIVE SUITES Engage+ app access to BEACON EXECUTIVE SUITES or any of the parcels therein.
- (2) All agents/hosts/operators are required to pay a lump sum of RM300 as a security deposit to ensure strict compliance of SOPs and by-laws as well as to avoid any misconduct. Any penalties shall be deducted from the security deposit.
- (3) Security deposits will be refunded after deducting the penalties (if any) if the services of the agent is terminated by the Owner.
- (4) The security deposit shall be maintained at RM300 and the agent shall forthwith pay to the Management on demand such additional sum of monies as may be required to maintain the amount of the Security Deposit at RM300.
- (5) Agents are required to brief all their guests on the house rules of BEACON EXECUTIVE SUITES. In the event of breach of the house rules, the agents shall be liable to pay the penalties as stipulated above.



- (6) Agents are required to inform all their guests on the parking lots assigned to the parcel as well as the location of the rubbish chamber.
- (7) The maximum number of guests allowed is 6 pax per unit.

## FOR OWNERS

- (1) Owners are required to declare and register at the management office if they intend to let out their parcel for short-term rentals.
- (2) Owners are allowed to appoint agents to manage their short-term rentals but owners are responsible to ensure that the agents are registered with the Management and that the agents shall provide the Management with the correct information on the short-term rental guests/tenants.
- (3) Owners are responsible to educate agents on the rules and regulations and by-laws governing the BEACON EXECUTIVE SUITES as contained in the Handbook and the Resident Guide.



Redefine Living



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