

- Approved by Joint Management Committee on 17th December 2015.
- Approved by Extraordinary General Meeting on 15th January 2016.

1. Definitions & Interpretation

1.1 Definitions

In this Additional By-Laws, the following expressions shall have the following meanings unless the context requires otherwise:

- 1.1.1 **"Accessory Parcel"** means any parcel sold and is used/intended to be used in conjunction with a Parcel. Accessory Parcel also means the car park lot for the use of the Resident to park the Resident's motor vehicle.
- 1.1.2 **"Additional By-Laws" or "ABL"** means the additional by-laws as stated in this document.
- 1.1.3 **"Building"** means any building within the Property which any Parcel forms a part of.
- 1.1.4 **"By-Laws"** means the by-laws as prescribed in the Third Schedule of the Strata Management (Maintenance and Management) Regulations 2015.
- 1.1.5 **"Car Park Area"** includes any Accessory Parcel and Visitors Parking within the Property.
- 1.1.6 **"Car Park Tag"** means an access card assigned to each Accessory Parcel which allows the Resident and/or Tenant to access the Main Entrance.
- 1.1.7 **"Charges"** shall have the meaning as described in the Strata Management Act 2013.
- 1.1.8 **"Common Property"** means any area as which is not comprised in any Parcel, such as 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, playing fields and recreational areas, driveways, car parks and parking areas, open spaces, 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 the occupiers of the Building.
- 1.1.9 **"Contributions"** means Owner's contributions to the sinking fund.
- 1.1.10 **"Defaulter"** means Owner who has defaulted in the payment of the Charges and/or Contributions.
- 1.1.11 **"Developer"** means Seri Mutiara Development Sdn Bhd, a licensed developer under the Housing Development (Control and Licensing) Act 1966, and the developer of Mutiara Ville, Cyberjaya.
- 1.1.12 **"Facilities"** means the following:
 - (a) Swimming, Infinity and Wading Pools with Changing Rooms.
 - (b) Pool Deck and Outdoor Seating.
 - (c) Children's Playground.
 - (d) Alfresco Kitchen.
 - (e) BBQ Pit.
 - (f) Gymnasium.
 - (g) Tennis and Basketball Courts.
 - (h) Multipurpose Hall.
 - (i) Yoga/Dance Studio.
 - (j) Surau.
 - (k) Sky Garden.
- 1.1.13 **"Guest Tag"** means an access card issued to the Guest of a Parcel to facilitate the Guest's short term stay in the Parcel.
- 1.1.14 **"Guest" or "Serviceman"** means a person other than a Resident or Tenant who is on the premises at the invitation of a Resident or Tenant.
- 1.1.15 **"Joint Management Body" or "JMB"** means the joint management body as defined in the Strata Management Act 2013.
- 1.1.16 **"Joint Management Committee" or "JMC"** means the joint management committee as defined in the Strata Management Act 2013.
- 1.1.17 **"Main Entrance"** means the ingress to and egress from the Building comprised in the Property.

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- 1.1.18 **“Main Refuse Chamber”** means an area specifically designated for the collection of refuse which includes ordinary domestic refuse, heavy or bulky objects such as parking cases, packing material, cartons, discarded pieces of furniture and the like, however excludes renovation debris or redundant building materials.
- 1.1.19 **“Management Corporation”** or **“MC”** means the management corporation as defined in the Strata Management Act 2013.
- 1.1.20 **“Management Office”** means the office premises used by the Management situated at Management Office, Ground Floor, Block C, Mutiara Ville, Persiaran Sepang, Cyber 11, 63000 Cyberjaya, Selangor Darul Ehsan.
- 1.1.21 **“Management”** means any person or company or its nominee, which expression includes its servants, employees and appointed managing agents, employed or engaged by the JMB/MC to administer and manage the Common Property and day to day running of Mutiara Ville, Cyberjaya, in accordance to the Strata Management Act 2013 and Strata Management (Maintenance & Management) Regulations 2015.
- 1.1.22 **“Owner”** means the registered owner of a Parcel.
- 1.1.23 **“Parcel”** means the individual unit comprised in the subdivided or to be subdivided Building which is or will be held under separate strata title.
- 1.1.24 **“Property”** means the site and ten (10) blocks of serviced apartments/hostels, ie Towers A to I, three (3) car park blocks and Gem In Mall, collectively known as Mutiara Ville, Cyberjaya.
- 1.1.25 **“Relevant Authorities”** means any governmental, semi or quasi-governmental and/or statutory departments, agencies or bodies.
- 1.1.26 **“Resident Tag”** means an access card issued to the Resident to allow the Resident to access to the Resident’s own Parcel and the Facilities.
- 1.1.27 **“Resident”** means a person lawfully occupying the Parcel which includes the Owner and other occupants but excludes Tenant, Guest, or Serviceman.
- 1.1.28 **“Tenant Tag”** means an access card issued to the Tenant to allow the Tenant to access to the tenanted Parcel and the Facilities.
- 1.1.29 **“Tenant”** means any person, including sub-tenants, lawfully occupying a Parcel for a fixed term pursuant to a tenancy agreement, sub-tenancy agreement or tenancy arrangement.
- 1.1.30 **“Visitors Parking”** means designated parking bays reserved for Guests of Residents/Tenants.
- 1.2 **Interpretation**
 - 1.2.1 This Additional By-Laws shall be read together with the By-Laws as contained in the Third Schedule of the Strata Management (Maintenance and Management) Regulations 2015.
 - 1.2.2 In the event of any conflict, inconsistency or discrepancy between the By-Laws and the Additional By-Laws, the By-Laws shall prevail.
 - 1.2.3 Words importing the masculine gender shall be deemed and taken to include the feminine and neuter genders.
 - 1.2.4 Words importing the singular shall be deemed and taken to include the plural and vice versa.
2. **Introduction**
 - 2.1 Any Resident or Tenant shall be entitled to full use and quiet enjoyment of their Parcels, subject to the By-Laws and Additional By-Laws as may be made at any time and from time to time by the JMB/MC which the JMB/MC may deem necessary or expedient for the safety, care or cleanliness of the Building or any part thereof or for securing the comfort and convenience of all Residents/Tenants.
 - 2.2 The main objective of this Additional By-Laws is to promote the congenial and harmonious occupation and peaceful and quiet enjoyment of all the Common Property and to maintain and preserve the status, image, character, value and exclusiveness of Mutiara Ville, Cyberjaya.

- Approved by Joint Management Committee on 17th December 2015.
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-

- 2.3 It is a duty and responsibility of the Owners to ensure that their occupants, Tenants, Guests or Servicemen are fully aware of and fully comply with the By-Laws and Additional By-Laws and that their behaviour shall not be offensive to other Residents/Tenants. The Owners shall be further liable for any damage caused by their occupants, Tenants, Guests or Servicemen to the Buildings, Common Property and Facilities within the Property.
- 2.4 For the avoidance of doubt, this Additional By-Laws and other regulations as imposed by the JMB/MC from time to time wherever applied to the Owners shall similarly applied to the other occupants, Tenants, Guests or Servicemen.
- 2.5 This Additional By-Laws shall come into force effective from the date of delivery of vacant possession of the Parcel by the Developer to the Owner.

3. Notification of Occupation

3.1 Details of Residents/Tenants

- 3.1.1 Owners shall notify the Management upon the commencement of occupancy of the Parcels and provide the details of all occupants to the Management for record and security purposes by submitting the "Owner/Resident Information Sheet" (Form MV-PM-F01).
- 3.1.2 Owners must notify the Management when the Parcels have been tenanted and shall submit the "Notice of Tenancy" (Form MV-PM-F02) jointly executed by the Owner and the Tenant and shall provide supporting documents such as the tenancy agreement and other written documents evidencing the tenancy arrangement.
- 3.1.3 If the Parcel is further let out to a sub-tenant, it is the Owner's duty to ensure that the sub-tenant provides the details of such sub-letting to the Management by submitting the "Notice of Tenancy" (Form MV-PM-F02) together with supporting documents such as the sub-tenancy agreement and other written documents evidencing the sub-tenancy arrangement.
- 3.1.4 Owners must ensure that all particulars are kept up to date at all the times and to keep the Management informed of any changes accordingly. Any change of occupancy must be notified to the Management within two (2) weeks of such change.
- 3.1.5 Residents/Tenants who do not register themselves with the Management will not be issued with a Resident Tag/Tenant Tag and will be automatically disqualified from using the Facilities and other privileges.

3.2 Car Park Tag

- 3.2.1 Every Accessory Parcel will be allocated a Car Park Tag by the Management. This tag allows the Resident's or Tenant's vehicle to access the Main Entrance.
- 3.2.2 Residents/Tenants are required to pay a security deposit of **RM50-00** for each Car Park Tag which shall be refunded upon return of the same to the Management.
- 3.2.3 Residents/Tenants are required to return the Car Park Tag to the Management when they cease to use any Accessory Parcel. Residents/Tenants must immediately report to the Management if a Car Park Tag is lost, stolen or damaged. In such an event, the security deposit previously paid by Residents/Tenants shall be forfeited by the Management. Residents/Tenants may apply for a replacement Car Park Tag by paying a processing fee of **RM150-00** for each replacement.
- 3.2.4 The Management reserves the right to bar the Car Park Tag if Residents/Tenants fail to pay the Charges and/or Contributions to the Management within any specified period or otherwise fails to comply with the By-Laws and/or Additional By-Laws. A flat rate of **RM50-00** will be charged for re-activating each Car Park Tag.
- 3.2.5 The Car Park Tag is updated by the Management yearly. To ensure uninterrupted usage of the Car Park Tag, Residents/Tenants are required to return the same to the Management for updating (if necessary) at the end of each year upon the Management's notification.

- Approved by Joint Management Committee on 17th December 2015.
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-

3.3 Resident Tag

- 3.3.1 Upon registration with the Management of the number of Residents or occupants, each Parcel will be issued with a maximum six (6) Resident Tags. The Resident Tags shall allow Residents access to their Parcel and usage of the Facilities.
- 3.3.2 A fixed number of Resident Tags will be issued free of processing fees and security deposit depending on Parcel type during the handing over of vacant possession of the Parcel from Developer to the Owner. If additional Resident Tags are required, Residents are required to pay a security deposit of **RM20-00** and a processing fee of **RM75-00** for each additional Resident Tag.
- 3.3.3 Residents are required to return all Resident Tags to the Management when they cease to reside on the Property.
- 3.3.4 Residents must immediately report to the Management if any Resident Tag is lost, stolen or damaged. In such event, the security deposit previously paid by Residents shall be forfeited by the Management. Residents may apply for a replacement Resident Tag by filling in the "Declaration for Lost/Stolen/Damaged Resident/Tenant/Guest/Car Park Tag" (Form MV-PM-F09) together with a processing fee of **RM75-00** for each replacement Resident Tag replacement.
- 3.3.5 Residents must carry the Resident Tag at all times within the Property. Only Residents with valid Resident Tags may use/book the Facilities. Residents are required to produce the Resident Tag at the Management Office while making reservations as well as before claiming the keys to the Facilities. Failure to do so may result in the refusal of permission to use the Facilities.
- 3.3.6 The Management reserves the right to bar Resident Tags if the Owner fails to pay the Charges and/or Contributions to the Management within the specified period or otherwise fails to comply with the By-Laws or Additional By-Laws. A flat rate of **RM50-00** will be charged for reactivating each Resident Tag.
- 3.3.7 The Resident Tag is updated by the Management yearly. To ensure uninterrupted usage of the Resident Tag, Residents are required to return the same to the Management for updating (if necessary) at the end of each year upon the Management's notification.

3.4 Tenant Tag

- 3.4.1 If the Owner wishes to let out the Owner's Parcel to a Tenant, the Owner or the Tenant may apply for Tenant Tags. Upon registration with the Management of the number of Tenants, each Parcel may be issued with a maximum of six (6) Tenant Tags. The Tenant Tags shall allow Tenants access to their Parcel and the Facilities.
- 3.4.2 Tenants are required to pay a processing fee of **RM75-00** and a security deposit of **RM20-00** for each Tenant Tag.
- 3.4.3 The application for a Tenant Tag may be made by filling in the "Application for Resident/Tenant/Car Park Tag" (Form MV-PM-F03). The "Application for Resident/Tenant/Car Park Tag" (Form MV-PM-F03) shall be re-submitted every six (6) months until the expiry of tenancy. The Owner or the Tenant shall be required to produce the original tenancy agreement or other original documents evidencing the tenancy arrangement for the Management's verification.
- 3.4.4 It is the Owner's duty to ensure that the Tenant returns all Tenant Tags to the Management when the Tenant ceases to reside on the Property.
- 3.4.5 Tenants must report to the Management immediately if any Tenant Tag is lost, stolen or damaged. In such event, the security deposit previously paid by Tenants shall be forfeited by the Management. Tenants may apply for a replacement Tenant Tag by filling in the "Declaration for Lost/Stolen/Damaged Resident/Tenant/Guest/Car Park Tag" (Form MV-PM-F09) together with a processing fee of **RM75-00** for each replacement Tenant Tag.

- Approved by Joint Management Committee on 17th December 2015.
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-

- 3.4.6 Tenants must carry the Tenant Tag with them at all times within the Property. Owners who tenanted their Parcels shall have their privilege of using the Facilities automatically assigned to the Tenants for the duration of the tenancy agreement or tenancy arrangement.
 - 3.4.7 Only Tenants with the valid Tenant Tags may use/book the Facilities. Tenants are required to produce Tenant Tags at the Management Office while making reservations as well as before claiming the keys. Failure to do so may result in the refusal of permission to use the Facilities.
 - 3.4.8 The Management reserves the right to bar Tenant Tags if the Owner or Tenant fails to pay the Charges and/or Contributions to the Management within the specified period or if the Owner or Tenant fails to comply with the By-Laws or Additional By-Laws. A flat rate of **RM50-00** will be charged for reactivating each Tenant Tag.
 - 3.4.9 The Tenant Tags are updated by the Management every six (6) months. To ensure uninterrupted usage of the Tenant Tags, Tenants are required to return the same to the Management for updating (if necessary).
 - 3.5 **Guest Tag**
 - 3.5.1 Owners or Tenants may apply to the Management for Guest Tags on behalf of their Guests who wish to put up a short term stay in their Parcels by paying a security deposit of **RM50-00** and a processing fee of **RM10-00** per Guest Tag by filling in the "Application for Guest Tag" (Form MV-PM-F04).
 - 3.5.2 The Guest Tag is valid for seven (7) days and renewable weekly by the Management at the expiry thereof at no additional cost for up to three (3) consecutive renewals. Irrespective of the number of Guest Tags being issued, details about every single Guest in a Parcel must be provided to the Management.
 - 3.5.3 Owners or Tenants must report to the Management immediately if any Guest Tag is lost, stolen or damaged. In such event, the security deposit previously paid by Owners or Tenants shall be forfeited by the Management. Owners or Tenants may apply for a replacement Guest Tag by filling in the "Declaration for Lost/Stolen/Damaged Resident/Tenant/Guest/Car Park Tag" (Form MV-PM-F09) together with a processing fee of **RM75-00** for each replacement Guest Tag.
 - 3.5.4 The Management reserves the right not to issue a replacement Guest Tag.
4. **Payment of Charges and Contributions**
 - 4.1 **Type of Charges and Contributions**

Owners are responsible to pay the following charges to the Management:

 - 4.1.1 **Charges**

Charges are payable monthly in advance to the Management and shall be utilised in accordance with Section 23 of the Strata Management Act 2013.
 - 4.1.2 **Sinking Fund**

Contributions to the sinking fund are payable monthly in advance to the Management and shall be utilised in accordance with Section 24 of the Strata Management Act 2013.
 - 4.1.3 **Quit Rent**

Owners are liable to pay quit rent of the Property in the sum according to the allocated share units assigned to their Parcels. The Management will bill the Owners before the due date for payment to the Relevant Authorities.
 - 4.1.4 **Utilities Charges**

The Management will bill the Owners for water consumed within the Parcel according to the meter readings.
 - 4.2 **Payment of Charges and Contributions Due to the Management**

Owners shall pay the Charges and Contributions to the Management by the 14th day of each month.

- Approved by Joint Management Committee on 17th December 2015.
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-

4.3 Effect of non-payment of Charges and Contributions

- 4.3.1 Failure to make payment within the specified period, the JMB/MC has the sole discretion to disconnect and suspend the supply and usage of any or all of the utilities and services to the Parcel including but not limited to:
- (a) barring of Car Park Tag, Resident Tag, Tenant Tag or Guest Tag;
 - (b) the suspension of the Residents' or Tenants' right to use the Facilities.
- 4.3.2 A late payment interest calculated on a day-to-day basis at a rate of 10% per annum will be imposed after the due date and a connection fee of **RM50-00** will be charged for the reconnection of utilities and services supplied to the Parcel.
- 4.3.3 For arrears of Charges and Contributions due more than a month, the JMB/MC has the right to publish the names of Defaulters on the notice boards of Mutiara Ville, Cyberjaya or to commence legal proceedings to recover the amount due; and may impose legal charges to the Defaulters.

5. Use of Individual Parcels

Residents/Tenants shall use the Parcels strictly for residential purposes only except for Gem In Mall.

6. Prohibition of Use

Residents/Tenants shall not use the Parcels, the Common Property, the Buildings or any part of Mutiara Ville, Cyberjaya in the manner including but not limited to the following:

- 6.1 use or permit the use of the Parcel as a laboratory or workshop, or erect or affix to the Parcel or any part thereof any machinery or mechanical, scientific or electrical apparatus except for radio and television receiving sets (indoor aerials) and the usual domestic electrical apparatus properly fitted with approved suppressors against electrical interference to the other apparatus;
- 6.2 permit or suffer any person of unsound mind or a drunkard or drug addict to reside in or about the Parcel;
- 6.3 use the Parcel or the Common Property for a sale by auction or for any dangerous, noxious, noisy or offensive trade, business, manufacture or occupation or for any illegal, unlawful or immoral act or purpose;
- 6.4 hold any garage sale or open-air function within any part of the Property without the prior written approval from the Management;
- 6.5 use the Parcel as a mess or gambling den or for any purpose which may be injurious to the reputation of the Property. The Management reserves the right to call in the Relevant Authorities to check on Parcels suspected of using the same for unlawful purposes;
- 6.6 do or permit to be done upon the Parcel any singing or the playing of any musical instrument or the use of any gramophone, wireless, television or recording instrumental or anything which, in the opinion of the Management, may be a nuisance or annoyance to, or in any way interfere with the peaceful and quiet enjoyment and comfort of other Residents/Tenants of other Parcels, Building or adjoining Buildings from which nuisance may arise;
- 6.7 do, cause or permit to be done or allow to remain anywhere on the Parcel anything, including any animal, reptile or bird, which may cause nuisance, annoyance, disturbance, inconvenience, injury or damage to other Residents/Tenants;
- 6.8 cause any accumulation of dirt, rubbish, debris or garbage or store or bring upon the Parcel, the Buildings, the Common Property or any part thereof any articles of a specially combustible, inflammable, explosive or dangerous nature;
- 6.9 install or erect any shade/canopy or awning to the Parcel, or affix or attach to the exterior of the Parcel or any part of the Buildings or the Common Property any radio or television aerials or any air conditioner compressor except with the written approval from the Management;
- 6.10 leave any vehicle or deposit or permit to be deposited any goods, cases, refuse, litter or any other thing in or upon the linkways, stairways, passage ways, fire escapes or any other part of the Building or the Property which would obstruct the ingress to or egress from the Building or the Property;

- Approved by Joint Management Committee on 17th December 2015.
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-

- 6.11 cause any obstruction on the approaches or passageways adjacent to or leading to the Buildings or the Property by leaving or parking or permitting to be left or parked any motor car, motorcycle, bicycle or other vehicle belonging to or used by the Resident, Tenant or Guest and shall also observe all regulations made by the Management relating to the parking of such vehicles;
- 6.12 erect any stove or pipe or cause any offensive or inflammable materials to collect in the Parcel and/or the Property or do anything which may affect or invalidate any fire insurance in respect of the Buildings or the Property or any part thereof or increase the rate of premium of such insurance;
- 6.13 insert into or place in the sinks, baths, lavatories or any pipe in the Parcel rags, dirt, rubbish, refuse or other substance or cause, in any manner whatsoever, any obstruction or blockage to such sinks, baths, lavatories or any pipe in the Parcel;
- 6.14 keep, store or use in the Parcel explosives of any nature including but not limited to fireworks. Petroleum products may be kept or stored in the Parcel provided that they are limited to the usual quantities incidental to the occupancy of a private residential dwelling; and
- 6.15 draw any graffiti, deface or vandalise the Common Property, the Buildings within the Property.

7. Use of Management Staff

- 7.1 Residents/Tenants are not allowed to use any of the Management staff to carry out the Residents'/Tenants' private duties. The maintenance staff and security guards shall not be authorised to accept any delivery of packages, parcels, etc. or perform any kind of private work for any Resident or Tenant unless directed by the Management.
- 7.2 No tips, gifts or gratitude are to be offered to any Management staff for rendering services or courtesies in the regular performance of their duties.

8. Proper Conduct

8.1 Personal Conduct

Residents/Tenants shall at all the times conduct themselves in a proper manner and shall not cause offence or annoyance to others. Residents/Tenants shall be properly attired within the Property.

8.2 Be Helpful

Good relations among neighbours depend on the cooperation of all. All are advised to lend a helping hand whenever neighbours are in need, especially in times of emergencies.

8.3 Audio Visual

All audio visual such as radio, hi-fidelity equipment, television, musical apparatus and other like equipment shall be played at reduced volume at all times.

8.4 Excessive Noise

Residents/Tenants shall not create any noise likely to interfere with the peaceful and quiet enjoyment of others in any Parcel or on the Common Property. Indoor games such as "Mahjong" are to be limited to within the Parcel only. Players are advised to lay sufficient insulation on the table to ensure that there will be no excessive noise created that will interfere with the peaceful and quiet enjoyment of other Residents/Tenants. Residents/Tenants shall not sound car horns unnecessarily so as not to cause disturbance or annoyance to others within the Property.

8.5 Hanging of Clothes, Linens etc

Residents/Tenants shall not hang clothes, linens etc from poles protruding through the windows or from the balconies or hang or expose or place in any areas except in the designated areas so as to be in view from the outside of any Parcel or common areas.

- Approved by Joint Management Committee on 17th December 2015.
 - Approved by Extraordinary General Meeting on 15th January 2016.
-

8.6 Throwing of Rubbish, Dusting and Sweeping

Residents/Tenants shall not throw any waste, rubbish, materials, articles or any objects out through the windows, doors, balconies or passage ways onto the Common Property which may cause bodily harm to anyone. Garments, rugs, mops or other objects shall not be dusted, shaken or cleaned from the windows, corridors, stairways and fire escape areas or in the Common Property. Brooms, mops and other utensils shall not be placed at the balconies or Common Property.

8.7 Cleaning

Care should be taken when cleaning areas adjoining the external walls so as to prevent water from running down the exterior of the Building or into other Parcels or Common Property.

8.8 Keeping of Pets

No household pets of any kind inclusive of bird or reptile are permitted in any Parcel or in any part of the Property. The Management reserves the right to remove or inform the Relevant Authorities to remove any pet found in any Parcel or within the Property at the Resident's or Tenant's expenses.

8.9 Plants

All potted plants are to be placed in containers so as to prevent the dripping of water or soil onto the Parcel below or onto Common Property. Residents/Tenants shall ensure that no potted plants or any other objects are placed dangerously on or near the perimeter of the Parcel whereby they may fall and cause bodily harm to anyone or damage to other Parcels below. Residents/Tenants shall ensure that their plants are maintained in a manner that will not create a nuisance to others in the Building and shall not keep such plants within the Common Property.

8.10 Control Over Children

Residents/Tenants shall not permit their children, if any, or the children of their Guests, servants or employees to play in the Common Property in particular the Car Park Area, linkways, stairways, passage ways, roads or other areas of possible danger, risk or hazard to children. The Management disclaims any liability whatsoever in the event of any death or injury arising therefrom.

8.11 Placement of Notices

Residents/Tenants shall not affix, exhibit or put any signboards, show-boards, placards, advertisements, name plates, posters or notices of any description on balconies, windows, doors, passages or any part of the Property or the exterior of the Parcel without the Management's prior written approval. Residents/Tenants who wish to put on notices at the common notice boards shall obtain the Management's prior written approval.

8.12 Be Civic Conscious

Residents/Tenants and their Guests must obey instructions on signboards such as "No Smoking", "Do Not Litter", "Stick No Bill", "No Parking Area", etc.

9. Use of Common Property

9.1 Common Garden/Landscaping

The landscape garden is aesthetically designed for the common enjoyment of all within the Property. No one shall damage or vandalize the grass area, flower beds, garden, trees, footpaths, drains or any part of the Building by vehicles, machines, tools or objects of any description.

9.2 Common Furniture

Furniture, furnishing, fixtures and other fittings located in the Common Property are not to be altered or removed from their present location.

9.3 Firefighting Equipment

Firefighting equipment shall not be tampered. Fire extinguishers and hose reels shall be used to put out the fire.

9.4 Tampering of Installation

Residents/Tenants shall not change, alter, vandalize or deface any installation, signboard, fixture and fitting or any other equipment installed within the Property.

- Approved by Joint Management Committee on 17th December 2015.
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-

9.5 Use of Common Compound

- 9.5.1 Residents/Tenants shall not use the lobby or any other common area for any private or public functions without the prior written approval of the Management.
- 9.5.2 The Management must be informed at least forty-eight (48) hours in advance of any function or gathering to be held by Residents/Tenants at the garden, pool side or Common Property.
- 9.5.3 Use of the common compound for personal purposes will be granted based on the examination of the request and will be weighed against the rights of other Residents/Tenants. Appropriate charges will be levied for cleaning, administration and maintenance of the common compound.

10. Use of Lifts

The provision of lifts is to provide convenient access to Parcels. The usage of the lifts is subject to the following:

- 10.1 No person shall wear a wet bathing suit, drink or eat in the lifts.
- 10.2 Bicycles and any motorised form of transport (other than handicapped wheel chairs) are not to be placed in the lifts.
- 10.3 Urinating, smoking, littering, drawing of graffiti and vandalism in the lifts are strictly prohibited.
- 10.4 No person shall tamper with any of the control panels as it may prevent the proper functioning of the lifts.
- 10.5 In the event of power failure or fire or other emergencies, Residents/Tenants must not use the lifts but instead use the staircases to leave the Building.
- 10.6 No personal item or refuse of any kind shall be left in the lifts. Security guards shall be informed of any personal belonging found unattended in the lifts.
- 10.7 Residents/Tenants shall use only the designated bomba lifts to transport goods or furniture to the designated floors. Residents/Tenants may, by giving at least twenty four (24) hours prior written notice to the Management, book the designated bomba lift.
- 10.8 Residents/Tenants must ensure that the lifts are not overloaded and that the lift door and walls are not scratched or damaged. Any damages caused shall be repaired at their expenses.
- 10.9 Residents/Tenants shall not use any passenger lift for the conveyance of any goods or merchandise entering or leaving the Building.

11. Moving of Heavy Items

- 11.1 Residents/Tenants shall:
 - 11.1.1 give at least twenty-four (24) hours prior written notice to the Management prior to the moving of any heavy or large items or any moving involving professional mover; and
 - 11.1.2 not damage or deface any part of the Building and Common Property while moving any furniture or equipment and to repair and make good or to pay to the Management for the cost of making good such damage or defacement.
- 11.2 The moving of heavy items into/out of the Parcel or the Building is subject to the regulations contained in the Moving Procedures.

12. Obstruction of Ingress to and Egress from Building

Residents/Tenants shall not cause or permit any obstruction impeding or preventing ingress to and the egress from the Property by parking of vehicles of any kind or any form of transport nor to cause any such obstruction upon the access roads leading to the Property.

13. Obstruction of Common Property

- 13.1 Residents/Tenants shall not place, store, maintain or leave any refuse, vehicle, box, object, furniture, parcel or other goods or things of any type which may obstruct or are likely to obstruct the corridor, lobby, staircase, hall, walkway, ground landings or transit leading to the Parcel and other Common Property or cause inconvenience to others.

- Approved by Joint Management Committee on 17th December 2015.
 - Approved by Extraordinary General Meeting on 15th January 2016.
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13.2 Residents/Tenants shall keep free from obstruction the fire escape routes of the Building. Entrances, passages, stairs and landings must not be used as temporary or permanent extensions to the storage space for goods.

14. Loading and Unloading

- 14.1 Residents/Tenants shall not load or unload any goods or materials onto or from the vehicles and convey the same from and into the Building except at the designated loading and unloading area.
- 14.2 Residents/Tenants shall ensure that such vehicles do not exceed 2.1 meters in height and 10 tonnes in weight.

15. Maintenance and Upkeep

15.1 Maintenance and Upkeep of Parcel

- 15.1.1 Residents/Tenants shall keep the Parcel clean and in a good state of repair and maintenance and shall keep clean all glass windows and doors on the boundary of the Parcel, including those forming part of the Common Property.
- 15.1.2 To ensure public safety and cleanliness of the Property, all servicing of air-conditioner compressors/outdoor units is to be carried out by contractors appointed by the Management.

15.2 Maintenance and Upkeep of Common Property by Residents/Tenants

Residents/Tenants shall keep the corridors, stairs and passages leading to the Parcel and other Common Property clean and free from obstruction. The Residents/Tenants shall not:

- 15.2.1 deposit or permit to be deposited any waste, rubbish or refuse on Common Property or in any way make untidy the Common Property;
- 15.2.2 except for handicapped wheel chairs, use or leave unattended in any common corridor, stairways or lobby any bicycle, tricycle, children's riding toy, roller skate, roller blade and other like medium;
- 15.2.3 bring, keep, store, stack or lay out upon the Common Property any material, equipment, plant, bin, carton, box or any receptacle for waste or any other item which is or might become untidy, unclean, unsightly or in any way detrimental to the Common Property; or
- 15.2.4 cause any land, roads or pavement abutting the Building to be untidy or be in a dirty condition and not to deposit on them refuse or other material.

15.3 Maintenance and Upkeep of Common Property by the Management

The Management shall keep the roof, main structure, wall, floors and main drains and pipes, lifts and other Common Property and Facilities in a good state of repair and maintenance. Residents/Tenants must give the Management prompt notice of any damage to or defect in the water pipes, gas pipes, sewer, electrical installation or fixtures.

15.4 Cleaning of Common Areas

A professional cleaning service will be engaged to carry out the cleaning of the Common Property within the Property.

15.5 Pest Control

The control and extermination of pests and fumigation of Common Property will be carried out periodically by a pest control company. Residents/Tenants shall keep clean the Parcel and take all reasonable precautions to prevent infestation and danger by rodents, vermin, insects, pests and animals.

15.6 Waste Disposal

- 15.6.1 Residents/Tenants shall secure all refuse in non-porous polythene bags and dispose them in the refuse bins located at the garbage room at every level. All wet refuse should be thoroughly drained, wrapped in newspaper and sealed in non-porous polythene bags to prevent dripping on the floor. Refuse bins will be cleared and cleaned daily by cleaners.

- Approved by Joint Management Committee on 17th December 2015.
 - Approved by Extraordinary General Meeting on 15th January 2016.
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- 15.6.2 Refuse bins are designed for ordinary domestic refuse. Heavy or bulky objects such as packing cases, packing material, cartons, discarded pieces of furniture and the like must be placed in the main refuse chamber at the ground level.
- 15.6.3 Residents/Tenants shall take such measures as may be necessary to ensure that any effluent discharged into the drains or sewers which belong to or are used in common for the Parcel will not be corrosive in any way or harmful to the drains or sewers or cause any obstruction or deposit therein.
- 15.6.4 Residents/Tenants shall not use the water closets and other apparatus, waste pipes, drains and other like convenience upon or serving the Parcel for any other purpose save that for which they were constructed and not to deposit rubbish or other substance therein. Any cost or expense incurred to make good any damage or for the removal of such blockage as result of the misuse or negligence of Residents/Tenants shall be made good and borne by them.
- 15.6.5 Residents/Tenants shall clean and clear up material stuck in the gratings of floor traps in the bathroom or wash areas so as to prevent water pounding which may cause water leakage to the Parcel below.
- 15.6.6 Residents/Tenants shall not dispose rubbish or items through the down pipes, sinks, basins and water closets as this may obstruct the smooth flow of the discharged water and may even lead to back flow of such discharged water.

16. Alterations and Modifications

16.1 Uniformity of Facade

- 16.1.1 In order to maintain the uniform image of the Property, Owners shall not, without the prior written consent of the Management, carry out any renovation work involving changes to the exterior or outward appearance or facade of the Building. These limitations include but not limited to painting or other decorations of any nature, alteration to the windows installed in the external walls, balconies, installation of window at the yard, tinting of any glass panels including the windows, doors, sliding doors, the affixing of grilles or awnings, the installation of electrical wiring, television antenna, parabolic dish, machines or air-conditioning compressor or piping which may protrude through the wall or the roof of the Building or change the appearance of any portion of the Building.
- 16.1.2 The fixing of iron grilles to the windows or sliding door or yard or any part of the Parcel or the exterior thereof shall not be carried out without the prior written approval of the Management. In the event approval is given, it shall follow the standard designs, patterns, colour and material approved by the Management. The fixing of light to the balcony shall also follow the standard specification and design approved by the Management and the fixing and replacement of lamps must be on same voltage and colour tone (warm white) approved by the Management in order to maintain the uniform image of the Development.

16.2 Prohibitions

Any renovation work to be carried out in the Parcel is subject to the regulations contained in the renovation procedure. Residents/Tenants shall not in any event:

- 16.2.1 make any structural, material alterations or renovations to the Parcel or any part thereof including but not limited to hacking of any walls without first obtaining the prior written approval of the Management and subject to the same being approved by the Relevant Authorities;
- 16.2.2 install any individual air-conditioner (Room Air Conditioner/Window Unit) or other high voltage electrical equipment without the prior written approval of the Management;

- Approved by Joint Management Committee on 17th December 2015.
 - Approved by Extraordinary General Meeting on 15th January 2016.
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- 16.2.3 install burglar alarms without the prior written approval of the Management provided always that the burglar alarms to be installed must be of the models approved by the Relevant Authorities. In such case, an emergency contact number must be left with the Management to enable the Residents/Tenants to be contacted when the Parcel is empty; or
- 16.2.4 install iron grille at the common corridors, landings outside the entrance of the Parcel, staircase or any part of the Common Property; or
- 16.2.5 erect any awning, shade, screen, Venetian blind or put any tinted film on any window and/or door without the prior written approval of the Management.
- 16.3 **Installation of Air-Conditioner Unit, Compressor or Piping**
Residents/Tenants shall not install any air conditioner unit or compressor or piping on any part of the Parcel or the Common Property save and except at such places which have been designated and approved by the Management and in accordance with the procedures contained in the renovation procedure.
- 16.4 **Security Gate/Grille**
Residents/Tenants shall not install any security gate/grille unless the design and colour of the security gates/grille are in accordance with that provided by the Management.
- 16.5 **Non Compliance of Renovation Procedure**
In addition to the Management's right to bar the Car Park Tag, Resident Tag, Tenant Tag and Guest Tag, the Management reserves the right to forfeit the renovation deposit and demolish or make good all such unauthorized alterations or additions after giving seven (7) days' written notice to the Residents/Tenants concerned requesting to remove all such unauthorized alterations or additions. All costs incurred in such demolition, making good, relocate and/or removal of any unauthorized alteration or addition will be borne by the Residents/Tenants.
17. **Repair and Maintenance**
 - 17.1 **Access to Carry Out Repair Works**
 - 17.1.1 Residents/Tenants shall permit the Management at all reasonable times to enter the Parcels to carry out repair works to the Parcel or to other portions of the Building not conveniently accessible otherwise from or through the Parcels.
 - 17.1.2 Residents/Tenants shall permit the Management to enter the Parcels to lay, fix in and lead through the Parcels or to repair, remove or replace all such wires and cables for electricity and pipes for water and sewerage as the Management may require for the general purposes of the Building.
 - 17.2 **Repairs within the Parcel**
 - 17.2.1 Maintenance of fixtures, fittings and furnishings etc inside each individual Parcel is not the responsibility of the Management. Residents/Tenants are advised to engage independent contractors whenever such problems arise.
 - 17.2.2 Residents/Tenants shall obtain the prior written consent from the Management and thereafter give notice to all adjoining, adjacent, below and above Parcel Owners to carry out repair work on any joints or beams on which the floor or ceiling of the Parcel is laid and shall make good any damage to the floor, ceiling and walls of other Parcels affected by the repairs.
 - 17.2.3 Residents/Tenants shall repair and maintain at the joint expenses of the Residents/Tenants of adjoining, adjacent, below and above the Parcels the shared structures, which shall include the entrances, walls, floor and ceiling separating one Parcel from the others.
 - 17.2.4 Authorized repair works can be carried out at the following times:
 - (a) Mondays to Fridays – from 9:00am to 5:00pm.
 - (b) Saturdays – from 9:00am to 1:00pm.

- Approved by Joint Management Committee on 17th December 2015.
 - Approved by Extraordinary General Meeting on 15th January 2016.
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18. Load Bearing Capacity

All Parcel floors are designed to take loads not exceeding 1.5 kN per square meter. The placing of heavy loads such as safe, furniture etc must be placed near to the beams.

19. Use of Accessory Parcel

19.1 Right to Use Accessory Parcel

Enjoyment of Accessory Parcels is subject to the prompt payment of the Charges and/or Contributions. Failure to make payment of the Charges and/or Contributions within the stipulated period will result in the parking privileges of Residents/Tenants being withdrawn.

19.2 Restricted Use

19.2.1 Residents/Tenants shall use the allocated Accessory Parcels strictly for parking their own motor vehicle and not for any other purposes. Residents/Tenants shall not park any vehicle in any other Accessory Parcel other than the allocated Accessory Parcel.

19.2.2 In addition, Residents/Tenants shall park within the designated boundary of its own Accessory Parcel and shall not infringe into other Accessory Parcel or the Common Property. Any vehicle which is parked beyond the designated boundary of its Accessory Parcel or found parked at the wrong location, in Visitors Parking, at areas not meant for parking of vehicles or otherwise caused obstruction or interfered with the ingress to or egress from the adjacent parking bays or the adjacent roadways are liable to be towed away or clamped without notice. Residents/Tenants concerned will have to bear the cost of towing or an administrative charge of **RM100-00** for the removal of the wheel clamp.

19.3 Visitors Parking

19.3.1 Guests shall only park at the designated parking bays reserved for them. Guests are not allowed to park at any Accessory Parcel. Residents/Tenants are responsible for ensuring that their Guests abide by the parking rules.

19.3.2 Guest vehicles are not allowed to park overnight within the Property unless prior approval of the Management is obtained. The Management shall not be responsible for any theft to Guest vehicles or their contents nor shall it be responsible for any damage, defacement or other misdemeanour to the Guest vehicles whilst the same are parked in the Visitors Parking.

19.4 Installation of Grilles or Barriers

Residents/Tenants shall not affix any grille, shade or place or build any form of obstruction whatsoever at the entrance, exit or driveway to or within the Accessory Parcel or any other area not designated for parking of vehicles and the Management is entitled to remove any such obstruction so caused at the cost of the Residents/Tenants.

19.5 Repair of Vehicles

Except for minor repair works, no repair works or partitioning of any kind shall be permitted in the Car Park Area.

19.6 Height Restriction

The maximum vehicle height allowed in the Accessory Parcel is 2.1 meters. No vehicle higher than 2.1 meters is allowed.

19.7 Assignment of Accessory Parcel

19.7.1 Accessory Parcels may only be used by Owners or their licensees.

19.7.2 Owners who let out their Parcels will have their privilege of using the Accessory Parcel automatically assigned to the Tenant.

19.8 Park at your Own Risk

All cars must be locked. All vehicles are parked at the risk of the vehicle owners. The Management shall not responsible in any way whatsoever for any theft to the vehicles or their contents nor shall it be responsible for any damage, defacement or other misdemeanour to the vehicles whilst parked in the Car Park Areas.

- Approved by Joint Management Committee on 17th December 2015.
 - Approved by Extraordinary General Meeting on 15th January 2016.
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- 19.9 **Damage or Loss at Accessory Parcel/Visitors' Parking**
The Management shall not be responsible or liable in any way whatsoever for any damage or loss suffered by the Residents/Tenants or Guests arising as a result of or in any way relating to their use of the Accessory Parcel or Visitors' Parking.
- 19.10 **Speed Limit**
Vehicles must be driven within the compound of the Property with caution and courtesy. The permissible speed limit is 15kmph.
- 19.11 **Terms and Conditions on Usage**
Residents/Tenants shall not utilise their Accessory Parcels for any other purpose except for the purpose of parking of motor vehicles. The Management reserves the right to impose from time to time the terms and conditions relating to the use of Accessory Parcels for the smooth operation and management of the Car Park Areas in the Property.
20. **Car Wash**
Residents/Tenants are not allowed to carry out any washing of cars on the Accessory Parcels or anywhere in the Property.
21. **Act Affecting Fire Risks**
- 21.1 **Storage of Noxious, Dangerous or Hazardous Goods**
- 21.1.1 Residents/Tenants shall not bring, store or permit to be stored in the Parcels or any part of the Building any materials that may contravene any local ordinance, statute, regulations or by-laws or in respect of which an increased rate of insurance is usually required and in particular not to store arms, ammunitions or unlawful goods, gunpowder, saltpetre, kerosene or any explosive or combustible substance or any goods which in the opinion of the Management is of a noxious or dangerous or hazardous nature.
- 21.1.2 Highly combustible substance such as paint and petroleum products should be properly packed or parcelled for disposal.
- 21.2 **Avoidance of Insurance Policy**
- 21.2.1 Residents/Tenants are not allowed to do or permit or suffer to be done anything whereby the insurance policies on the Parcel or on the Building against damage by fire may become void or voidable or whereby the premium may be increased.
- 21.2.2 Residents/Tenants shall give notice to the Management immediately upon the happening of any event which might affect the fire insurance policy of the Property.
22. **Security and Safety**
- 22.1 **Safety within the Property**
Driving within the compound of the Property must be at a slow speed for the safety of others especially young children.
- 22.2 **Safety within the Parcel**
- 22.2.1 Residents/Tenants must take all precautions to prevent any outbreak of fire. Aerosol products such as lighter fuels and hair sprays must be kept away from strong sunlight.
- 22.2.2 All electrical and gas appliances must be switched off when not in use. Residents/Tenants must not connect several appliances to a single outlet to avoid overloading. Any electrical connection without the approval from Tenaga Nasional Berhad is against the law.
- 22.3 **Security**
- 22.3.1 Common Property in the Property is provided with 24-hour security to control admittance of Residents/Tenants and Guests.
- 22.3.2 A professional security company will be engaged to provide security services to the Property. Security guards will patrol all Common Property from time to time.

- Approved by Joint Management Committee on 17th December 2015.
 - Approved by Extraordinary General Meeting on 15th January 2016.
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22.4 Residents'/Tenants' Responsibility for Security

22.4.1 Notwithstanding the appointment of a security company to provide 24-hour security for the Property, the Residents/Tenants shall be responsible for the locking and securing of doors and windows of their Parcels at all times. The mere appointment of such security company shall by no means impute any liability to the Management for any loss or damage suffered or incurred by the Residents, Tenants or Guests as a result of theft, burglary, break-in etc.

22.4.2 Residents/Tenants shall take additional precautionary measures such as installing additional locking device to ensure security to their own Parcels.

22.5 Door Deliveries

For security purpose, Residents/Tenants are requested to inform the security office of any arrangement for door deliveries and to provide sufficient notice to the security office. All door delivery personnel must also obtain security pass from the guardhouse.

Residents/Tenants are required to pick up door deliveries of food or items of a non-bulky nature from the door delivery personnel at the Main Entrance.

22.6 Security and Safety Measures

Residents/Tenants shall comply with the security and safety measures implemented by the Management.

22.7 Insurance Coverage

Residents/Tenants are advised to take the appropriate insurance coverage to protect their household and personal items against theft.

22.8 No Infringement of Privacy

The JMB/MC shall be entitled to install closed circuit cameras at any location within the Property which in its opinion deem fit in particular the Common Property, save and except the Parcel. There shall be no ground for complaint against the Management for infringement of privacy.

23. Guests or Servicemen

23.1 Guests or Servicemen will only be permitted into the Building after they have provided their particulars to the security guard at the guardhouse and such particulars have been verified and approval has been obtained from Residents/Tenants. The Management reserves the right to request any Guest or Serviceman to leave the Property if they refuse to provide particulars to the security guard.

23.2 Residents/Tenants may inform the security guards of their expected Guests by furnishing relevant details in advance to facilitate easy administration.

24. Recreational Facilities

Recreational facilities provided within the Development for the usage of the Residents/Tenants are as follows:

- 24.1 Swimming, Infinity and Wading Pools with Changing Rooms.
- 24.2 Pool Deck and Outdoor Seating.
- 24.3 Children's Playground.
- 24.4 Alfresco Kitchen.
- 24.5 BBQ Pit.
- 24.6 Gymnasium.
- 24.7 Tennis and Basketball Courts.
- 24.8 Multipurpose Hall.
- 24.9 Yoga/Dance Studio.
- 24.10 Surau.
- 24.11 Sky Garden.

- Approved by Joint Management Committee on 17th December 2015.
 - Approved by Extraordinary General Meeting on 15th January 2016.
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25. Common Rules and Regulations in the Usage of Recreational Facilities

25.1 Right to Use Facilities

- 25.1.1 The Facilities are for the exclusive use of the Residents/Tenants only.
- 25.1.2 Owners who let out their Parcels shall have their privilege of using the Facilities automatically assigned to their Tenants for the duration of the tenancy agreement or tenancy arrangement. The Management reserves the absolute right and discretion to prohibit any Defaulter from using the Facilities.
- 25.1.3 Residents/Tenants are required to produce their Resident Tag or Tenant Tag at the Management Office while making reservations as well as before claiming the keys to the Facilities. Failure to do so may result in the refusal of permission for the use of the Facilities.

25.2 Use of Facilities

Residents/Tenants shall be entitled to use recreational Facilities only in accordance with the rules and regulations governing each Facility as contained herein.

25.3 Use of Facilities by Children below Twelve Years Old

Children below twelve (12) years old shall not be allowed to use any of the Facilities unless accompanied by their parents or supervising adults who shall be responsible for their safety and proper behaviour.

25.4 Use of Recreational Facilities by Guests

- 25.4.1 A maximum of two (2) Guests from each Parcel are permitted to use any of the Facilities at any one time during weekdays from 9:00am to 10:00pm only. No Guests is allowed during weekends and public holidays.
- 25.4.2 Residents/Tenants must register their Guests with the Management before using the Facilities.
- 25.4.3 Guests must be accompanied by Residents/Tenants at all times. Residents/Tenants are responsible for the behaviour and good conduct of their Guests and must ensure that they observe all relevant By-Laws, Additional By-Laws or rules and regulations governing each Facility.
- 25.4.4 The Management, security guards or any authorized person reserve the right to ask any Guest to leave the Facility if such Guest is misbehaving or is not accompanied by Residents/Tenants, or if the Facility is overcrowded.
- 25.4.5 Employees of Residents/Tenants are not permitted to use the Facilities unless they are signed in as Guests on the particular occasion.

25.5 Identification

The Management, security guards or any authorized person may require any person in the Facility to identify himself. Only Residents/Tenants and registered Guests are permitted to use the Facilities.

25.6 Use of Radios, Tape Recorders Etc within the Recreational Facilities

Radios, hi-fidelity equipment, television sets, musical instruments and other like equipment shall not be used in or around the Facilities.

25.7 Person who Breaches any By-Laws, Additional By-Laws etc when using Facilities

Residents/Tenants/users who breaches any of the By-Laws, Additional By-Laws or rules and regulations contained herein may be required to leave the Facility area at once and shall be barred from making reservations for a period of four (4) weeks or such other penalties as the Management in its absolute discretion shall deem fit.

25.8 Liability for Damage

Residents/Tenants/users shall be responsible for any damage caused to the Facilities by them or their Guests. Residents/Tenants must inform the Management or security guard of any existing damage to the Facility or equipment they or their Guests are about to use, falling which, they shall be responsible and liable for such damage.

- Approved by Joint Management Committee on 17th December 2015.
 - Approved by Extraordinary General Meeting on 15th January 2016.
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26. Use of Swimming, Infinity and Wading Pools with Changing Rooms

- 26.1 The pools are open every day from 7:00am to 10:00pm, except when it is being closed for cleaning or maintenance.
- 26.2 The pools are private pools and there is no lifeguard. The pools are used at user's own risk. The Management accepts no responsibility or liability for any loss or damage to any personal property or injury or death from any cause whatsoever as a result of using the pools and related facilities.
- 26.3 The maximum number of Guests allowed for each Parcel shall not exceed two (2) at any one time. No Guest is allowed on weekends and public holidays.
- 26.4 The Management reserves the absolute right and discretion to prohibit any Defaulters from using the pools.
- 26.5 Guests may only use the pools when signed in and accompanied by Residents/Tenants who shall ensure that his/her Guests comply with the By-Laws and Additional By-Laws.
- 26.6 All persons must shower before entering the pools. Spitting, spouting, nose blowing and the like shall not be permitted in the pools.
- 26.7 Persons suffering from infections or communicable diseases must not use the pools to avoid spreading of such disease to other persons.
- 26.8 All persons entering the pools must be properly attired in swimwear. No T-shirt and shorts or other attire are allowed.
- 26.9 Water sport of any kind is not allowed in the pools. Surfboards, scuba gears, inflatable rafts, boats, balls and other similar objects are not permitted in the pools.
- 26.10 Persons using the pools must not carry out any activities or carry any objects that may cause annoyance, disturbance or injury to other users, or cause damage to the equipment and installation at the pool areas.
- 26.11 Cycling, roller-skating, frisbee playing and other similar activities shall not be permitted in the pool compounds.
- 26.12 Urinating in the pools is prohibited. Any person caught doing so will be asked to leave the pools immediately.
- 26.13 No smoking, food or beverages shall be permitted in the immediate vicinity of the pools.
- 26.14 No livestock, poultry or other household pet shall be allowed in the pool areas.
- 26.15 Radio, tape-recorders, compact disc players, television sets and other audio/visual equipment shall not be used in the pool areas.
- 26.16 All persons are required to dry themselves before leaving the pool areas and changing rooms. No person wearing a dripping wet bathing suit shall go beyond the pools and changing room area.
- 26.17 The pool compounds shall not be used for organising private functions or barbeques unless with prior written approval from the Management.
- 26.18 Children below twelve (12) years old shall not be allowed in the pools unless they are accompanied and supervised by an adult, preferably the parents. Parents are to guide and look after their children when using the pools.
- 26.19 No coaching lessons shall be conducted in the pools without prior written consent of the Management.
- 26.20 The life buoy is strictly for emergency use only and must not be removed from the racks except for saving lives.
- 26.21 The safety equipment provided around the pools shall not be used for any other purposes. Persons vacating the pool areas must remove all their belongings.
- 26.22 All persons are advised to leave the pool during heavy rain and thunderstorm.
- 26.23 The JMB/MC reserves the right to change the pools operating hours.
- 26.24 The JMB/MC reserves the right to close the pools for emergency maintenance purpose without having to give any advance notice.
- 26.25 Whilst the Management will take every precaution to ensure that the pools are in proper working condition, it shall not assume any responsibility for accidents incurred/suffered by users while in the pools or any loss or damage to their persons or belongings.

- Approved by Joint Management Committee on 17th December 2015.
 - Approved by Extraordinary General Meeting on 15th January 2016.
-

- 26.26 The Management reserves the absolute discretion to ask any person disobeying the By-Laws, Additional By-Laws or rules and regulations to leave the pools immediately.

27. Use of Gymnasium

- 27.1 The gymnasium is open during the everyday from 7:00am to 10:00pm, except when it is closed for maintenance.
- 27.2 The key to the gymnasium is kept with the security or the Management Office. Residents/Tenants must use the Resident or Tenant Tag to enter the gymnasium.
- 27.3 No smoking, food or beverages shall be permitted in the gymnasium.
- 27.4 No swimming wear is allowed in the gymnasium. Users of the gymnasium must be properly attired.
- 27.5 No street/outdoor shoes such as boots, high heeled shoes or leather shoes except proper sport shoes are to be worn in the gymnasium.
- 27.6 All equipment in the gymnasium is to be used only for its specified purpose only and no equipment is to be taken out of the gymnasium. The equipment is to be placed back to its original position after use.
- 27.7 All lights are to be switched off after the use of the facility.
- 27.8 Users of the gymnasium are advised to close the door of the gymnasium after use.
- 27.9 Children under sixteen (16) years of age are not allowed into the gymnasium.
- 27.10 The Management shall not be liable for any loss/damage to personal property and/or injuries/death sustained by the user in the gymnasium.

28. Use of Tennis and Basketball Courts

- 28.1 The tennis and basketball courts are open every day from 7:00am to 10:00pm.
- 28.2 Only Residents/Tenants and their Guests are entitled to use the tennis and basketball courts. The Management reserves the absolute right and discretion to prohibit any Defaulter from using the tennis and basketball courts.
- 28.3 The maximum numbers of Guests per Parcel who may use the tennis and basketball courts shall not exceed two (2) at any one time. No Guest is allowed during weekends and public holidays.
- 28.4 Guests may use the tennis and basketball courts only when accompanied by Residents/Tenants who shall ensure his/her Guests comply with the By-Laws, Additional By-Laws or rules and regulations.
- 28.5 Players shall be properly attired when playing.
- 28.6 Booking of the tennis and basketball courts may be made by calling the Management Office and give at least twenty-four (24) hours prior notice for booking.
- 28.7 Each Resident may only take one (1) booking at any one time and shall be permitted to book a maximum of two (2) hours per day subject to the availability of the tennis and basketball courts.
- 28.8 No food, beverages or smoking are allowed in the tennis and basketball courts or within the immediate vicinity.
- 28.9 No radios, compact disc players, tape recorders, television sets and other audio/visual equipment shall be allowed in the tennis and basketball courts.
- 28.10 No livestock, poultry or other household pets shall be allowed into the tennis and basketball courts.

29. Use of Children's Playground

- 29.1 Children below twelve (12) years old must be accompanied and supervised by an adult at all times, who shall be responsible for their conduct and/or safety.
- 29.2 No littering is allowed and all litter must be deposited in designated refuse bins around the playground.
- 29.3 All equipment placed and/or installed at the playground areas have been provided for the safety, comfort and convenience of users and therefore shall not be damaged, removed or altered without the permission of the Management.
- 29.4 Any usage of equipment at the playground shall be at the user's own risk.

- Approved by Joint Management Committee on 17th December 2015.
 - Approved by Extraordinary General Meeting on 15th January 2016.
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- 29.5 No horse playing or throwing of sand is allowed at the playground.
 - 29.6 Any object with sharp edges or those deemed to be harmful by Management is strictly prohibited at the playground.
 - 29.7 The Management shall not be liable for any loss or damage of any personal property or accidents or injuries sustained thereto.
- 30. Use of Alfresco Kitchen**
- 30.1 Reservation must be made at the Management Office at least one (1) week in advance with submission of proper forms and deposit to the Management.
 - 30.2 Each Resident is entitled to reserve the alfresco kitchen area once per month, subject to availability. NO PORK OR LARD ALLOWED. The Management reserves the right not to permit such reservations if it inconveniences other Residents/Tenants.
 - 30.3 Rental of the alfresco kitchen is **RM100-00** per day regardless of the number of hours. A deposit of **RM3,500-00** is required for any reservation. The deposit will be refunded less expenses for cleaning and/or refuse removal should the area not be tidied up after use. The Management reserves the right to request for any additional sums should the cost of cleaning exceeds the deposit.
 - 30.4 All reservations are on a "first-come, first-served" basis.
 - 30.5 Residents/Tenants/users shall comply with all additional rules and regulations pertaining to the hiring and usage of this facility.
- 31. Use of BBQ Pit**
- 31.1 Operation Hours:
 - 31.1.1 Mondays to Fridays : 2:00pm – 10:00pm.
 - 31.1.2 Saturdays, Sundays and Public Holidays : 12:00pm – 10:00pm.
 - 31.2 Reservation must be made at the Management Office at least one (1) week in advance with submission of proper forms and deposit to the Management.
 - 31.3 Each Resident is entitled to reserve the BBQ pit area once per month, subject to its availability. The Management reserves the right not to permit such reservations if it inconveniences other Residents/Tenants.
 - 31.4 Fire in the BBQ pit shall not be left unattended and must be put out at the end of the function.
 - 31.5 Setting up of tents or camping equipment overnight at the BBQ pit area is strictly not permitted. Residents/Tenants shall obtain the prior written consent of the Management before setting up catering equipment and extra furniture around the BBQ pit area.
 - 31.6 Rental of the BBQ pit is **RM100-00** per day regardless of the number of hours. A deposit of **RM800-00** is required for any reservation. The deposit will be refunded less expenses for cleaning and/or refuse removal should the area not be tidied up after use. The Management reserves the right to request for any additional sums should the cost of cleaning exceeds the deposit.
 - 31.7 All reservations are on a "first-come, first-served" basis.
 - 31.8 Residents/Tenants/users shall comply with all additional rules and regulations pertaining to the hiring and usage of this facility.
- 32. Use of Multipurpose Hall**
- 32.1 This facility may be booked by Residents/Tenants for a purpose approved by the Management from 10:00am to 10:00pm daily.
 - 32.2 Booking for the use of the Multipurpose Hall must be made at the Management Office at least one (1) week in advance. Bookings are not transferable.

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 - Approved by Extraordinary General Meeting on 15th January 2016.
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- 32.3 Rental of the Multipurpose Hall is **RM250-00** per function. A deposit of **RM3,500-00** is required for any reservation. The deposit will be refunded less expenses for cleaning and/or refuse removal should the area not be tidied up after use. The Management reserves the right to request for any additional sums should the cost of cleaning exceeds the deposit.
- 32.4 All reservations are on a "first-come, first-served" basis.
- 32.5 Residents/Tenants/users shall comply with all additional rules and regulations pertaining to the hiring and usage of this facility.
- 32.6 Resident who made the booking will be held responsible for the cleanliness of the Multipurpose Hall and the equipment therein.
- 32.7 Residents/Tenants/users must ensure that the noise shall be maintained at a reasonable level at all times and shall not cause any annoyance to others.
- 32.8 Decorations may be allowed but care must be exercised not to damage/deface the walls and ceiling boards. All decorations must be removed after the function.
- 32.9 All additional tables, chairs and equipment brought into the Multipurpose Hall for the approved function have to be removed from the Multipurpose Hall after the function.
- 32.10 No cooking is allowed and washing of crockery and cutlery and other utensils are to be done only in the designated area.
- 32.11 Smoking is strictly not allowed in the Multipurpose Hall.
- 32.12 Residents/Tenants/users shall keep the Management indemnified against all actions, claims and demands that may be brought or made against the Management by any person or persons on account of or attributable to the use of the Multipurpose Hall.
- 32.13 The Management, at its absolute discretion, reserves the right to reject any application and revoke any permit granted. The Management shall not be liable for any damages arising from the rejection of the application or revocation of the permit.

33. Use of Yoga/Dance Studio

- 33.1 Users are to be appropriately attired. Only non-marking rubber-soled shoes are to be worn at the Yoga/Dance Studio. Outdoor shoes such as boots, stiletto or leather shoes are NOT to be worn at the Yoga/Dance Studio.
- 33.2 Users are strongly advised to consult their physician for a medical check-up before using the Yoga/Dance Studio, as the Management will not be responsible for any injuries, mishaps or loss suffered by any person whatsoever and howsoever arising from using the Yoga/Dance Studio.
- 33.3 No smoking, drinking or eating is permitted at the Yoga/Dance Studio.
- 33.4 No audio or video equipment is allowed at the Yoga/Dance Studio unless approved by the Management.
- 33.5 Private trainer shall not give lessons at the Yoga/Dance Studio without first obtaining the prior written consent from the Management.
- 33.6 The Management shall not be held responsible for any injuries, damages or loss sustained by user at the Yoga/Dance Studio.

34. Use of Sky Garden

- 34.1 The Sky Garden is open every day 7:00am to 7:00pm, except when the weather is unfavourable.
- 34.2 Children below twelve (12) years old are not allowed in the Sky Garden unless accompanied by an adult who shall be responsible for the safety of the children.
- 34.3 Users are responsible for the removal of all rubbish in the Sky Garden area and its surrounding areas and keep the area clean and tidy.
- 34.4 Users of the Sky Garden shall refrain from making excessive noise so as not to disturb other users.
- 34.5 Users shall take extra safety precaution when present at the Sky Garden due to its location.
- 34.6 The Management shall not be held responsible for any death or personal injuries to users or any loss and/or damage to personal property of users at the Sky Garden.

- Approved by Joint Management Committee on 17th December 2015.
 - Approved by Extraordinary General Meeting on 15th January 2016.
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35. Use of Surau

Guidelines governing the usage of the Surau as prescribes by the department of Islamic Development Malaysia (JAKIM) and/or Jabatan Agama Islam Selangor (JAIS) will be displayed inside the Surau.

36. Funeral, Bereavement Arrangement and Religious Ceremony

36.1 Residents/Tenants shall not hold such arrangement in their Parcels or within the Building compound and shall do so in a funeral parlour or place of worship of their own faith so as to observe the privacy of others in the Property.

36.2 The burning of incense paper, joss sticks or candles is not permitted on the Common Property. Residents shall be required to pay for damages to the Common Property caused by burning of the incense paper, joss sticks or candles. No Resident/Tenant shall be allowed to erect any shrine for any purpose in any part of the Common Property.

37. Annual General Meeting (AGM)

The AGM of the JMB/MC shall be held in accordance with the provisions of the Strata Management Act 2013 and the Strata Management (Maintenance and Management) Regulations 2015.

38. Extraordinary General Meeting (EGM)

The EGMs of the JMB/MC shall be held in accordance with the provisions of the Strata Management Act 2013 and Strata Management (Maintenance and Management) Regulations 2015.

39. Amendments to Additional By-Laws

The JMB/MC may amend the Additional By-Laws in accordance with the provisions of the Strata Management Act 2013 and Strata Management (Maintenance and Management) Regulations 2015.

40. Compliance with By-Laws Etc

Residents/Tenants shall observe and comply with all By-Laws, Additional By-Laws and other rules and regulations.

41. Disclaimer

The Management shall not be liable in any manner whatsoever for any death, personal injury, loss or damage to property occurring within the Parcel, in the Building or within the Property or in the course of using the Facilities arising from the carelessness, negligence or failure on the part of the Residents, Tenants, or Guests to abide by the By-Laws, Additional By-Laws or other rules and regulations.

42. Successors Bound

This Additional By-Laws shall be binding on the heirs, representatives, successors in title and permitted assigns.

43. Details of the Management

Management Office
Badan Pengurusan Bersama Mutiara Ville, Cyberjaya
Ground Floor, Block C, Mutiara Ville
Persiaran Sepang, Cyber 11
63000 Cyberjaya
Selangor Darul Ehsan
Tel : 03-8322 3719
Email : jmb.mutiaraville@gmail.com

- Approved by Joint Management Committee on 17th December 2015.
- Approved by Extraordinary General Meeting on 15th January 2016.

44. Useful Contact Numbers

The Management recommends the following numbers:

44.1	Police Department	
44.1.1	Cyberjaya	03-8318 2222
44.1.2	IPD Sepang	03-8706 2222
44.1.3	Police (Hotline)	999
44.2	Fire & Rescue Department	
44.2.1	Cyberjaya	03-8318 8944
44.2.2	Selangor	03-8070 7879
44.2.3	Fire (Hotline)	994
44.3	Hospitals	
44.3.1	Hospital Serdang	03-8947 5555
44.3.2	General Hospital KL	03-2615 5330
44.3.3	Hospital University Malaya	03-7950 2501
44.3.4	Institut Jantung Negara	03-2698 1333
44.3.5	Sunway Medical Centre	03-5632 7688
44.3.6	Subang Jaya Medical Centre	03-5634 1212
44.3.7	Puteri Malaysia Ambulance	1-800-888-999
44.3.8	BME Ambulance	03-7945 1111
44.3.9	Lifecare Ambulance	03-7785 1919
44.3.10	Ambulance (Hotline)	999
44.4	Highway Helplines	
44.4.1	Plus (North-South Expressway)	03-2692 0000
44.4.2	Elite	03-5031 1153
44.4.3	Kamunting	03-6258 8133
44.4.4	Kesas	03-5633 7188
44.4.5	Lebuhraya Damansara-Puchong	03-5632 9222
44.4.6	New Pantai Highway	1-800-88-8896
44.4.7	Pro-Lintas	03-2715 9374
44.4.8	Shapadu	03-3291 1833
44.4.9	Sprint	1800-88-6868
44.5	Taxi Services	
44.5.1	Super Cab	03-7875 7333
44.5.2	Comfort	03-7933 0495
44.5.3	Telecab	03-9221 1011
44.5.4	Public Cab	03-8776 4383 / 8776 4386
44.5.5	Airport Limousine	1-800-880-678
44.5.6	Airport Express Coach(KLIA)	03-8787 3894
44.5.7	Hentian Bas Duta	03-6253 3064
44.6	Others	
44.6.1	Rescue (Civil Defence)	991
44.6.2	Automobile Associate Malaysia	1-800-88-0808
44.6.3	KLIA Info Centre	03-8776 4383 / 8776 4386
44.6.4	MAS Services	03-8776 3000
44.6.5	Railway (KTM) Info	03-2273 8000
44.6.6	Indah Water Konsortium	03-2284 7828
44.6.7	Tenaga Nasional Berhad	1-5454
44.6.8	SYABAS	03-2282 2742
44.6.9	Malaysian Red Crescent	03-4257 8726

- Approved by Joint Management Committee on 17th December 2015.
 - Approved by Extraordinary General Meeting on 15th January 2016.
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APPENDIX "A"

RENOVATION PROCEDURE

1. Renovation Plan Approval

1.1 Approval from Relevant Authorities (If Necessary)

Residents/Tenants must ensure that all renovation works to be undertaken comply with the prevailing laws, acts, by-laws and regulations imposed by the Relevant Authorities. They must obtain the requisite approval from the Relevant Authorities, if necessary, and submit a copy of the approval to the Management for consideration before commencing the renovation work.

1.2 Submission of Renovation Plans to Management

Residents/Tenants must submit the proposed renovation plans to the Management for comments and approval before the commencement of the renovation work. Renovation work can only be commenced after the issuance of the Management's prior written approval.

1.3 Permission to Carry Out Renovation Work

Application for permission to carry out renovation work shall be made using the attached "Application for Renovation/Moving In/Moving Out (Form MV-PM-F06)". A processing fee of **RM100-00** and a renovation deposit are to be paid to the Management together with the application.

2. Renovation Limits

2.1 Façade

2.1.1 Residents/Tenants shall not, without the prior written consent by the Management, carry out any renovation work involving changes to the exterior or outward appearance or facade of the Building. These limitations include but are not limited to painting or other decorations of any nature, alteration to the windows installed in the external walls, balconies, installation of windows at the yard, tinting of any glass panels including the windows, doors, sliding doors, the affixing of grilles or awnings, the installation of electrical wiring, television antenna, parabolic dish, machines or air-conditioning compressors which may protrude through the wall or the roof of the Building or change the appearance of any portion of the Building.

2.1.2 The fixing of iron grilles to the windows or sliding doors or yard or any part of the Parcel or the exterior thereof shall not be carried out without the prior written approval of the Management. In the event approval is given, it shall follow the standard designs, patterns, colour and material approved by the Management. The fixing of light to the balcony shall also follow the standard specification and design approved by the Management and the fixing and replacement of lamps must be on same voltage and colour tone (warm white) approved by the Management in order to maintain the uniform image of the Development.

2.1.3 No awnings, shades, screens, Venetian blinds or any tinted film shall be erected or installed on any window and/or door without the prior written approval of the Management.

2.1.4 A copy of the specifications, designs, patterns, colours and materials for iron grilles can be obtained from the Management Office.

2.2 Structural Work

2.2.1 Residents/Tenants shall ensure that the renovation work to be carried out will not in any way affect the structure of the Building or the Common Property nor will it in any way cause any nuisance to any other Residents/Tenants without first obtaining the prior written approval of the Management and subject to the same being approved by the Relevant Authorities.

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 - Approved by Extraordinary General Meeting on 15th January 2016.
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- 2.2.2 Hacking work has to be carried out with due care to ensure that no damage is caused to the floor slabs, columns or beams of the Building or the Common Property.
- 2.3 **Electrical Work**
- 2.3.1 Residents/Tenants shall keep the Management advised on all additions or alteration work to the electrical layout and system.
- 2.3.2 No alteration or modification of the electrical circuit or upgrading of electricity supply is allowed unless alteration or modification is endorsed by a licensed electrical engineer and prior written approval of the Management is obtained.
- 2.3.3 A licensed electrical contractor must be engaged to undertake the electrical work in accordance with the requirements of JBE/TNB and the Management.
- 2.3.4 Tapping of electrical supply must be approved by the Management provided it is from the Parcel under renovation.
- 2.4 **Air-Conditioning Unit or Compressor**
- 2.4.1 Residents/Tenants shall not install any air-conditioning plant or equipment of any kind at the Common Property without the prior written approval of the Management. Air conditioner compressors are to be installed at the designated platform areas only.
- 2.4.2 The air-conditioner compressors have to be installed in the following manner:
- (a) Residents/Tenants shall place and install in a manner approved by the Management the air conditioner compressors at the designated platform area and they shall ensure that the pipes are concealed or finished as required by the Management. A plan of the air-conditioner layout and designated platform area can be obtained from the Management Office.
 - (b) Residents/Tenants shall at their own costs and expenses be responsible for the cleanliness, maintenance and upkeep of the designated platform area and shall not hold the Management responsible for any damage or loss to the air-conditioner compressors.
- 2.5 **Plumbing Work**
- 2.5.1 Residents/Tenants must submit proper drawings indicating the proposed plumbing work to be undertaken to the Management and the Relevant Authorities for approval before the commencement of the renovation work.
- 2.5.2 Where the work involves the alteration of tiles to bathrooms, toilets or kitchen wash areas, Residents/Tenants must ensure that proper waterproofing membrane is laid below the cement screed so as to prevent possible leakage or seepage of water to the units below or affecting the waterproofing of the floor slab. No relocation of the bathrooms, toilets or kitchen, yard is allowed.
- 2.5.3 Residents/Tenants shall be responsible for any damage or leakage down to the lower floors which may arise from their renovation work.
- 2.6 **Installation of Iron Grilles**
- Residents/Tenants shall not install iron grilles at the common corridor or staircase landing outside the entrance of the Parcel or any part of the Common Property.
- 2.7 **Balcony Lights**
- All lighting/lamps to be fixed at balcony should be of same colour (warm white). If in doubt, Residents/Tenants shall refer to the Management for advice.
- 2.8 **Non-compliance of Renovation Limits**
- In addition to the Management's right to bar the Car Park, Resident, Tenant and Guest Tags and to withdraw the parking privileges granted to the Residents/Tenants, the Management reserves the right to forfeit the renovation deposit and demolish or make good all such unauthorised alterations or additions after giving seven (7) days' written notice to the Residents/Tenants concerned requesting them to remove all such unauthorised alterations or additions. All costs incurred in such demolition, making good, relocate and/or removal of any unauthorised alterations or additions will be borne by the Residents/Tenants.

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 - Approved by Extraordinary General Meeting on 15th January 2016.
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3. Renovation Deposit

3.1 Payment of Renovation Deposit

- 3.1.1 Residents/Tenants have to pay a sum of:
- (a) **RM5,000-00** for major renovation; or
 - (b) **RM2,000-00** for minor renovation,
- 3.1.2 as renovation deposit to cover any damage caused during the renovation work or non-compliance of the conditions herein. This deposit shall be refundable free of interest upon completion of the renovation work according to the approved plans and to the Management's satisfaction and upon due compliance with all the terms therein.
- 3.1.3 Major renovation includes but is not limited to all wet works, furniture works including installation thereof, tearing and hacking of any of walls, floors, ceiling etc.
- 3.1.4 Minor renovation includes but is not limited to the installation of grills and electrical fittings such as heater, light, air-conditioners etc.
- 3.1.5 Notwithstanding it has not be expressly stated herein, the Management shall be the sole judge in determining the nature of the renovation works and demand the appropriate renovation deposit from the Residents/Tenants and such decision shall be final and conclusive on the Residents/Tenants.
- 3.1.6 The payment should be presented in the form of a crossed cheque or bankdraft in favour of "**JMB MUTIARA VILLE CYBERJAYA – MAINTENANCE**". Deductions will be made for any damage caused to the Common Property and/or any cleaning work required to be carried out by the Management.

3.2 Deduction from Renovation Deposit

- 3.2.1 Residents/Tenants shall at their own costs and expenses within seven (7) days of receipt of a notice of demand from the Management rectify all damage to the Building or Common Property caused by the Residents/Tenants, their employees, agents or contractors, failing which, the Management shall have the right but not the obligation to rectify the damage at the costs and expenses of the Residents/Tenants.
- 3.2.2 The costs incurred shall be deducted from the renovation deposit. If the renovation deposit is insufficient to cover the costs incurred, the Residents shall within seven (7) days upon the receipt of a notice from the Management pay to the Management the sums due failing which the Residents/Tenants shall pay to the Management interest at a rate of ten percent (10%) per annum from the due date until the date of full payment.
- 3.2.3 The Residents/Tenants or their contractors must keep the Building and Common Property clean and tidy. Residents/Tenants or their contractors are responsible for the removal of all renovation debris and redundant building materials out of the building premises on a daily basis. In the event of default by the Residents/Tenants/contractors, the Management shall have the right but not the obligation to carry out the same and any cost incurred thereby shall be deducted from the renovation deposit.

3.3 Refund of Renovation Deposit

- 3.3.1 Upon completion of the renovation work, Residents/Tenants are required to write to the Management for a joint inspection of the Parcel.
- 3.3.2 The Management shall refund the renovation deposit to the Residents/Tenants after confirmation that there is no damage or breach of the Resident's or Tenant's obligations or the damage and/or breach above has been made good or such repairs have been carried out and paid for.
- 3.3.3 The application for a joint inspection with the Management and refund of renovation deposit shall be made in "Request for Joint Inspection and/or Refund of Deposit" (Form MV-PM-F08).

- Approved by Joint Management Committee on 17th December 2015.
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4. Notes to Residents' Contractors

4.1 General

All contractors shall exercise their utmost care during the course of their work to ensure that they and their workmen do not litter, deface or damage any part of the Building. Contractors shall also ensure that their workmen do not cause any nuisance, noise or inconvenience to other Residents/Tenants of the Building. Contractors shall ensure that their workmen are properly attired and confined to the areas in which they are working.

4.2 Work Permit

- 4.2.1 Contractors shall apply for work permit from the Management at least twenty-four (24) hours prior to the commencement of renovation work and application shall be made in "Contractor's Registration Form" (Form MV-PM-F10).
- 4.2.2 List of names and NRIC numbers of workers who will carry out the renovation work have to be given to the Management. The workers will be issued with work passes by the Management.
- 4.2.3 Residents/Tenants shall inform the Management of the estimated length of time for the renovation of the Parcel.

4.3 Working Hours

- 4.3.1 Renovation work should be carried out during the following hours:
 - (a) Mondays to Saturdays 9:00am to 5:00pm.
- 4.3.2 However, hacking work or other work that causes excessive noise are only allowed to be carried out during the following hours so as not to disturb or affect the peaceful and quiet enjoyment of other Residents/Tenants:
 - (a) Mondays to Fridays 10:00am to 5:00pm.
 - (b) Saturdays 10:00am to 1:00pm.

4.4 Workers

- 4.4.1 Contractors shall provide or employ skilled workers to carry out the renovation work.
- 4.4.2 No illegal immigrants or workers shall be employed by the contractors in carrying out the works. The Management shall not be responsible for such act or acts by the Residents/Tenants or their contractors and the Residents/Tenants or their contractors shall indemnify the Management for all consequences arising there from.

4.5 Loading and Unloading

- 4.5.1 During renovation, all materials are to be delivered at the designated location. The designated Bomba lift should be used to transport materials to the designated Parcel. Contractors may contact the Management to book the designated Bomba lift with at least twenty four (24) hours prior notice.
- 4.5.2 Contractors must ensure that the lift is not overloaded and the lift doors and walls are not scratched or damaged. Residents/Tenants will be held responsible for any damage caused to the lift during the course of the contractor's work.
- 4.5.3 Contractors must further ensure that the vehicles carrying such materials for renovation shall not exceed 2.1 meters in height and/or 10 tons in weight.
- 4.5.4 The booking of Bomba lift can be made using the "Application for Renovation/Moving In/Moving Out" (Form MV-PM-F06).

4.6 Working Area Restrictions

- 4.6.1 All renovation work must be carried out within the Parcel only without encroaching into the Common Property or other Parcel. No work is allowed to be carried out at the Common Property.
- 4.6.2 No building materials and equipment are allowed to be stored/kept/left at the Common Property during the renovation period. The common corridors, fire escape routes etc shall not be obstructed at all times.
- 4.6.3 No littering is allowed at the Common Property and the fire exit staircases.

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 - Approved by Extraordinary General Meeting on 15th January 2016.
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4.7 **Precautions During Renovation**

During renovation, contractors should take all necessary precautions to avoid damage to the Building, the Common Property or other Parcels. Contractors must protect all Common Property with proper protection materials while renovation work is in progress and as directed by the Management. Residents/Tenants will be held responsible for any damage caused to the Building during the course of the contractor's work.

4.8 **Disposal of Debris and Cleaning**

Contractors are required to provide rubbish dump at the designated place and to remove all renovation debris and redundant building materials out of the building premises on a daily basis. No debris of any sort shall be dumped onto the Common Property or refuse bins or the main refuse chamber.

4.9 **Usage of Common Water and Electricity**

All Residents/Tenants/contractors are not allowed to use the tap water or electricity supply from the Common Property during renovation or when cleaning renovation dirt and debris.

5. **Individual Residents' Liabilities**

5.1 **Insurance Coverage**

5.1.1 Residents/Tenants shall effect and maintain their contractor's insurance to cover all risks, third party liabilities and workmen compensation covering the entire renovation period.

5.1.2 All insurance policies are to be submitted to the Management prior to the commencement of the renovation work.

5.2 **Indemnity To The Management**

Residents/Tenants shall indemnify and keep indemnified the Management from and against all actions, claims, demands, losses, damages, costs and expenses which the Management shall or may be or become liable as a consequence of the Residents/Tenants renovation work or of any acts, omission or negligence of the Residents/Tenants, their employees, agents and/or contractors during the renovation period and thereafter.

5.3 **Other Rules and Regulations and Procedures**

Residents/Tenants shall comply with all other rules and regulations and procedures from time to time set out by the Management with respect to the renovation work of the Parcel.

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- Approved by Joint Management Committee on 17th December 2015.
 - Approved by Extraordinary General Meeting on 15th January 2016.
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APPENDIX "B"

MOVING IN/OUT PROCEDURE

1. Moving-In and Moving-Out Hours

- 1.1 Moving-in/moving-out should be carried out at the following hours:
- 1.2 Mondays to Saturdays - 9:00am to 5:00pm.
- 1.3 A moving-in/moving-out notice must be given to the Management at least twenty-four (24) hours prior to the proposed date in "Notice of Moving In/Moving Out" (Form MV-PM-F05), so that the Management can make the necessary arrangements for security clearance and use of the designated Bomba lift. All goods to be moved out from the Building must get security clearance by showing copy of the duly filled/acknowledged "Notice of Moving In/Moving Out" (Form MV-PM-F05) to the security guard on duty.
- 1.4 The Management reserves the right to refuse access to the Resident's or Tenant's mover if they fail to notify the Management.

2. Payment of Moving Deposit

- 2.1 Residents/Tenants have to pay a sum of **RM1,000-00** as Moving Deposit to cover any damage to the lift and Common Property caused during the transportation of goods or non-compliance of the conditions herein. The deposit shall be refundable free of interest upon after confirmation that there is no damage to the lift or Common Property or breach of the Residents' or Tenants' obligations or the damage and/or breach above has been made good or such repairs have been carried out and paid for.
- 2.2 The payment should be presented in the form of a crossed cheque or bankdraft in favour of **"JMB MUTIARA VILLE CYBERJAYA – MAINTENANCE"**. Deductions will be made for any damages caused to the Common Property and/or any cleaning work necessary to be carried out.

3. Loading and Unloading

Residents/Tenants or their mover has to load and unload the goods at the designated loading and unloading area. Vehicles exceeding 10 tons in weight and/or 2.1 meters in height are not authorised to enter the Property.

4. Transportation of Goods Using Lift

- 4.1 Only designated Bomba lift should be used for transporting goods under the supervision of the Management and within the approved hours only. The booking of Bomba lift can be made using the "Notice of Moving In/Moving Out" (Form MV-PM-F05).
- 4.2 Residents/Tenants or their mover must ensure that the lift is not overloaded and the lift doors and walls are not scratched or damaged. Any damage caused shall be repaired at the expenses of the Residents/Tenants or their mover.
- 4.3 All transportation of furniture and bulky/heavy items exceeding the loading capacity of the lift can only be made via the staircase.
- 4.4 Residents/Tenants shall be held responsible for the making good of any damage to the Common Property arising from moving of goods into/out of the Building.
- 4.5 All empty boxes and packaging materials must be removed immediately by the mover from the Parcel and/or the Building. Dumping at the main refuse chamber is strictly prohibited.

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- Approved by Joint Management Committee on 17th December 2015.
 - Approved by Extraordinary General Meeting on 15th January 2016.
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APPENDIX "C"**FORMS**

	Form No	Particulars
1.	MV-PM-F01	Owner/Resident Information Sheet
2.	MV-PM-F02	Notice of Tenancy
3.	MV-PM-F03	Application for Resident/Tenant/Car Park Tag
4.	MV-PM-F04	Application for Guest Tag
5.	MV-PM-F05	Notice of Moving In/Moving Out
6.	MV-PM-F06	Application for Renovation/Moving In/Moving Out
7.	MV-PM-F07	Renovation - Letter of Authorisation & Indemnity
8.	MV-PM-F10	Contractor's Registration Form
9.	MV-PM-F08	Request for Joint Inspection and/or Refund of Deposit
10.	MV-PM-F09	Declaration for Lost/Stolen/Damaged Resident/Tenant/Guest/Car Park Tag
11.	MV-PM-F11	Booking Form 1 (Deposit Not Required)
12.	MV-PM-F12	Booking Form 2 (Deposit Required)

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