

## **PART 2 - HOUSE RULES AND REGULATIONS**

### **1. SPECIFIC HOUSE RULES AND REGULATIONS SUPPLEMENTARY TO THE DEED OF MUTUAL COVENANTS**

The purpose of House Rules and Regulations are to:

- Preserve, protect, maintain and enhance a community's property values and assets
- Ensure awareness and compliance in safety and security issues
- Promote harmonious living in a peaceful environment
- Ensure that residents can use and enjoy the property without obstruction or interference by others

Pursuant to clause 8 in the Deed of Mutual Covenants, the developer is authorized to formulate the House Rules and Regulations for the common good of all purchasers/proprietors. The Deed of Mutual Covenants is supplemental to the Sale and Purchase Agreement and essentially contains a set of fundamental covenants between the purchaser and the developer with regards to the future shared responsibilities concerning the common property and the use of common facilities and services.

This first set of House Rules and Regulations are proposed as a starting point for immediate implementation upon obtaining the Certificate of Fitness for Occupation. Once the official Interim Purchasers' Committee is formed via formal or informal procedures, these rules can be tabled for formal ratification and validation subject to appropriate modifications or additions as deemed necessary by the committee subject always to agreement by the developer who will have the final say in the event of inability by the committee to reach a consensus. All decisions on such policy matters should ideally be put to a majority vote so that the Condominium Manager can be supported by a stronger moral authority. In the event purchasers/residents are not ready to form their own committee during the interim period prior to formation of the Management Corporation (MC), the developer shall take sole responsibility to manage the affairs of the common property for the residents as required by law under the Sale and Purchase agreement.

Any formulated House Rules and Regulations must comply with federal and state laws, and local authority regulations. When disputes arise over the enforceability of any rules or regulations, it could be envisaged that the following hierarchy of authority usually applies:

- Federal laws, regulations and court decisions
- State laws, regulations and court decisions
- Local authority by-laws, regulations and guidelines
- Deed of Mutual Covenants

- Supplementary House Rules and Regulations approved by the Management Corporation
- Supplementary House Rules and Regulations proposed by the developer with or without the validation by the Interim Purchasers' Committee
- Day to day management by the Condominium Manager and its authorized representatives

All House Rules and Regulations are subject to modifications for improvement at the discretion of the developer in consultation with the Interim Purchasers' Committee prior to the formation of the MC and later at the discretion of the MC itself after its formation. The purpose and intention of these rules and regulations are to protect the long term value of the overall property as well as to protect the rights of proprietors/purchasers and their assigns to enjoy the security and comfort of the premises with peace of mind. It is hoped that owners and/or residents will take an active part in the continuous refinement and practice of these rules and regulations so that the Condominium Manager and all other personnel can refer to it as the basis on which all their duties can be discharged without fear, favor or prejudice in the general interests of the condominium community as a whole.

House Rules and Regulations may be modified based on regular feedback to monitor the effectiveness of its implementation in terms of achieving the objectives for which the rules and regulations were designed for in the first place. The rules and regulations are supplementary to and not meant to replace the Deed of Mutual Covenants. Its main objective is to focus on issues and situations that are generally known to be problematic for many condominium dwellers unless a clear set of policies are made known to all residents. This can help to create a better understanding and appreciation for the actions and decisions by the Condominium Manager in their effort to manage the property to the satisfaction of the majority of the condominium community.

In the formulation of specific House Rules and Regulations, care has been exercised to make sure that whatever good intentions must still be construed as reasonable and logical. The acid test for the success of any rule or regulation lies on how reasonable it is and whether it is fair and rational. We have used all our years of experience in the property industry to try and stick with this acid test in the formulation of specific Rules and Regulations supplementary to the Deed of Mutual Covenants.

***The following House Rules and Regulations have been designed to provide the Condominium Manager with a set of very specific operational policies to guide its day to day management and administration of the condominium.***

Rule No. 1 – Use of Premises

Clause 3 in the Deed of Mutual Covenants states clearly that the condominium is intended for purely residential purposes and restricts any form of commercial activities. However, it is generally accepted that in today's global economy, more people may be conducting some of their business activities at home and so these activities need to be regulated in order to protect the security and comfort of other residents affected by such activities. The following list of activities (which may not be complete) business or otherwise, are prohibited within the apartment units;

- Inviting clients, employees, multi-level marketing down liners or business associates on a regular basis into the apartment for the purpose of a business gathering, business meeting, business group discussion, multi-level marketing motivational talk or business promotional event
- Conducting any illegal, immoral, improper, offensive or unlawful activities
- Activities that create excessive noise, odor or vibration that is considered a nuisance by other residents
- Storage of large quantities of goods or samples that require delivery through a commercial van, truck or lorry
- Storage of dangerous materials which are toxic, acidic and inflammable and anything else considered hazardous by the Fire Department
- Activities that takes advantage of the free broadband that is available to residents through the WIFI hotspots
- Religious or political activity that can cause disturbance or inconvenience to other residents
- Any other activities that can threaten the peace of mind of residents or can create intolerable unhappiness and stress to any resident

Whilst the above activities are strictly prohibited within the apartment units, certain activities may be permitted in some of the common facilities to accommodate the modern lifestyle and business activities of residents. The circumstances and conditions for permitting such activities will be determined by the Condominium Manager in consultation with the management and/or the Interim Purchasers' Committee.

## Rule No. 2 – Visitor Access and Car Parking

The resident or tenant is responsible to ensure that all invitees or guests shall comply with the regulations in the Deed of Mutual Covenants and the House Rules. Under the Deed, the developer and/or the proprietors shall be indemnified by the purchaser in the event of any loss or damage suffered or incurred arising from the acts and conduct of the invitees or guests.

All visitors will be subject to security screening under the Visitor Management System which should record the particulars of every visitor, their vehicle registration number, their time and purpose of entering the premises and the unit they intend to visit. Access into the lift lobbies and operations of the lifts require the use of a security access smart card and access to park on a visitor parking lot may require the use of a visitor parking plate (or any other methods of control) both of which will be issued at the main guardhouse.

The term guests does not apply to contractors, suppliers, vendors, delivery men, cleaners, gardeners, guards, maids, tuition teachers, instructors or other similar categories of invitees as they come because of their business and not for social or family visiting. As such visitors under this category are not entitled to park their vehicles inside the visitors' car parks. An exception will be made when there is a need for such visitors to load or unload goods at the loading bay whereby their vehicles must leave the premises as soon as the loading or unloading is completed.

Residents who wish to make it convenient for their guests to obtain a security access card and/or visitor's parking plate with the minimum of delays at the guardhouse must ensure that all security deposits mentioned in Clause 5b below imposed by the Condominium Manager at the time of handover of vacant possession has been paid up. One of the purpose for the collection of such deposits is to ensure that all invited guests issued with a security smart access card and/or visitor parking plate do not forget to return them at the guardhouse before leaving the premises. The management may deduct from the RM2,000.00 ringgit non-refundable security deposit mentioned in Clause 5b the cost of replacement cards or plates if the guest fails to return them and they have to be declared lost after a reasonable period of notice for its recovery. This security deposit must be topped up at all times if you wish to maintain such privileges for your guests.

All security access cards are programmed to operate in accordance to different control criteria under the following categories:

|                                 |   |
|---------------------------------|---|
| Unrestricted cards              | - Management personnel  |
| Semi-restricted cards           | - Resident and guest cards (all common areas and the floor of your residence) |
| Restricted service access cards | - Service workers, guards, contractors etc. (subject to management control)   |

As a measure of security, all reported missing access cards will be deactivated immediately. All residents are responsible to inform their visitors about the following rules and regulations affecting invited guests, unexpected guests or servicemen when entering the premises.

- a) Where the visitor is a contractor, serviceman or delivery man, they will be subjected to a more stringent security procedure under the Visitor Management System whereby they must produce their identity card (Mycard) for scanning using the IC scanner equipment located at the main guard house. Their IC will be held by the security guard in exchange for a service access card which can operate the service lift only from the loading bay entrance and not the other 2 passenger lifts. At all times whilst inside the building, visitors carrying service access cards are not allowed to use any of the passenger lifts. Their IC will be returned to them in exchange for the service access card at the main guard house before exiting the premises.
- b) All service tradesmen such as newspaper agents, food deliverymen, gas deliverymen, laundrymen etc. including the postmen are not allowed to enter the secured lift lobbies except when they are delivering bulky or heavy items through the use of the service lift from the loading bay entrance under the supervision of the management.
- c) Where the visitor is an invited guest, the resident should try to inform the guardhouse in advance providing the names of their guests, expected time of arrival and vehicle number if possible to facilitate their smooth entry into the premises. Guests of owners/residents who have paid their security deposits will be issued their access card and/or visitor parking plate immediately upon arrival at the guardhouse. The issued guest access card for such visitors will be programmed to operate all access doors and lifts except the fire escape doors with security control.

- d) Invited guests of residents who have not paid or topped up their security deposits when required to do so will have to produce their IC (Mycard) for scanning at the main guard house in exchange for receiving their guest access card for entry into secured areas. The security guard will not retain their IC (Mycard) card. Residents must remind their guests to return the guest access card at the guard house before leaving the premises. Should any guest fail to return the guest access card, the resident will be held responsible for recovering the card within the next 24 hours or pay the cost of card replacement. The cost deducted may be credited back to the deposit account if the missing card is returned at a later date undamaged and in good working condition.
- e) It is quite possible that some invited or unexpected guest may be unwilling to produce their IC (Mycard) for scanning. If such visitors are cleared for entry by a resident, they will have to use the IP broadband videophone in the main lobby to intercom their host who will have to come down to personally escort them into the apartment.
- f) If a visitor shows up unexpectedly, the guard will call the resident for security clearance and they will be subject to one of the above procedures depending on whether their host has paid the 'convenient access security deposit' or not.
- g) If visitor parking spaces are available, the guard may issue a visitor parking plate (or any other control method) for the visitor to display on their dashboard when parking at the visitors' car park. Residents must remind their guests to return the visitor parking plate to the guard house before leaving the premises. Should any guests fail to return the visitor parking plate, the resident will be held responsible for recovering the visitor parking plate within the next 24 hours or pay for the cost of replacement of the plate.
- h) Visitors who have left the premises must remove their vehicles from the visitor's car park. Resident's may be asked to remove their visitor's vehicle from the parking lot if it is found that their guests are no longer staying with them but have intentionally left their car parked at the visitor's parking lot. The management may resort to clamping the wheels of such vehicles (or any other deterrent methods) and a fine may be imposed for the removal of the clamps unless prior approval has been obtained from the management for parking the vehicle under such circumstances. Such a policy if implemented will be subject to the recommendations of the Condominium Manager after approval by the Interim Purchasers' Committee.

- i) Residents are obliged to inform all visitors whether invited or unexpected guests, tenants or servicemen to comply with all the House Rules and Regulations. Residents will also be 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 any of this category of invitees.
- j) The Condominium Manager may opt to install control devices such as the use of padlock and key on collapsible pole barriers or other equally effective means to prevent the visitors' car parks from being unreasonably hogged by owners or residents during normal visiting hours. If such a method is implemented, visitors may request for the key at the main guardhouse to unlock the barriers at the visitors' car park bay subject to their agreement to return the key back to the guard on their way out. Visitors may be required to deposit some form of security in exchange for possession of the key to the padlock.

#### Rule No. 3 – Upkeep Maintenance and Repair of Apartment

Please respect the covenants in clause 3.3 of the Deed of Mutual Covenants particularly when carrying out construction/repair works within their own apartment. In particular, residents must grant access to the developer's or management's representative into the apartments for inspection if any works being carried out is deemed to have caused problems affecting the property or rights of adjoining neighbors.

#### Rule No. 4 – Common Areas

All common areas including air space shall not be intruded at any time or used for any purpose other than their designated use. This includes the air conditioner yard next to the wet kitchen/dry yard which is fitted with an aluminum sunscreen.

For safety reasons, there shall be no hacking of the concrete safety beam on top of the half wall in this area to gain direct access into the air conditioner yard area which is designated as common area in the strata title and floor plan. Please be aware that the aluminum sun shading screen provided at the air conditioner yard is designed as an aesthetic feature of the building and must not be regarded as a safety barrier that can protect persons or objects from falling out of the yard area.

All lift lobby areas are to be kept free of surface water which may accidentally flow down into the lift pit. Any water seeping into the lift pit may cause the breakdown of lift operations. No water is allowed to overflow out of the apartment onto the lift lobby floor area as a precaution against damage to the lift operations which will result in expensive repairs or rectification works. Residents should only use the wet mopping method for cleaning inside the apartment or any other form of controlled wet cleaning subject to the guidance or approval of the management. Residents who ignore this rule by washing their floor with running water will be liable for the cost of repair works to the lifts if water from the apartment flows into the lift pit.

#### Rule No. 5a – Payment of Service Charges and other Outgoings

Clause 3.5 in the Deed of Mutual Covenants specifically outlines the types of charges and outgoings that all purchasers/proprietors are responsible and liable to pay to the management account. Clause 6 outlines the administrative policies to be implemented by the developer and/or Condominium Manager with regards to collections and remedies in the event of default by purchasers in making these payments. If the apartment has been rented out and the tenancy agreement stipulates that the tenant is liable for these charges but subsequently the tenant fails to pay on time, the purchaser/proprietor is still liable for all outstanding overdue and any interest charges or penalties imposed.

#### Rule No. 5b – Payment of Security Deposits

Security deposits will be collected from all purchasers/proprietors at the time of handover of vacant possession and keys to the apartment. There are two categories of deposits; refundable as well as non-refundable. The deposits are generally meant to cover the cost of protection and precaution against loss or damage to common property caused by the owner or tenant of the apartment units at all times. The first non-refundable deposit is RM2,000.00 (\*) ringgit and is meant to secure against loss or damage to common property at all times. This deposit must be topped up immediately whenever any deductions are made for incidents involving damage, loss or negligence. The second non-refundable deposit is RM250.00 (\*) ringgit to cover the cost of floor and lift protection at the time of any major house moving and/or renovation works.

A refundable deposit of RM3,000.00 (\*) ringgit is imposed as precaution against damage to common property during any major renovation works carried out by appointed contractors. Upon the completion of such renovation works, this deposit will be refunded less whatever deductions that may be justifiably imposed for proven damage or negligence. (\* -or any other amount to be decided by the MC in the future).

The management may impose other forms of temporary refundable security deposits for specific usage of certain facilities or events such as request for poolside or barbecue parties etc.

#### Rule No. 6 – Sinking Fund

All proprietors/purchasers are bound by the covenants as per sub-clause 19(2) of the Sale and Purchase agreement and clause 5 in the Deed of Mutual Covenants. The developer and/or Condominium Manager will prepare an annual budget to forecast the capital expenditures chargeable under the sinking fund for the review of the Interim Purchasers' Committee.

#### Rule No. 7 – Owners Rights to Facilities and Services Subject to Payment of Services Charges and Other Outgoings and, Compliance with the Deed of Mutual Covenants

All resident proprietors/purchasers or their assigned tenants are entitled to enjoy the use of all facilities and to receive the full range of services from the management subject to their observation and compliance with the covenants in the Deed of Mutual Covenants particularly with respect to the payment of services charges and other outgoings necessary for the smooth operations of the condominium.

The developer through the Condominium Manager in consultation with the Interim Purchasers' Committee may deny the use of such facilities and services to proprietors/purchasers or their assigned residents or tenants in the event of serious default or breach in any of the covenants stipulated in the Deed of Mutual Covenants.

Non resident proprietors/purchasers are not entitled to the use of the facilities except when in the capacity of an invited guest by their assigned tenants. The list of facilities and services (which are not exhaustive) that the management may decide to deny to residents and tenants when such defaults or breaches occur can be any one or more of the following:

- a. Use of smart tag distance access card reader (hereinafter known as **ID car tag**) for automatic vehicle entry and exit
- b. Use of security smart card (hereinafter known as **smart access card**) by residents or their guests for access into lift lobbies and lifts
- c. Use of IP broadband videophone for internal communications
- d. Use of gymnasium and other recreational facilities which require the use of the security access smart card
- e. Use of Internet services at the WIFI hotspot

- f. Assistance from any of the Condominium Manager's staff or contractors
- g. Use of visitor car parks for invited guests
- h. Any other facility or service as the management may deem fit to include under this situation

In addition, the Condominium Manager may decide to post the names of all defaulters of service charge payments and other charges on the community bulletin or notice board subject to consent of the Interim Purchasers' Committee.

#### Rule No. 8a – Policies Governing Renovation and/or Alteration Works to the Apartment

Renovation works are defined as any activities within the apartment which involves:

- demolition of walls, hacking of floors or walls, alteration to any electrical, plumbing, sanitary fittings, air-conditioning systems and installation of plaster ceilings
- any form of brick laying, concreting or plastering works
- installation of kitchens, wardrobes and other decorative major woodworks within the apartment
- erection of new walls and installation of new tiling on floors or walls
- any work which causes excessive noise, generates construction debris and requires the transport of raw building materials or the removal of construction debris via the lift
- any works that can potentially cause damage to common property such as the lift, door, walls and floor surfaces in common areas
- any works that require the shooting of concrete nails into walls or slabs to support new installation of any kind

Pursuant to clause 3.6 in the Deed of Mutual Covenants, proprietors/purchasers or residents who intend to carry out any alteration or renovation works to their apartment unit must inform the developer and/or the Condominium Manager and fill in a **Renovation Works Application Form (RWA-1)** that requires the following information where applicable:

1. Architectural plan showing the proposed alterations/renovations versus existing as-built approved building plan
2. Electrical and/or LV plan showing the proposed alterations to existing as-built approved circuits
3. Plumbing plan showing the proposed alterations to existing as-built approved systems
4. Air-conditioning plans showing the proposed alterations to existing as-built approved systems

5. Water proofing systems to be applied where the alterations/renovations affect the existing water proofing system already installed in the apartment
6. ***Exact positions where ramsetting of concrete nails may be required***
7. Name and contact information of consultants or designers involved with the proposed works
8. Name and contact information of contractors and/or suppliers involved with the proposed works or installations
9. Date of intended commencement of such works and the exact time frame promised by the contractors for the completion of such works

Upon receiving the application Form RWA-1, the developer or Condominium Manager will check the information on the proposed works request to ensure that no serious problems will arise out of the works and shall grant consent through a **Renovation Works Approval Form (RWAP-2)**.

The **RWAP-2** form should state the following conditions to be agreed by all parties involved in the alteration/renovation works:

1. Adhere strictly with the Deed of Mutual Covenants under clause 3.6.2(a) covering the issue on renovation deposit, clause 3.6.3 covering renovation limits, clause 3.6.4 covering excessive noise and conduct of contractors, clause 3.6.5 covering security checks, clause 3.6.6 covering security passes, clause 3.6.7 covering packing and crating materials and clause 3.6.8 covering working hours.
2. A non-refundable deposit of RM250.00 mentioned in Clause 5b above (pursuant to clause 3.6.2 in the Deed of Mutual Covenant) for the canvas protection of the service goods lift and laying of plywood sheets on the floor of the lift lobby leading from the goods lift to the main entrance to the apartment undergoing the renovation works.
3. A refundable renovation cum moving in deposit of RM3,000.00 mentioned in Clause 5b above (pursuant to clause 3.6.2 in the Deed of Mutual Covenant) made payable to the developer or Service Charge account (prior to formation of MC) or to the MC (after the formation of the MC) as a guarantee that all existing house rules and regulations will be respected by the parties engaged in the alteration/renovation works and moving in and that any damage caused to common property, building services, furniture, decorations, plant and equipment will be repaired or replaced to its original condition within 1 week of such damage being notified to the applicant. The management will carry out

such repair or replacement works and debit the cost against this deposit. If the deposit is insufficient to cover the cost of such rectification or replacement works, the applicant may be further liable to a claim by the management for any unpaid costs incurred.

4. Submit a list of names of all companies and persons who will need to apply for service access cards from the main guard house to enter the premises and use the service lift in order to carry out the works.
5. Comply with the approved working days and hours allowed for such works (to be decided by the Condominium Manager depending on the nature and level of noise and/or rubbish generated to be expected from such works)
6. Submit or discuss a work method statement or proposal which will indicate amongst various things, how bulky or dusty materials will be brought into the lift and building premises and how rubbish and construction debris will be removed from the apartment and protected against incidental damage to all common areas and the service lift which is designated strictly for such activities
7. Submit a work safety proposal if such works involve risks of injury or death to persons employed for the job for example, jobs involving people working outside the secured or protected areas around the building including the purchase of insurance where required
8. Contractors may be required to wear security identification tags issued from the guardhouse at all times when they are in the premises. Such tags if issued must be returned back to the guardhouse when they leave the premises.

In the event the proposed alteration/renovation works are found to be in breach of any existing Government regulations, by-laws or safety standards (or determined by the Condominium Manager not to be in the interests of the majority of the common owners) the applicant will be obliged to amend to the proposed alteration/renovation works and work procedures to mitigate such objections before Form AR-2 approval can be granted by the developer or Condominium Manager.

If the applicant refuses to cooperate with the developer or Condominium Manager and proceeds with the unauthorized works, the developer and/or the Condominium Manager will issue a **Stop Work Order Form (SWO-3)** which authorizes the security guards at the main guardhouse to stop all the contractor's workers involved with the disputed works to enter the premises until the matter is resolved amicably between the applicant and the Condominium Manager.

The applicant may request for a Purchasers' Committee meeting to arbitrate the dispute and to discuss the reasons behind the decisions made by the developer or Condominium Manager. The purpose of such a meeting would be to arrive at a final decision that is in the interest of the overall condominium community.

#### Rule No. 8b – No Ramsetting Allowed on Walls or Slabs

During the renovation or fitting out works, proprietors/purchasers must ensure that their contractors are aware and agree not to use mechanical ramsetting guns to shoot concrete nails into walls or concrete slabs unless the positions have been checked by the management as safe from causing accidental damage. This is to prevent the nails from accidentally puncturing any conduit, pipe, cable or any other services that may be embedded inside the walls or slabs.

If damage to any of the embedded services occur as a result of disregard for this rule, the proprietors/purchasers will be liable to pay for the cost of the repair or rectification works involved. Part 3 of this manual contains technical as-built drawings which show where all embedded services might be encountered. If in doubt, contractors are expected to consult the Building Supervisor on how best to avoid such problems during renovation or fitting out works.

#### Rule No. 8c – No mixing of cement mortar on floor

Any wet cement works that require the mixing of cement and sand must only be done in a fibre glass mixing tray to be provided by the Building Supervisor on a hire basis whenever such a condition is deemed necessary. For minor concreting or plastering works, only bagged pre-mixed mortar is allowed to be used as no loose cement or sand should be brought into the apartment unless the contractor agrees to the special precautions imposed by the management. Upon completion, no wet mortar waste must ever be flushed down any water closet or floor trap gully inside the apartment.

#### Rule No. 9 – Unauthorized Renovations and Alterations to the Building

All proprietors/purchasers and their assigned tenants are not allowed to carry out any unauthorized renovations or alterations to any part of the building, particularly the common and external facade areas that may have the following effect or consequences:

- a. Specifically not permitted under the Deed of Mutual Covenants
- b. Detrimental to the market value of the overall property
- c. Compromises any of the original safety standards of the building

- d. Compromises the original harmony and aesthetic value of the overall building especially due to unsightly metal grills, awnings, change of aluminum frames or tinted color of glass to windows and sliding panels, additional lighting fixtures to balcony areas or random fixture of air-conditioner units or other equipment, particularly on the external façade
- e. Compromises the aesthetic value of the building in terms of designed common lighting such as unauthorized external lighting fixtures around the balcony areas
- f. Alteration of the external aluminum sliding panel system provided for the lanai
- g. Hacking the safety reinforced concrete beam at the half wall separating the air-con ledge from the wet kitchen
- h. Causes disapproval, discomfort, distress or inconvenience to neighbors or other proprietors/purchasers or infringes on any Government regulation or by-laws of any authority

When such unauthorized renovation or alteration works are detected, the developer through the Condominium Manager will serve a written notice to the proprietor/resident to request that it be removed or demolished by the proprietor/resident within 7 days of receipt of the notice. Failure to comply with this request may result in direct actions taken by the management to rectify the situation and any cost incurred will be claimed against the offender concerned. In addition, the developer through the Condominium Manager may resort to further deterrent actions as provided for in Rule No. 7 by virtue of this situation being classified as a breach in the Deed of Mutual Covenants.

#### Rule No. 10 – Restrictions on External Painting

Residents are not allowed to paint any part of the building around their apartment that is a visible component of the external façade including the balcony handrails, dry yard aluminum sun screens and external walls around the balconies. These areas are painted with high quality specification paint systems. Any touch ups or repainting can only be done by the management who will know exactly what type of paint and method of application must be used in order to maintain the original façade and standard of protection of the building. Residents can request the Condominium Manager to arrange for the repainting. If the damage is caused by the resident and not due to common wear and tear, a nominal charge may be imposed on the resident/proprietor.

## Rule No. 11 – Alteration to Water Pressure and Plumbing System

The water pressure designed for the building plumbing system is within a range from a minimum pressure of 2.5 bars to a maximum pressure of 4.5 bars for levels 5 to 33 depending on which floor the apartment is located due to gravitational effects. Apartments at the poolside and at levels 34 and 35 are pressurized to at least 3 bars by pressure booster pumps located at the poolside pump room and tower roof level.

This range of water pressure is above the normal pressure found in most houses and is more than adequate for the normal functioning of all the sanitary, bathroom and tap fittings provided by the developer as per specifications in the Sale and Purchase agreement. The water pressure can cater for at least 1 number of steam cubicle with massager jets or 1 number of shower column and/or rainwater shower head which normally operates between the range of 1.5 bars to 5 bars of pressure. Most manufacturers have recommended a minimum of 1.5 bars for acceptable performance of such fittings.

However for those owners or tenants who decide to install additional sanitary, bathroom and tap fittings which require even more water volume and pressure, it may be necessary to upgrade the internal plumbing and piping system to cater for such extra fittings by installing their own internal water pressure booster pump with a header fitting. Consent must always be sought from the management and/or Condominium Manager for such plumbing system alteration works. This must be carried out strictly under the technical guidelines to be issued by the consultant engineers involved with the original design of the plumbing system so that the upgrading works can be carried out safely without causing pressure, leakage or flow problems to any part of the plumbing system.

## Rule No. 12 – Blockage of Pipes

Residents must at all times be aware of the need to avoid causing blockages to any of the sewage, drainage or down water pipes in the building. The floor trap at the lanai area is designed with a dirt screen which allows the removal of trapped debris. This screen must not be removed or tampered with as the potential for blockages is high in this area due to fallen leaves and dirt debris from potted plants.

One of the most common causes of pipe blockages is the regular flushing/sweeping of dirt into floor trap gullies and balcony drainage outlet points especially during the initial renovation and fitting out period. This can be avoided strictly complying with our renovation control guidelines. At normal times, use the vacuum cleaning method for removal of floor dirt or dust instead of broom sweeping.

Another serious cause is dust from grinding/polishing of timber or marble floor in later years when such maintenance is required. If and when such works are to be carried out, the Condominium Manager will advise on the appropriate methods and precautions to protect the floor traps and drainage outlets from being chocked with grinding waste from such floor maintenance works.

#### Rule No. 13 – Insurance

Please comply with all responsibilities and covenants in clause 11B of the Deed of Mutual Covenants.

#### Rule No. 14 - Resident Car/Vehicle Parking

The use of designated car parks or other vehicle parking lots shall comply strictly with the covenants in clause 3.7 of the Deed of Mutual Covenants. All residents shall park strictly at the designated car park lots assigned to the proprietor/purchaser of the unit occupied by the resident.

Each assigned car park lot is entitled to a smart ID car tag that will automatically operate the auto gate at the main entrance without the need for access clearance by the security guard stationed 24 hours at the main gate. Lost ID car tags which are reported will be immediately deactivated from the security and computer system. Lost car tags can be replaced by the Condominium Manager after filling in the **Replacement ID Car Tag Form (IDCT-4)** and paying the cost for a card replacement (the amount to be decided by the management depending on actual cost of supply at the time). The ID car tags normally operate from a distance of about 4 meters behind a normal car windscreen. If heavy UV tinting is applied for the windscreen, it will affect the operating distance which can be reduced substantially.

Commercial vehicles of a certain size and height that are likely to cause accidental damage to the building are not permitted to enter the multi storey car park nor permitted to be parked at the designated parking lots. All parking areas are not to be used for recreation, storage or repair works by any resident, servant, visitor or contractor. In the event the vehicle owner is away from the premises over any extended period, the owner may request the management to deactivate the registered ID car tag from the security control system at the main gate. Car owners are advised to always remove the ID car tags from the vehicle to reduce the risk of vehicles being driven out of the premises without the attention of the security guard. Vehicles owned by residents which does not have any assigned car parking lot and corresponding ID car tag will have to be subject to the same level of security scrutiny as any regular visitor wishing to enter the premises for parking at the visitors' car parks.

As there are only a limited number of visitors' car parks, priority will always be given to visitors during normal visiting hours between 8 am to 10 pm daily. Residents who park at visitors' car parks frequently until complaints have been received from other residents will be notified in writing and personally advised not to do so by the security officers in charge. Security guards may be instructed to keep track of the dates and times when such offending resident's vehicle park for long periods at the visitors' car parks during the normal visiting hours of between 8 am and 10 pm.

To prevent disputes over what constitutes 'unreasonable behavior' by residents with regards to the parking of vehicles for long periods at the visitor's car park, the management may set a limit of 2 hours in total aggregate per day (or any other number of hours in consultation with the Interim Purchasers' Committee) beyond which action will be taken in response to complaints received. Upon the receipt of a written notice by the Condominium Manager that there has been a breach of this rule, the resident is expected to comply within 24 hours. Failure to do so will result in a second and final notice to be sent to the resident warning of deterrent action that will be imposed by the management with respect to this breach.

Residents are not permitted to stick their own car number plate stickers on the wall facing their allocated car parking bay. Arrangements can be made through the Concierge or Building Supervisor to erect standardized vehicle identification plates which will be uniform in design, material and size for a nominal fee.

Serious breaches in any of the above rules may result in the Condominium Manager taking action on any one or all of the following deterrents:

1. Deactivation of the offender's ID car tags
2. Deactivation of the offender's smart access cards for security door and lift access
3. Clamping of vehicle wheels

#### Rule No. 15 – Motor Cycles and Bicycles

All motor cycles and bicycles must be parked at the proper designated locations on the lower level and not at any car park lots. Bicycles can be chained to the bicycle rack provided at the lower level.

## Rule No. 16 – Common Property

The use of all common property shall be subject to the covenants in clause 3.8 of the Deed. Residents will be issued with a certain number of security access smart cards per household after the Certificate of Fitness for Occupation has been obtained. The smart access cards will be programmed to identify the card holder as well as the floors to which the lifts will operate for security and privacy reasons depending on policies to be implemented after consultation with the Interim Purchasers' Committee.

Reported lost smart access cards will be cancelled immediately in the computer system. Lost access cards can be replaced by the Condominium Manager after filling in the **Replacement or Additional Smart Access Card Form (SAC-5)** and paying the cost for a card replacement (the amount to be decided by the management depending on actual cost of supply at the time).

## Rule No. 17 – Restricted Roller Blading/Skating

Roller blading and roller skating are not permitted inside any part of the building and outside where floor tiles, stone or other surfaces can be damaged by such activities.

## Rule No. 18 – House Pets and Livestock

Residents are not allowed to keep any large animals or pets within the premises that may give rise to complaints from neighbors or other residents within the condominium community. To reduce potential disputes over what kind of pets can be classified as a nuisance to other residents, the following guideline will be used to determine the unacceptability of a reared pet within the premises;

- Pets which are likely to run uncontrollably all over the place
- Pets which are capable of damaging, soiling, defecating on, or defiling any private property or common property
- Pets which can cause unsanitary, dangerous, or offensive conditions
- Pets which can cause noticeable odors
- Pets which can spread dangerous and unwanted disease
- Pets which can make or cause noises at sufficient volume to disturb any resident
- Pets which can bite and harm people
- Pets which can chase after vehicles and people
- Pets which can breed and multiply if they were to escape and crawl into inaccessible spaces or pipes within the building

- Pets which are prohibited by the licensing authorities concerned with regards to suitability for cohabitation with humans in a condominium community

In the event the above guidelines are challenged by any offending pet owner, the developer or Condominium Manager may bring the dispute to the Interim Purchasers' Committee for a resolution on the course of action to be taken.

#### Rule No. 19 – Potted Plants

Residents shall ensure that all potted plants or any other form of grown vegetation comply with clause 3.10 in the Deed of Mutual Covenants. Plants have to be reasonable in size and no taller than then floor to ceiling height clearance. Plants placed along the balconies shall not protrude its leaves or flowers beyond the balcony hand railing. Roots of plants shall not be allowed to creep into crevices or pipes embedded in the concrete structure.

#### Rule No. 20 – Nuisance

Residents shall respect all covenants on the prevention of nuisance in clause 3.11 of the Deed.

#### Rule No. 21 – Function of Maintenance Staff and Concierge Services

Pursuant to clause 3.12 in the Deed of Mutual Covenants, the duties and responsibilities of all staff shall be determined by the developer and/or Condominium Manager. Such duties and responsibilities are likely to be varied from time to time in response to the actual needs of residents. The two key full time staff personnel who will be responsible for the daily smooth running of all the services will be the Building Supervisor and Concierge. Information about the detailed function and work responsibilities of the Building Supervisor and Concierge may be obtained from the management office.

The Building Supervisor is mainly responsible for the maintenance of the building and fixtures, all plant and equipment as well as cleanliness of the premises. The Concierge is mainly responsible for the management of all the communal facilities including security services as well as to respond to service requests and complaints of residents. The Concierge is expected to be a very pro-active person who shall liaise with all other personnel involved with the day to day administration, maintenance and operations of the condominium. Both the Building Supervisor and the Concierge will report to the Condominium Manager whose responsibility is to plan and manage the performance of these 2 key personnel.

Residents should not equate the concierge service to that of a private helper or servant to attend to personal chores or service requests unrelated to any of the listed facilities or services in the condominium. Tipping or any other forms of monetary rewards for the concierge or any of the other service staff is generally discouraged unless it is done in a transparent manner. This is to avoid misunderstandings due to prejudices or practice of favoritism.

The Condominium Manager shall develop and recommend a transparent system of ex-gratia rewards for service staff based on voluntary contributions from residents on an annual basis. Staff shall be motivated to give excellent performance through official recognition of their efforts following practices common used in the hospitality industry subject to the approval of the Interim Purchasers' Committee.

#### Rule No. 22 – Cleanliness of Parcel

Please perform your responsibilities and respect the covenants as per clause 3.13 in the Deed of Mutual Covenants.

#### Rule No. 23 – Balcony and the External Façade of the Parcel

Please respect the covenants as per clause 3.14 in the Deed of Mutual Covenants.

#### Rule No. 24 – Controlled Use and Washing of Balconies and Lanai Areas

Residents must ensure that if balcony and lanai area are being washed, no water shall spill over the side of the balcony onto the apartment directly below them. Where potted plants or outdoor furniture are to be placed, residents must ensure that they do not pose a safety threat to anyone else within or outside the building due to the strong winds that are common in the area.

There should be no hanging of laundry at balcony railings or at any part of the building that is visible from outside the building. A proper wet kitchen cum dry yard has been provided for every unit with a fully covered aluminum louver screen to hide any hanging of clothes, linen or rugs etc. In addition, a common launderette equipped with a commercial sized washing machine and dryer to cater for large material pieces such as bed sheets, curtains etc. has been provided at the pool deck level. These machines may be used by arrangement through the Concierge and a nominal charge may be imposed.

#### Rule No. 25 – Prohibition of Acts Affecting Insurance Policy

Please respect the covenants as per clause 3.15 in the Deed of Mutual Covenants.

#### Rule No. 26 – Interference with Construction Works

Please respect the covenants as per clause 3.16 in the Deed of Mutual Covenants.

#### Rule No. 27 – Combustible Materials

Please respect the covenants as per clause 3.17 in the Deed of Mutual Covenants.

#### Rule No. 28 – Electrical Installations

Please respect the covenants as per clause 3.18 in the Deed of Mutual Covenants.

#### Rule No. 29 – Bulk Delivery and Moving of House

If bulky items are to be moved into or out of the apartment such as when a resident or tenant is preparing to move into or out of the apartment, the management must be notified so that the security guards can regulate and assist with such activities. Once notified, such activities will be permitted only during daylight hours. All night time movement of bulky items will be prohibited by the guards for security reasons.

Small trucks or lorries that can use the loading bay directly are permitted to enter through the main entrance. Large trucks and lorries are not permitted to enter the premises if they are liable to cause damage to common property because of their size and weight. Long vehicles such as container trucks are not permitted to enter from the front main entrance. They may use the back entrance from Jalan Kelawei and park along the service road before the entrance to the car park. Unloading of boxes and crates from the container to the loading bay must be done by fork lift to be arranged by the management subject to payment of rental charges.

#### Rule No. 30 – Rules for Use of Amenities and Recreational Facilities

Residents and their guests must respect and comply with all rules and regulations when using any of the amenities or facilities provided in the condominium. Proper care must be exercised at all times not to spoil or cause damage to any of the equipment, furniture and fittings provided in these places.

The cost of repairs or replacement to any of these items may be charged to proprietors/purchasers or residents if damage other than wear and tear occurs or items are discovered missing following their usage. The management will post general instructions and rules at each of the facility or amenity. These instructions and rules may be modified if necessary for improvement to management and maintenance upon the recommendations of the Condominium Manager in consultation with the Interim Purchasers' Committee. A number of the more critical facilities and amenities are listed below.

#### Rule No. 30a – Use of Swimming Pool (Level 4)

Residents must observe the rules and regulations concerning the use of the swimming pool that is posted at the pool area. The swimming pool can only be used between the specified hours shown on the pool signage board in respect of privacy to residents in the pool villa units. Pool users must be aware of the dangers of diving and climbing over the edge of the pool at the end of the 'infinity' side of the swimming pool. All pool users have a responsibility to warn and stop others in the pool from behaving recklessly and putting their own lives at risk.

Residents are not allowed to bring casual guests in to swim in the pool or make use of any other facilities at the pool deck level except for those guests that are actually staying in the apartments as live-in guests. The Deed of Mutual Covenants prohibits residents from arranging for private swimming lessons for their children together with other students unless such students are genuine friends or invited guests of the resident.

#### Rule No. 30b – Poolside Parties (Level 4)

The poolside deck has been designed to cater for occasional poolside/barbecue parties. Residents intending to hold such events should observe the following rules and procedure;

1. Inform the Concierge at least 1 week in advance
2. Submit the names of guests in the invitation list with their car registration numbers if they wish to use the visitors' car parks
3. The management may impose a limit on the number of guests allowed for poolside parties
4. Pay a security deposit that covers for any damages to common property and clean up after the event
5. Sign the undertaking form to abide by all the House Rules regulating such events as imposed by the management
6. Submit the name of the caterer and/or entertainers for the Concierge to make security arrangements for the issuance of their

security access cards to enter the premises and to use the service lift on the time of the event

7. All food, party furniture and decorations brought in by caterers must strictly be transported up to the pool deck using the service lift from the loading bay entrance
8. The Concierge will determine the positions of the caterer's party set up around the pool
9. The use of the swimming pool by guests during a pool party need prior approval from the management who will impose a limit on the number of guests in accordance to policies endorsed by the Interim Purchasers' Committee
10. Be responsible for the proper conduct of their guests and vendors at all times within the premises especially when alcohol is consumed

#### Rule No. 30c – Use of Glass Folly (Level 4)

There are 2 glass follies located at opposite ends of the pool deck area and each folly is meant for a different usage as per instructions posted inside the folly. The use of these air-conditioned glass follies shall be managed through a booking registration system controlled by the Concierge. Depending on the nature of usage, a security deposit may be imposed and an hourly charge for usage may be collected in accordance to the policy imposed by the Condominium Manager in consultation with the management and/or Interim Purchasers' Committee. Users are responsible to turn off the music, lock and return the folly door key back to the Concierge after each usage. The deposit will be used to offset the cost of cleaning, repairs or replacement to any damaged furniture, decorations or fittings inside the folly if proven to be caused by the user.

#### Rule No. 30d – Use of Poolside Timber Deck (Level 4)

This area is an elevated timber platform leading to glass folly 1. The timber deck is design for sitting around the platform. Children are not allowed to run around or climb any part of this area.

#### Rule No. 30e – Use of Laundry Room (Level 4)

The laundry room is equipped with a set of commercial sized washing machine and dryer that can take up to 10 kg of washing and drying. The use of these machines is to allow residents to launder their large pieces of laundry such as bedsheets, blankets, comforters etc. so that there is no reason to hang such large pieces of laundry to dry on the balcony railings or any part of the building that is visible to the public.

The Concierge can also arrange for laundry services operated from the Laundry Room by third party service providers. The rules governing the charges and usage of this facility shall be determined by the Condominium Manager in consultation with the management and/or Interim Purchasers' Committee.

#### Rule No. 30f – Use of Children's Playground (Level 4)

This area is equipped with children's play equipment. Running in this area is dangerous and children must be supervised at all times. No consumption of drinks or food is permitted in this area.

#### Rule No. 30g – Use of Barbecue and Sun Deck Area (Level 4)

The barbecue area is provided with barbecue equipment which can be booked for use through the Concierge. A non-refundable deposit will be collected to cover the cost of damage and cleaning up after each usage. Residents must ensure that this area is kept clean and tidy after usage by disposing all rubbish into the bins provided. The barbecue area is meant to be used in conjunction with the Sun Deck area for consumption of food prepared from the barbecue area. Food and drinks during a barbecue party cannot be consumed at the Seaview Deck nor anywhere else within the pool deck of level 4.

#### Rule No. 30h – Use of Seaview Deck Area (Level 4)

This is a WIFI zone furnished with outdoor tables and chairs for relaxation and socializing activities amongst the community. No food can be consumed at this area for hygienic reasons as any food particles dropped into the timber deck crevices will be hard to dislodge. Drinks are permitted in this area and smokers must use the ash tray on top of the rubbish bins provided in this area.

#### Rule No. 30i – Use of WIFI at the Conference Room/Seaview Deck Area

Residents can use the free WIFI services at these areas by requesting for a WIFI access number from the Concierge.

#### Rule No. 30j – Use of Gymnasium (Level 3)

Residents must adhere to the instructions, rules and regulations of the gymnasium that is posted at the gymnasium. The gymnasium is a secured premise and only residents carrying the smart access card can enter the gymnasium during its operating hours. Proper attire must be observed at

all times especially with regards to gymnasium or sports shoes which must not stain or scratch the timber floors. Users must bring their own towels and wipe all sweat off any equipment used. No food is allowed to be consumed inside the gymnasium except for water or isotonic drinks. Young children under the age of 16 must be accompanied by adults at all times inside the gymnasium but should be generally discouraged because of the risk of possible injury to themselves due to potential accidents with heavy equipment.

Residents are not allowed to bring outside guests to use the equipment in the gymnasium except for those guests who are staying in the apartments as live-in guests.

Besides exercise and training equipment, the gymnasium is also fitted with a television and HiFi player for playing either music provided by the management or your own choice of music. Residents who intend to bring their own CDs may be permitted to use the HiFi equipment to play their own music disk but have to be responsible in case of damage to the HiFi equipment or when CDs provided by the management are discovered missing after your usage.

#### Rule No. 30k – Use of Multi-Function/Music Room (Level 3)

The multi-function/music room can be used for activities related to a musical nature such as karaoke or practice of musical instruments. It is a sound proofed room equipped with a number of band musical instruments and amplifying equipment for the use of residents through a booking system controlled by the Concierge. A charge may be imposed for the use of the cordless microphones, audio equipment and musical instruments in accordance to the policies that will be determined by the Condominium Manager in consultation with the management and/or Interim Purchasers' Committee.

Residents should ensure that the air-conditioning and lights are switched off after use to conserve energy. This is a non smoking and non eating area.

#### Rule No. 30l – Use of Games Room (Level 3)

The games room is equipped with a table tennis set without the ping pong bats. Residents must ensure that lights and fans are switched off after a game.

#### Rule No. 30m – Use of Spa and Sauna (Level 3)

Residents must adhere to the instructions, rules and regulations governing the use of the spa and sauna that are posted inside this facility. The hours when the spa and sauna are switched on will be decided by the management with regard to optimal usage and consciousness for conservation of energy. Residents may arrange with the Concierge to use this facility outside of normal hours subject to conditions that will be imposed by the Condominium Manager in consultation with the management and/or Interim Purchasers' Committee.

Young children must be accompanied by adults at all times inside the spa and sauna. Children below the age of 16 should generally be discouraged because of the risk of possible accidents as they may not be mature enough to understand the safety precautions necessary when using this facility. Residents are not allowed to bring outside guests to use the spa and sauna except for those guests that are staying in the apartments as live-in guests.

#### Rule No. 30n – Use of Squash Court (Level 2)

Residents must adhere to the rules and regulations governing the booking system controlled by the Concierge for the use of the squash court. Proper attire must be observed at all times especially with regards to the use of proper non marking court shoes which must not stain or scratch the timber floors.

Guests on their own are not allowed to use this facility except when they are a playing partner of a resident who has made a booking to use the court.

#### Rule No. 30o – Use of Conference Room (Level 2)

The conference room is designed as a corporate board room which is equipped with AV equipment and video-conferencing facilities. It is a secured premise and is accessible only to residents who must book to use this facility through the Concierge. This room is to be used mainly for management and/or community meetings and other social gatherings organized by the management or Interim Purchasers' Committee. The video conferencing facility may be booked on an hourly rental basis by residents for private business purposes involving other outside business associates.

The policies concerning the charges for private usage of this facility will be decided by the Condominium Manager in consultation with the management and/or Interim Purchasers' Committee. Food and drinks are not permitted to be brought into the conference room by residents except

when arranged through the Concierge who will be responsible to arrange for the cleaning up after each use of the room.

#### Rule No. 30p – Use of Lounge and Terrace (Level 2)

The lounge and outdoor terrace are an extension of the conference room and may be used altogether during one event. Food and drinks may be consumed at the terrace only though the arrangement of the Concierge normally as a pre-meeting activity.

#### Rule No. 30q – Use of Reading Lounge (Level 1)

The reading lounge is an air-conditioned meeting lounge behind the main lift lobby which is furnished with lounge furniture, wall decorations and racks for the display of books and magazines provided by the management or donated by residents. This place is designed for private meetings as well as for leisure reading. All reading materials provided in this facility cannot be borrowed or removed from the room. This is a non smoking, non drinking and non eating area.

#### Rule No. 30r – Use of Loading Bay (Level 1)

The service lift has 2 doors, one of which opens out into the loading bay which is a dedicated area for the loading and unloading of all bulky items into the service lift. Examples of bulky items include large household items such as tables, TVs, refrigerators, kitchen appliances, chairs, mattresses, furniture and heavy musical instruments etc. The service lift must be used for the delivery of cooking gas tanks, removal of daily rubbish by the cleaners, any large boxes or crates that may inflict damage to the other 2 passenger lifts, heavy tools and equipment used by contractors and servicemen, food and drinks brought in by caterers for any poolside party in level 4 and all construction or building materials to be used by contractors during the renovation or furnishing of any apartment.

This service lift must be used by all non residents such as cleaners, drivers, contractors, caterers, servicemen and other tradesmen. Residents must inform the security guards or Concierge in advance to arrange for any moving trucks or commercial delivery vans to enter the premises for the purpose of loading or unloading of materials specified above through the loading bay. Caterers using the service lift for poolside parties must always open the lift door that is facing the pool deck and not the lift lobby.

#### Rule No. 30s – Use of Mail Room (Level 1)

The letterboxes in the mail room are designed with dual slots to allow the mailman or other vendors to drop all letters, newspapers, magazines or small parcels directly into the letterboxes from the loading bay entrance. Residents can pick up their letters from inside the mailroom behind the Concierge desk.

If the items are too big to fit into the mailbox, they can be delivered directly into the lobby care of the Concierge or in his absence, any security guard who can acknowledge its receipt. Newspaper vendors are not permitted to enter the premises for direct door to door delivery. Residents who wish to make any other special delivery arrangements must do so strictly through the Concierge service provided no security issues are created or compromised.

Vendors are not permitted to drop commercial solicitations directly into the mailboxes. All commercial promotional materials must be handed to the Concierge who may display such materials in the display rack provided in this room. The community bulletin board is for residents to post messages and notices but any provocative or unsuitable material will be removed by the management.

#### Rule No. 30t – Use of Car Wash Bay (Level 1)

The car wash area is designed to accommodate 2 vehicles at any one time. It is equipped with 2 water tap points, 2 electric power points for the use of electric polishers and portable vacuum cleaners, rubbish bin and railings to hang floor mats out for drying. No wet car washing is allowed at any other part of the premises or car park building except in this car wash area which can be used anytime from 7 am to 10pm each day or at any other operation time to be determined by the Condominium Manager.

For a more orderly usage of this facility, residents are encouraged to use the in-house car wash services which may be provided through the Concierge service provided there can be sufficient demand for this service to be outsourced to a third party vendor.

#### Rule No. 30u – Use of Private Store Rooms at Car Park Podium (Levels 2 and 3)

The private storerooms under accessory parcel to some of the purchasers are to be used for storing personal items of belongings only and not materials and stocks for commercial purposes which require stock management and movement of such commercial items through delivery

trucks or vans. No combustible or dangerous items of materials can be stored under any circumstances.

#### Rule No. 30v – Use of Rubbish Collection Room and Disposal of Household Waste or Construction Debris.

There is a common rubbish collection room located at each level of both the high rise and pool villa apartments for the joint use by residents on the same floor. Two types of rubbish bins are provided in this room, one for dry waste and one for very wet organic waste. The water tap point in this room is strictly for the cleaner's use and not to be used by apartment owners. All rubbish must be wrapped in garbage disposal bags before throwing into the designated rubbish bins to avoid hygiene and odor problems.

A set of large recycling bins are provided in the loading bay area to allow for the separation and disposal of all recyclable materials such as plastic, aluminum, glass or paper. Residents are encouraged to separate recyclable materials from ordinary garbage to assist the management in the implementation of environment friendly garbage disposal practices. There is also a separate bin at the loading bay for the disposal of all toxic waste such as old computer or electronic parts, batteries and fluorescent tubes. Residents are encouraged to dispose of any potential toxic waste in this particular bin.

All rubbish and recyclable materials from these common rubbish collection rooms and loading bay area will be collected by the cleaners on a daily basis and deposited into large rubbish collection bins located at the Main Rubbish Collection centre located at the back of the ground floor car park facing Jalan Kelawei.

Residents are responsible to dispose all large items of rubbish such as large boxes, foam wrappings from large appliances, unwanted furniture and equipment, old mattresses by arranging their own trucks or vans to transport such bulky rubbish items out of the premises. The common rubbish collection room caters only for small household and kitchen rubbish.

Construction debris must be removed by contractors engaged by residents using an approved type of covered container for transportation in the service lift subject to the approval of the Building Supervisor. All debris must be removed daily for temporary tipping at a designated area near the loading bay area. Upon completion of all renovation works, all construction debris must be removed from this temporary holding area at the resident's own cost and arrangement.

Alternatively, contractors can request the Building Supervisor to provide the in-house designed trolley bin to carry construction debris inside the service lift on a rental basis. This service must be used by any contractor who does not have an approved type of bin for use inside the service lift. The use of construction wheel burrows is strictly prohibited inside the lift unless it has been modified to minimize damage to wall and floor surfaces.

#### Rule No. 31 – Signboards and Public Announcement

Please respect the covenants as per clause 3.20 in the Deed of Mutual Covenants.

#### Rule No. 32 – Letting, Tenancy

Purchasers who intend to rent out their apartment should observe the covenants as per clause 3.16 in the Deed of Mutual Covenants particularly with regards to the transfer of rights of entitlement for the use of common property to tenants.

Certain types of tenancies which may cause discomfort or nuisance to other residents will be prohibited. For example, a tenancy related to medical tourism visitors which result in numerous sick people and their caretakers residing on a daily basis at the premises. Another example of an undesirable tenancy would be one which accommodates many or multiple tenants within a single apartment resulting in much more than an average family occupying a unit.

#### Rule No. 33 – Notification and Tenancy Information

Please respect the covenants as per clause 3.22 in the Deed of Mutual Covenants. Proprietors/purchasers who rent out the apartment to tenants must keep the Condominium Manager informed at all times regarding the names of all persons intending to live in the rented apartment, company contact information (if applicable), vehicle registration numbers, duration and expiry date of tenancy and other necessary information that may be required from time to time for updating of the database in the security system.

#### Rule No. 34 – Resident Database

One of the many ways to assist the security workforce to do a good job is to create a resident database which captures the following information pertaining to each particular apartment:

1. Number of people usually occupying the apartment

2. Name of the person or persons whom all communications from management and security staff should be addressed to
3. Telephone or mobile number of the contact person in case they need to be contacted during emergency situations
4. Names of all other residents in the apartment if possible
5. Model and Registration number of vehicles that will be parked in the allotted private car parks or motorcycle bays

Such information will be treated with strict confidentiality and will be used only for the sole purpose of training the security guards to know and recognize who are the live-in residents as opposed to visitors or service personnel. This database should be kept updated at all times and the management may attempt to enquire from residents whenever such information is suspected to have changed over the course of time.

In the event a purchaser decides to sell his or her unit prior to the issuance of strata titles and formation of the management corporation, the new purchaser will be obliged to cooperate with the management corporation in supplying relevant information required to update the resident database.

#### Rule No. 35 – Private Caveat and Indemnity

Please respect the covenants as per clause 3.23 and 3.24 in the Deed of Mutual Covenants.

#### Rule No. 36 – Security System and ICT Infrastructure

Please respect the covenants as per clauses 15 and 16 in the Deed of Mutual Covenants. Proprietors/tenants shall not tamper with the security and ICT infrastructure systems installed with the project. This means that no alteration, modification or extra works can be carried out on these items outside the apartment in the common areas. It is advisable to consult the Building Supervisor on such matters before any works are carried out even if the alteration, modification or extra works are done only within the apartment as it may have an impact on the overall performance of the building systems.

## Rule No. 37 – Ownership of Community Artwork and Installations

The developer has installed 2 large pieces of artworks which was commissioned to international artist Peter HH Lim and created in his studio in Rome before delivering to 11 Gurney Drive for installation. The artworks comprise a 5 panel mixed media measuring 6 meter by 1.8 meter which is installed in the main lobby wall whilst a smaller piece of single panel mixed media measuring 1.8 meter by 1.8 meter is installed inside the ground floor secured lift lobby (see photo below).

These 2 pieces of community artwork is a gift by the developer to the condominium community which is conditional upon the agreement and covenant by all present and future unit owners to treat the said pieces of artwork as a permanent community asset that can never be disposed off for any amount of monetary gain in the future by any person, committee or the Management Corporation. This gift is also conditional upon the community through the management of the day taking up adequate insurance to protect the artworks from damage, vandalism and theft at all times. The developer reserves the right to remove these 2 art pieces from the premises or recover them from the community at any time if the community or Management Corporation breaches any of the above conditions.

Apart from these 2 identified community art objects, the developer or any other unit owner will be allowed to hang or install other pieces of smaller privately owned art work on a loan basis to the community in certain approved common areas decided by the management provided such art pieces are deemed to enhance the décor of the space. This art on loan arrangement will be confirmed in writing between the management and the art owner. The insurance coverage for the 2 large community art installations will include any such smaller art pieces on loan for display. The management is under no obligation to accept any art work from any owner and does not have to give any reason to reject any offers. The owner of any art work accepted for display on loan is free to remove them at any time upon written notice to the management.

## 2. **BOOKING OF FACILITIES**

There are a number of facilities which can be better managed and maintained by the Concierge through a registration or booking system for the convenience of residents as well as to avoid potential conflicts between residents if left unregulated. Some of the facilities may not be used frequently enough by the majority of residents most of the time and as such, a nominal charge based on actual operating cost may be imposed for practical reasons subject to the legality of such policies. The intention of such policies is to ensure that a higher level of quality of service and maintenance can be achieved through the concept of pay per use.

The following are recommendations for some of the facilities or services that may be managed under this system:

| <b>Facility</b>                 | <b>Charges</b> |
|---------------------------------|----------------|
| 1. Hot Spa in the changing room | Yes            |
| 2. Pool side parties            | Yes            |
| 3. Video-Conference Room        | Yes            |
| 4. F & B for events or meetings | Yes            |
| 5. Glass Folly                  | Yes            |
| 6. Multi-Function/Music Room    | Yes            |
| 7. Barbecue Equipment           | Yes            |
| 8. Laundry Room                 | Yes            |
| 9. WIFI hotspot                 | No             |
| 10. Squash court                | No             |
| 11. Any special request         | Optional       |

The actual amount of charges to be imposed will be decided by the Condominium Manager in consultation with the legal advisor, Interim Purchasers' Committee or Management Corporation as the case may be. The purpose of these charges is strictly non-profit orientated but to strive for a higher level of quality of service and maintenance. All facilities managed under this system must be booked or arranged through the Concierge.