

Handbook
Tower B & C



TRI PINNACLE™
A VISION OF ASPEN

TANJUNG TOKONG
FREEHOLD

Contents

1. Preamble	1
2. Definitions	2
3. Duty Of Owner(s) And Resident(s)	3
3.1 Notification and Owner's Agent	3
3.2 Payment of Charges	4
3.2.1 Service Charges	4
3.2.2 Sinking Fund	5
3.2.3 Insurance Premium	5
3.2.4 Payment of Charges Due to the Management	5
4. Occupancy And Restrictions	6
4.1 Use of the Parcel	6
4.2 Nuisance	7
4.2.1 General	7
4.2.2 Noise	8
4.2.3 Plants	8
4.2.4 Keeping of Pets and Animals	9
4.2.5 Hanging of Clothes	9
4.2.6 Placement of Notices, etc.	9
4.2.7 Be Civic Conscious	9
4.3 Fire Risk	10
4.3.1 Storage of Noxious, Dangerous and Hazardous Goods	10
4.3.2 Burning	10
4.3.3 Precautions	10
4.3.4 Avoidance of Insurance Policy	10
4.3.5 Fire-Fighting and Installation of Equipment	11
4.4 Maintenance and Upkeep	11
4.4.1 Maintenance and Upkeep of the Parcel	11
4.4.2 Disposal of Waste	12
4.4.3 Maintenance and Upkeep of the Common Property by the Management	12
4.4.4 Access by the Management to Carry Out Repairs	12
4.5 Air-Conditioner and Compressors	13
4.6 Exterior and Façade	13
4.7 Conduct of Children	15
4.8 Other Restrictions	15
4.9 Use of Management's Employee	15
4.10 Shop Lots	16

5. Common Property And Areas	16
5.1 No Obstruction at Common Property	16
5.2 Elevators	16
5.3 Furniture and Equipment in Common Property	17
5.4 Common Garden and Landscaping	17
5.5 Parties and Functions	17
5.6 Liabilities for Damage to Common Property	17
6. Card Access System	18
6.1 Entry and Exit Access Cards	18
6.2 Car Park/Vehicle Access Cards	18
7. Use Of Car Parking Bays	19
8. Use Of Store Room	21
9. Security And Safety	22
9.1 Securing Your Parcel	22
9.2 Insurance Coverage	22
9.3 Visitor Access and Security Screening	23
9.4 Deliveries	23
10. Common Facilities	24
10.1 Usage of Common Facilities	24
10.2 General Rules and Regulations	25
10.3 Multi-Purpose Hall	25
10.4 Table Games Corner	25
10.5 Half Basketball Court	25
10.6 Children's Playground	26
10.7 Reading Corner	27
10.8 Reflexology Path	27
10.9 Hiking Track and Outdoor Fitness	27
10.10 Sky Gymnasium	28
10.11 Infinity Sky Pool & Jacuzzi	29
10.12 Children's Pool	30
10.13 Barbecue Lawn	30
10.14 Sky Lounge	31
10.15 Pocket Garden, Open Lawn, Viewing Deck and Sky Garden	31
11. Moving In And Out	32

12. Alterations And Modifications	32
13. Renovation Guidelines And Procedures	33
A. Preamble	33
B. Renovation	33
i. Statutory Requirements	33
ii. Renovation Application	34
iii. Renovation Period	34
iv. Working Hours	35
v. Renovation Deposit	35
vi. Renovation Covenants	36
vii. Developer Liability	37
viii. No Intrusion	38
ix. Damage	38
x. Security Check	38
xi. Identification Passes	38
xii. Parking and Movement of Vehicles	39
xiii. Water and Electricity	39
xiv. Packing/Crating Materials	39
xv. Protective Cover	40
xvi. Storage	40
xvii. Conduct and Behaviour of Contractor	40
xviii. Inspection	40
xix. Work Stoppage	40
xx. Electrical and Plumbing Installations	41
xxi. Peaceful Renovation	41
xxii. Indemnity	41
14. Management	42
15. Annexure A	
Strata Management (Maintenance & Management)	
Regulations 2015	44
Annexure B	61
Annexure C	62
Emergency Contacts	63

01 Preamble

INTRODUCTION

This Handbook contains amongst others the House Rules and Regulations of “TRI PINNACLE” and other useful information for the Residents of TRI PINNACLE.

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

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

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

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

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

02 Definitions

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

- a. “Owner(s)” means the persons, who own a Parcel and who has a legal title to the same.
- b. “Guest(s)” means any persons other than a Resident whose presence in TRI PINNACLE is at the invitation of a Resident.
- c. “Tenant(s)” means any persons occupying a Parcel pursuant to a licence, consent or permission, express or implied or pursuant to any valid written lease or tenancy agreement or other similar arrangement with the Owner(s), irrespective of whether the licence, consent or permission or lease, tenancy agreement or other similar agreement may have been subsequently revoked, lapsed and/or terminated.
- d. “Resident(s)” means any persons who is either a Lessee, Tenant or Owner of one of the Parcels and is presently residing in a Parcel in TRI PINNACLE.
- e. “Lessee(s)” means any person who is/are for the time being leasing one of the Parcels and who is also using, occupying and/or residing therein.
- f. “Owner(s) and/or Resident(s)” when used together herein shall mean to include his Invitees or other occupiers occupying the said Parcel and their employees, agents, servants and contractors.
- g. “Management” means the Developer or Joint Management Body or Management Corporation (when formed) or any appointed Property Manager authorised by the Developer or Joint Management Body or Management Corporation (when formed) to enforce these House Rules and Regulations and shall include its successors, assignees and persons deriving title thereunder.
- h. “Property Manager” means the company appointed and authorised by the Developer or Joint Management Body (when formed) or Management Corporation (when formed) to manage TRI PINNACLE.
- i. “Invitee(s)” means any persons who are not occupants of any Parcel within the Buildings but whose presence are at the invitation of an Owner, a Lessee or a Tenant and includes without limitation to the Owner's, Lessee's or Tenant's family members, employees, Guests, agents, servants, workmen, licensees, visitors, contractors or other Invitees(s) and “Invitee” shall be construed accordingly.
- j. “Common Property” means any place of TRI PINNACLE and the Buildings which are not comprised in any Parcel (including accessory parcel) which shall include but is not limited to the structural elements of the Buildings, 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 Buildings, roof, playing fields and recreational areas, driveways, open spaces [except and excluding those which are an individual Parcel (to be stratified) for sale and/or have been accessorised], landscape areas, walls and fences, and all other facilities and installations and

any part of the land used or capable of being used or enjoyed in common by all occupiers of the Buildings.

- k. "Common Facilities" mean such common rooms, spaces and facilities serving the housing development, and the services provided or to be provided in relation thereto, as specified herein and as may be reviewed and varied by the Management at its absolute discretion at any time and from time to time.
- l. "Buildings" mean Tower A, Tower B and/or Tower C of TRI PINNACLE.
- m. "Parcel" means a unit within TRI PINNACLE and as defined in Section 2 of the Strata Management Act 2013.
- n. "Appropriate Authorities" mean in relation to any matter or issue, the government, semi-government, quasi-government, statutory or public authority, agency, body, department or organisation (and includes a ministry or minister or other public official or statutory person) which has the jurisdiction over, or the right, power and authority, to control, administer, determine or otherwise decide on such matter or issue.
- o. "Strata Management Act 2013" includes the Strata Management (Maintenance and Management) Regulations 2015 and any enactment as re-enacted, replaced or modified from time to time, whether before, on or after the date hereof.
- p. "Developer" means Aspen Vision Ventures Sdn Bhd (Company No. 1048997-T), a company incorporated in Malaysia with its registered office at Suite 16-1 (Penthouse Upper), Menara Penang Garden, 42A Jalan Sultan Ahmad Shah, 10050 Penang and a place of business at No. 300, Jalan Macalister, 10450 Georgetown, Penang.
- q. "Other Owner(s)" means the collective reference to all the Other Owners (other than the Owner) and/or occupants of the other Parcels.

03 Duty Of Owner(s) And/Or Resident(s)

3.1. Notification and Owner's Agent

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

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

The Owner(s) shall notify the Management when the Parcel is tenanted. The Owner(s) shall furnish the Management with complete details of the tenancy and ensure that the Tenant(s) submits a "Unit Occupier Form" to the Management together with the tenancy agreement/ lease agreement.

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

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

3.2. Payment of Charges

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

3.2.1. Service Charges

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

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

- l. Remuneration or fees for staff engaged to manage TRI PINNACLE and any appointed managing agent acting as Property Manager; and
- m. Meeting other expenses of a general or regular nature relating to the maintenance and management of TRI PINNACLE.

3.2.2. Sinking Fund

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

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

3.2.3. Insurance Premium

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

3.2.4. Payment of Charges Due to the Management

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

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

- a. A defaulters' list showing the amounts owed can be displayed on notice boards;
- b. The Management can deactivate the defaulter's electro-magnetic access card without prior notice. The defaulter can be asked to sign a register upon every entry/exit. A fee not exceeding RM50 can be charged for reactivation of the device upon settlement of arrears;
- c. Use of common facilities/services, including car park bays, can be suspended;
- d. The Management can demand payment of arrears by issuing such forms as prescribed by any relevant regulations or by such other means as may be determined by the Management at its discretion;

- e. A defaulter who fails to comply with such a notice of demand commits a criminal offence, and upon conviction, without reasonable excuse, can be fined up to RM5,000 or jailed for not more than three years, or both;
- f. The defaulter can be further fined up to RM50 for every day the offence continues after conviction; and/or
- g. If the debt due is not settled within the stated fourteen (14) day period in the notice of demand, the Management can file a claim in the Strata Management Tribunal to recover the sum. Failure to comply with an award made by the tribunal is a criminal offence and, upon conviction, the defaulter can be fined up to RM250,000 or jailed for not more than three years, or both. The defaulter can also be further fined up to RM5,000 for every day the offence continues after conviction.

04 Occupancy And Restrictions

4.1. Use of the Parcel

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

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

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

- a. Funeral parlour or any related or similar businesses or activities including without limitation the marketing of plots of land for burial of the dead;
- b. Any businesses or trades in connection with the supply of items or services for funerals and other funeral related occasions;
- c. Any businesses or trades in connection with or related to the supernatural and/or the occult;
- d. The setting up of places of worship and prayer in respect of any cult, religion or belief including the carrying out of any funeral rites;

- e. As workshops for any type of vehicles (motorised or otherwise) including but not limited to motorcars, motorcycles or bicycles;
- f. Any activities which emit, accumulate or disseminate or may emit accumulate or disseminate any unpleasant odour, fumes or dirt or cause nuisance to the Other Owner(s), their Invitee(s), general public and the neighbouring occupiers;
- g. Any activities dealing with substances and chemicals of an explosive, volatile, combustible and/or dangerous character and their by-products;
- h. Any unlicensed businesses or trades for public entertainment and amusement which involve gaming in/of any form;
- i. Any immoral, improper, offensive or unlawful businesses or trades including without limitation the operation of brothels or any activities which involve illegal businesses in any form;
- j. A place for public or private auction;
- k. Any religious or political activities;
- l. Unlicensed video games or other types of recreational activities (including but not limited to pinball and/or billiard and/or snooker parlours);
- m. Unlicensed massage parlours, any forms of social escort agencies or any related activities;
- n. Conduct or permit or suffer to be conducted in, on or about the said Parcel any auction, garage sales, or large gatherings nor shall any funerals or bereavement arrangements or services be held within the said Parcel;
- o. Permit the parcel to be rented for commercial use as hostels, boarding homes, commercial homestays such as Airbnb or anything similar;
- p. Permit the parcel to be let on short term rental of any sort whatsoever. Short term rental is deemed to be any periods less than twelve (12) months in duration; or
- q. Any other activities which in the opinion of the Management are injurious or prejudicial to the reputation of TRI PINNACLE.

4.2. Nuisance

4.2.1. General

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

- a. Throw or allow to fall, or permit to be thrown or to fall, any paper, rubbish, refuse, cigarette or cigarette butts or other substance whatsoever out of any window or door or down any staircase from any part of the said Parcel nor allow any rubbish or anything else to accumulate on the balcony or terrace or yard which may fall therefrom;

- b. Allow or cause to allow any garments, rugs, mops or objects to be dusted, shaken or cleaned from windows, balconies, terraces, yards, stairways, corridors, fire escape areas or anywhere in the said Parcel and/or the Common Property; and
- c. Allow or cause to allow the said Parcel to be in a state of disarray and unhygienic. The Owner(s) shall keep clean and hygienic the said Parcel and take all practicable measures to prevent any infestation by any insects, pests or vermin.

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

4.2.2. Noise

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

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

4.2.3. Plants

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

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

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

4.2.4. Keeping of Pets and Animals

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

4.2.5. Hanging of Clothes

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

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

4.2.6. Placement of Notices, etc.

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

4.2.7. Be Civic Conscious

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

4.3. Fire Risk

4.3.1. Storage of Noxious, Dangerous and Hazardous Goods

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

The Owner(s) and/or Resident(s) shall not store arms, ammunitions and unlawful goods which in the opinion of the Management is of a noxious or dangerous or hazardous nature.

Highly combustible materials and substances shall be properly packed and labeled for disposal by a professional carrier approved by the Management at the own cost of the Owner(s) and/or Resident(s).

4.3.2. Burning

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

4.3.3. Precautions

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

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

4.3.4. Avoidance of Insurance Policy

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

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

4.3.5. Fire-Fighting and Installation of Equipment

Owner(s) and/or Resident(s) shall not remove, damage or tamper with any fire-fighting installation and equipment installed in the Buildings or the Common Property.

4.4. Maintenance and Upkeep

4.4.1. Maintenance and Upkeep of the Parcel

- a. The Owner(s) and/or Resident(s) acknowledges and agrees that the wall separating the said Parcel from the adjoining parcel and/or Buildings shall be deemed to be a party wall or the party walls (as the case maybe) and shall be maintained and kept in repair at the joint cost and expense of the Owner(s).
- b. Owner(s) and/or Resident(s) shall keep clean all glass windows and doors at the boundary of the Parcel and shall not use the Parcel in any manner which may cause accumulation of dirt, rubbish or debris of any kind in or outside of the Parcel.
- c. All maintenance, repairs and replacements in or to the Parcel whether structural or otherwise including but not limited to the maintenance, repair or replacement of screens, windows, the exterior side of the door and plumbing and air-conditioning fixtures and equipment, if any within the Parcel shall be performed by the Owner(s) or Resident(s) at his own cost and expense.
- d. Owner(s) and/or Resident(s) shall not do or allow anything to be done which might result in clogging or damage to the sewage and drainage pipes and or any utilities services serving the said Parcel and/or the Buildings.
- e. Owner(s) and/or Resident(s) shall not allow, do or keep in the said Parcel any article or thing which may overload or impair the floors, walls or roofs thereof.
- f. The Owner(s) shall not use the water closets, conveniences and other water apparatus including waste pipes and drains for any purpose other than those for which they were constructed and no rubbish or other unsuitable substances shall be deposited therein, and the Owner(s) shall not do or allow to be done any act, matter or thing which may result in the clogging of or any damage to the sewers or drains in, on, under or about of forming part or serving the said Parcel in which event the Owner(s) shall be liable for all damages, costs and expenses incurred by the Management in remedying such damage or blockage and the Owner(s) shall on demand pay to the Management all such damages, costs and expenses incurred within fourteen (14) days from the date of the Management's notice of demand.
- g. All Residents are required to remove any materials trapped in the floor traps of the bathrooms and wash areas so that water pounding and leakage to Parcel below can be prevented.

4.4.2. Disposal of Waste

- a. Owner(s) and/or Resident(s) shall not throw rubbish, dirt or other refuse or permit the same to be thrown into the sinks, lavatories, cistern or soil pipes in the said Parcel or elsewhere in the Buildings save and except in the proper bin or other container or through the refuse bins provided or in any area or location designated by the Management.
- b. Refuse shall be secured in non-porous Polythene bags before being placed in the refuse bins. All refuse shall be discarded in accordance with any guidelines or regulations in respect of segregation of waste at source imposed by the Appropriate Authorities. Combustible substances such as paint and petroleum products shall not be placed in the refuse bins.
- c. Personal Refuse Bin Compartment (PRBC) at the entrance to the Parcel is meant for refuse which are dry and Owner(s) and/or Resident(s) shall not dispose of organic waste and refuse or big bulky refuse or electrical refuse of in the PRBC. The Management shall collect the refuse from the PRBC in the allocated time to be disposed off. Any units disposing organic waste (food, plant, animal and other organic materials) and refuse and/or big bulky refuse and/or electrical refuse in the PRBC shall be fined by the Management as stated in Item 14.7.
- d. It is mandatory for all Owners in to install a door grille at the PRBC in accordance with the grille design approved and designed by the Management as annexed hereto as Annexure B and all the costs and expenses incurred thereto by the Management for affixing the grille shall be solely borne by the Owner(s) and to be paid by the Owner(s) forthwith upon request by the Management.
- e. Owner(s) and/or Resident(s) shall dispose off wet organic waste and refuse at the allocated refuse centre on Level 9 and Ground Lobby. The wet refuse shall be wrapped in newspapers and sealed in non-porous Polythene bags before being placed in the refuse bins to prevent dripping on the floor.
- f. The allocated refuse centre is limited to ordinary domestic refuse. Resident(s) shall make his own arrangement to dispose of heavy or bulky objects such as packing cases, packing materials, mattresses, cartons, discarded pieces of furniture items at their own cost.
- g. All residents are required to practice the culture of recycling to promote a better environment and the Management has allocated recycle bins at the refuse centre on Level 9.

4.4.3. Maintenance and Upkeep of the Common Property by the Management

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

4.4.4. Access by the Management to Carry Out Repairs

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

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

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

4.5. **Air-Conditioner and Compressors**

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

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

4.6. **Exterior and Façade**

- 4.6.1. Owner(s) and/or Resident(s) shall not cause or permit to be caused on, within and/or around the exterior and/or interior of any balcony or terrace or yard appurtenant to the said Parcel any or all of the following:-
 - a. to be enclosed whether partially, fully and/or completely and whether permanently, semi-permanently or otherwise;
 - b. to be covered by any awning, canopy, erection or such other structure whether permanent, semi-permanent, movable or otherwise or by whatever name called;
 - c. to be increased in size, depth, altered in configuration, renovations, improvements and/or changes;

- d. to be put, stored, laid, deposited, erected, placed, constructed and/or positioned any erection, structure, and/or monument, irrespective of size and whether permanent, semi-permanent, movable or otherwise; and
- e. to be put, stored, laid, deposited, planted, placed and/or positioned any vegetation save and except with the prior written consent from the Management.

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

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

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

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

4.6.6. Owner(s) and/or Resident(s) shall not affix, erect or attach or cause to be affixed, erected or attached upon any part of the exterior of the said Parcel or outside any windows thereof, any external blinds, shades, awnings, screens or grilles, and any placard, poster, notice, advertisement, name sign whatsoever which are visible from the outside or otherwise do anything to alter or affect any part of the external appearance of the said Parcel and Buildings.

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

4.6.8 The Owner(s) and Resident(s) undertakes that they shall abide by the Grille Guideline and locations whereby in default of which the Management may upon giving forty eight (48) hours' notice in writing to the Owner(s), proceed to remove such structure and the costs incurred as a result thereof shall be borne by the Owner(s) and shall be deemed a debt due from the Owner(s) to the Management and the Owner(s) shall on demand pay to the Management the costs incurred within fourteen (14) days from the date of the Management's notice of demand.

4.7. Conduct of Children

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

4.8. Other Restrictions

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

- a. For safety reasons, install and/or cause to install any electrical sockets or electrical power points and/or use any electrical equipment or appliance which do not come with the certification mark of SIRIM and may result in the increase in the voltage supply to the said Parcel without the prior written consent of the Management;
- b. Allow or cause to be allowed erect upon, affix to the said Parcel or any part thereof any machinery, mechanical, scientific, electrical apparatus except radio, television receiving sets (with indoor aerial) and the usual domestic electrical apparatus and in the event that such written consent is being given, the Owner(s) shall ensure that the same is properly fitted with the approved suppressors without any electrical interference to the Other Owner(s); and
- c. Leave and/or store any goods, chattel and/or vehicle which may cause danger, nuisance, inconvenience or obstruction to others and/or which may result in damage/destruction of any fauna/flora and/or any landscaping in, on and/or about the Common Property and/or any part of the Buildings.

4.9. Use of Management's Employee

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

4.10. Shop Lots

Shop lots or retail lots ("Shop Lots") within TRI PINNACLE are Parcel(s) and are not part of the Common Property or Common Facilities. Such retail/business/commercial activities and/or services at the Shop Lots shall be determined by the Developer at its absolute discretion subject always to any changes that may be implemented from time to time or at any time by any private entities providing or causing to provide such activities and/or services in the Shop Lots as allowed or authorised by the Developer. The Developer and/or Owner(s) of the Shop Lots may organise or permit to be held on or allow the use of the Shop Lots for such promotional or publicity campaigns, festivals, carnivals, bazaars, and other activities of a similar nature. These activities organised or permitted to be held by the Developer and shall not be a cause for complaint by Other Owner(s) or Resident(s) whether for nuisance or otherwise nor shall they form the basis for non-payment or delay of any payment due and payable hereunder.

05 Common Property And Areas

5.1. No Obstruction at Common Property

- a. The sidewalks, passages, lobbies, fire escape staircases, common corridors and any other ingress or egress of the Buildings shall not be obstructed at any time, or used for any other purpose other than their designated use only.
- b. Owner(s) and/or Resident(s) are not permitted to place, leave, store or caused to be placed any refuse, furniture or other such personal property such as motorcycles, bicycles, tricycles, children's toys, and the like or any other personal property (except for areas designated for such purposes) or use any such Common Property as storage space.
- c. Owner(s) and/or Resident(s) shall not lock or obstruct any fire exits that are statutorily required to be accessible under the provisions of the relevant rules and by-laws.
- d. To prevent obstruction via traffic interruption, Owner(s) and/or Resident(s) shall comply with the traffic flow system at the egress and ingress points.
- e. No vehicle shall be parked at the roadside which interfere with the right of ingress and egress to adjacent roadways or drive ways of third parties or other road users which shall cause an obstruction.

5.2. Elevators

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

- a. Smoking in the lifts are strictly prohibited;
- b. No person shall wear a wet bathing suit, drink or eat in the lifts;
- c. Bicycles and any motorised form of transport, other than wheelchairs, are not to be placed in any lift;

- d. No person shall tamper with any of the control panels as it may prevent the proper function of the lift;
- e. In the event of power failure, fire or other emergencies, Owner(s) and/or Resident(s) shall not use the lifts but the stairways to vacate as per the emergency response plan. The Management office is in possession of the emergency response plan and evacuation procedure manual; and
- f. The Owner(s) and/or Resident(s) shall inform the Management of shifting of heavy and bulky items using lifts at least twenty-four (24) hours in advance so that proper arrangements can be made to avoid inconvenience to others and shall ensure that the lift is not overloaded and the lift doors and walls are not scratched or damaged.

5.3. Furniture and Equipment in Common Property

All furniture and equipment placed and/or installed in the Common Property or Common Facilities have been provided for the safety, comfort and convenience of all Resident(s) and therefore shall not be damaged or removed or altered without the permission of the Management.

5.4. Common Garden and Landscaping

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

5.5. Parties and Functions

Owner(s) and/or Resident(s) are not permitted to use the lobby and other Common Property for any private functions except at the designated area for such functions. Parties and functions shall be confined within the Parcel or held at the multi-purpose hall or sky lounge up to 11.00 p.m. to avoid disturbance to Other Owner(s) and/or Resident(s).

5.6. Liabilities for Damage to Common Property

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

06 Card Access System

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

6.1. Entry and Exit Access Cards

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

- a. The Owner(s) shall carry his access card at all times;
- b. The Owner(s) shall be given two (2) pieces of access cards per Parcel free of charge. However, such access cards shall remain the property of the Management. Any additional/replacement access cards (subject to availability) may be charged. A surcharge may be imposed for replacement of a lost access card;
- c. The access cards are non-transferable and are meant to be for the Owner's and/or Resident's own use and shall be retained in the proper care and control of the Owner(s) at all times. Prior written notification shall be given to the Management if such access cards are given to his Invitee(s), or other occupiers occupying the said Parcel and their employees, agents, servants and contractors of the Owner(s). The Management shall be kept updated of any and all changes. If such access card is lost or stolen, the Owner(s) shall report such loss or theft to the Management in writing;
- d. Additional cards at a maximum of two (2) per Parcel may be obtained from the Management at RM50.00 per additional access card or at such charges as may be determined by the Management;
- e. Lost or damaged access cards may be replaced. A penalty of RM100.00 per access card may be charged or at such amount of penalty as may be determined by the Management;
- f. The Management reserves the right to confiscate any access cards which have been misused by the Owner(s) and/or Resident(s); and
- g. The Management reserves the right to deactivate the access card(s) in accordance with Item 3.2.4(b) or at its discretion.

6.2. Car Park/Vehicle Access Cards

As part of the security, the same access card for Item 6.1 shall have access to the car park area depending on the entitlement of car park bays allocated to the said Parcel in accordance with the individual strata title. The access card allows access of vehicles through the main entrance or at such other access as may be determined by the Management.

07 Use Of Car Parking Bays

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

- a. On no occasion is the Owner(s) and/or Resident(s) permitted to park his car and/or any other vehicle (motorized or otherwise) in any car parking bay(s) other than the designated car parking bay(s) allocated to the Owner(s) and/or Resident(s). The Owner's or Resident's car or vehicle shall at all times be properly parked within the designated car parking bay(s).
- b. The car parking bay(s) shall be used for the parking of passenger car(s) only.
- c. Any such car parked at unauthorised bays shall be clamped or towed away by the Management at the Owner's or Resident's costs and the Management reserves the right to impose and charge a fine on the Owner(s) and/or Resident(s) at such rate or rates at the absolute discretion of the Management.
- d. The Management shall also have the right to clamp the wheels or immobilise any vehicle, without prior warning, if found in breach of the rules herein. The wheel clamps and immobilizers will only be released upon payment of the following amounts to the Management, which may be varied by the Management from time to time:-

First Time Offence	: RM50.00
Second Time Offence	: RM100.00
Third Time Offence	: RM200.00
- e. The Management shall also have the right to tow away and/or remove any car and/or any other vehicle (motorised or otherwise) left abandoned in the Common Property or any part of the Buildings.
- f. The Management shall reserve the right to suspend and/or terminate the use of the car park access card and/or not to provide or renew such car park access card to the Owner(s) and/or Resident(s) until and unless all and/or any outstanding sum due to the Management by the Owner(s) and/or Resident(s) has been fully settled by the Owner(s) and/or Resident(s).
- g. Except for minor repair works which do not create or cause any nuisance or inconvenience to other occupants, no repair work on the Owner's/Resident's, or his Invitee's, car(s) and/or vehicle(s) shall be permitted on the assigned car parking bay(s).
- h. The Management reserves the right to stipulate from time to time any other terms and conditions relating to the use and access to the car parking area or to impose on the Owner(s) and/or Resident(s) such other terms and conditions as may be imposed by the Appropriate Authority.

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

- s. The Owner(s) shall have an unobstructed use of the car parking bay(s) provided always that the Owner(s) shall have paid all monies due and owing by the Owner(s) to the Management, in the event there are monies unpaid for the Charges due from the Owner(s) and/or Resident(s) to the Management, the Management shall be entitled to stop and refuse entry of the Owner's/Resident's car or vehicle into the car parking bay(s) or Buildings, until such time the Owner(s) and/or Resident(s) makes full payment of the outstanding amounts due.

08 Use Of Store Room (If Applicable)

The Owner(s) irrevocably and unconditionally covenants and undertakes to use the store room(s) solely for its/their purpose and not for any other purpose which is not the purpose of its/their built and subject to the House Rules and Regulations herein or such other rules or regulations as may be made by the Management from time to time:-

- 8.1.** The Owner(s) and/or Resident(s) shall use the store room(s) as a place for storage of goods only and shall not do or permit to be done therein any work and/or any activities of commercial nature or otherwise.
- 8.2.** The Owner(s) and/or Resident(s) shall lock and shall ensure that the store room(s) or the common door to the store room(s) at the Habitat @ 13 Pinnacle remain locked at all times.
- 8.3.** The Owner(s) of store room(s) located on the Habitat @ 13 Pinnacle are required to install the roller shutter design as approved by the Management as annexed hereto as ANNEXURE C.
- 8.4.** The Owner(s) and/or Resident(s) cannot and shall not use or permit the store room(s) to be used as a place:-
- a. For lodging, sleeping, cooking, garage sale, flea market, direct sales, parties, gathering, meeting or any such purposes;
 - b. For garbage, rubbish or trash disposal;
 - c. For worship or prayer in respect of any cult, religion or belief;
 - d. For sanding, painting, welding, soldering or operating of tools or equipment;
 - e. For practicing or playing musical instruments (individual or group);
 - f. For any illegal or unlawful or immoral purpose; or
 - g. For any activities which may in the Management's sole judgement cause uncomfortableness or annoyance or nuisance to the public.
- 8.5.** The Owner(s) and/or Resident(s) shall not display or permit to be displayed on the walls of the store room(s) or any part thereof any advertisement notice bill or name-plate.

- 8.6.** The Owner(s) and/or Resident(s) shall not store or permit to be stored in about or near the store room(s) or any part thereof:-
- a. Any stolen goods or other illegal items;
 - b. Any explosives, ammunition, dangerous or hazardous chemicals;
 - c. Any corrosive materials;
 - d. Any flammables or oil soaked rags;
 - e. Any improperly packaged spoilable foods;
 - f. Any live animals or other live stocks;
 - g. Any goods or anything that could make or cause loud noises;
 - h. Any noxious (harmful or injurious to health) goods; or
 - i. Any goods or items with excessive odours which may cause uncomfortableness or annoyance or nuisance to the public.
- 8.7.** The Owner(s) and/or Resident(s) shall not:-
- a. Allow smoking in about or near the store room(s); or
 - b. Allow any motorized vehicles to be brought into the store room(s).
- 8.8.** The Owner(s) and/or Resident(s) shall not in any manner whatsoever assign, sublet or sublease the store room(s) or any part thereof without the prior written consent of the Management.
- 8.9.** All users of the store room(s) shall use the store room(s) at their own risks, the Management shall not in any manner whatsoever be responsible or liable to the users for any loss, damage, injury to or death of any person/property incurred and/or sustained by the users or for any loss and/or damage to their personal property.

09 Security And Safety

9.1. Securing Your Parcel

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

9.2. Insurance Coverage

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

9.3. Visitor Access and Security Screening

- a. All visitors are subject to screening by the security guard and registration at guard house where particulars of the visitors, their vehicle registration number, their time and purpose of entering the premises and which Parcel they intend to visit are recorded or in other such manner as directed by the Management.
- b. Owner(s) and/or Resident(s) are to register the complete details and work schedule of tuition teachers, outsourced maids, nannies and drivers.
- c. All Owner(s) and/or Resident(s) are responsible in informing their visitors of the House Rules and Regulations and to comply with all the House Rules and Regulations. Owner(s) and/or Resident(s) shall be held responsible for their proper conduct within the premises and be liable for any loss or damage suffered by the Common Property, plant, furniture and equipment caused by their Invitee(s).
- d. Where the visitor is an invited Guest(s), the Owner(s) and/or Resident(s) shall inform the guard house in advance and provide the particulars as stated in Item 9.3(a) with the expected time of arrival to facilitate smooth entry, or in other such manner as directed by the Management.
- e. If a visitor shows up unexpectedly without any notification to the security guard by the Owner(s) and/or Resident(s), the visitor will have to call the Owner(s) and/or Resident(s) concerned for security clearance and they may be subject to one of the procedures above or in other such manner as directed by the Management.
- f. If visitor parking bays are available, the guard may issue a visitor parking pass (or any other control method) for the visitor to enter and/or display on their dashboard when parking at the visitor's carpark.
- g. Visitor's car park bays are strictly for registered visitors and Guest(s) only. Owner(s) are not allowed to park at the designated visitor car park bays. Not more than two (2) vehicles of Invitee(s) or Guest(s) are allowed into TRI PINNACLE for duration of more than forty eight (48) hours or overnight at any one time for each Parcel, unless with prior written approval from the Management or in other such manner as directed by the Management.

9.4. Deliveries

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

10 Common Facilities

10.1. Usage Of Common Facilities

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

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

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

10.2. General Rules and Regulations

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

- a. Only Residents are allowed to use/book Common Facilities. Non-resident Owner(s) have assigned their rights to their Tenant(s).
- b. The employees of the Owner(s) and/or Resident(s) are not permitted to use the Common Facilities.
- c. Ball games are not allowed within the compounds of the Buildings except at areas designated for such games.
- d. Children aged twelve (12) years and below should not use any of the recreational facilities unless accompanied by their parent(s) or a supervisory adult, who shall be responsible for their safety and conduct.
- e. Resident(s) must be properly attired when using the Common Facilities. Appropriate shoes (non-marking) must be worn when using gymnasium equipment, exercise area, etc to avoid damages to the surface of Common Facilities.
- f. Except for those games and activities for which it is intended for, no other games or activities such as football, roller skating/blading, skateboarding and horseplay of any sort will be allowed in or near the recreation facilities.
- g. Smoking around the Common Facilities and area is strictly prohibited.
- h. No littering and spitting, repugnant behaviour is allowed and all litter must be disposed in designated refuse bins.
- i. The Owner(s) and/or Resident(s) shall at all times observe and comply with all instructions, warnings, signboards and all signs and notices put in or about the Common Property by the Management.
- j. Use of any outdoor facilities during a thunderstorm is strictly prohibited.
- k. The Management will not take any responsibility for any accident or accidental bodily injury, loss or damage to personal property or any other losses or damages that may be suffered or incurred, during the use of any of the following Common Facilities.
- l. Operations of any Common Facilities are subject to change by the Management at their discretion, if required.

FACILITIES: HABITAT @ 13 PINNACLE

10.3. Multi-Purpose Hall

- a. The multi-purpose hall is available daily from 9.00 a.m. to 11.00 p.m. or at such other period as may be determined by the Management from time to time.

- b. The Owner(s) and/or Resident(s) intending to use the multi-purpose hall is advised to make early reservation to avoid disappointment. The reservations are made on a first-come, first-served basis.
- c. Any event to be held at the multi-purpose hall must be approved by the Management.
- d. A nominal fee of RM200.00 and refundable deposit of RM200.00 shall be paid by the Resident(s) making the reservation. The deposit shall be refunded to the Resident(s) without interest after the Management is satisfied with the cleanliness and condition of the multi-purpose hall.
- e. The Management may at their discretion revise the fee and/or the deposit amount, if required.
- f. All rubbish should be cleared from the hall after use.
- g. Owner(s)/Resident(s) are responsible for the behaviour of their Guest(s) at the function. All invited Guest(s) must behave properly. Wild and indecent acts are strictly prohibited.

10.4. Table Games Corner

- a. Children aged twelve (12) years and below shall be accompanied and supervised by an adult at all times, who shall be responsible for the conduct and safety of the children.
- b. Table games at the table games corner are on a first-come, first-served basis.
- c. Smoking is strictly prohibited in the table games corner.
- d. No food and drinks (except water) is allowed.

10.5. Half Basketball Court

- a. The court is open from 8.00 a.m. to 9.00 p.m. daily, or at such other period as may be determined by the Management from time to time, except when closed for maintenance.
- b. Bookings can be made up to 3 days in advance and will be accepted on a first-come, first-served basis. In the case of no-show the courts can be used by others or those on the reserve list after 15 minutes grace period.
- c. Please request the Management/Security to open the court door to gain entry and users are required to inform Management/Security personnel to lock up the court after the use of the facility.
- d. No food and drinks (except water) is allowed.
- e. Users of the courts shall be in proper attires. No street shoes are allowed, only flat non-marking rubber soled sports shoes are to be worn in the court.
- f. No wet swim wear to be worn in the court.
- g. For safety, please do not use the court during wet weather condition. Use of any outdoor facilities during a thunderstorm is strictly prohibited.

10.6. Children's Playground

- a. Children aged twelve (12) years and below shall be accompanied and supervised by an adult at all times, who shall be responsible for the conduct and safety of the children.

- b. All the equipment placed and/or installed in the children's playground have been provided for the use, safety, comfort and convenience of all occupants and therefore shall not be damaged, removed or altered without the permission of the Management.
- c. Any usage of equipment at the playground shall be at the Owner's and/or Resident's own risk.
- d. No horseplay or throwing of items are allowed at the playground. Any sharp object with sharp edges or those deemed to be harmful by the Management is strictly prohibited at the playground.
- e. Use of any outdoor facilities during a thunderstorm is strictly prohibited.

10.7. Reading Corner

- a. Children aged twelve (12) years and below shall be accompanied and supervised by an adult at all times, who shall be responsible for the conduct and safety of the children.
- b. Any item or reading material (if any) placed at reading room belong to the Management and shall not be taken away from the reading corner and all items and reading materials shall be treated with respect and kept in good condition for the use of all Resident(s).
- c. Silence is encouraged in order not to disrupt other Resident(s).
- d. Smoking is strictly prohibited in the reading corner.
- e. No food and drinks (except water) is allowed.

10.8. Reflexology Path

- a. All persons shall remove shoes before entering the reflexology path.
- b. Pregnant women are not encouraged to enter the reflexology path.
- c. Smoking is not allowed at the reflexology path.
- d. No littering and spitting, repugnant behaviour is allowed.
- e. No food and drinks (except water) is allowed.
- f. Children aged twelve (12) years and below shall be accompanied and supervised by an adult at all times, who shall be responsible for the conduct and safety of the children.
- g. Use of any outdoor facilities during a thunderstorm is strictly prohibited.
- h. The Management shall not be held responsible or liable for any accident or accidental bodily injury, loss or damage to personal property or any other losses or damages that may be suffered or incurred, during the use of reflexology path.

FACILITIES: FOREST PINNACLE

10.9. Hiking Track and Outdoor-Fitness

- a. The Forest Pinnacle is open daily from 6.00 a.m. to 10.00 p.m. or at such other period as may be determined by the Management from time to time.
- b. The track is for running and walking only.
- c. The track is strictly for Owner(s) and/or Resident(s) and their Guest(s) only.
- d. Smoking is strictly prohibited at the hiking track area.

- e. All the equipment placed and/or installed in the hiking track area have been provided for the use, safety, comfort and convenience of all occupants and therefore shall not be damaged, removed or altered without the permission of the Management.
- f. Children aged twelve (12) years and below shall be accompanied and supervised by an adult.
- g. The following activities are not allowed on the hiking track:-
 - Roller blading/skating
 - Skateboarding
 - Bicycle riding
 - Motorised vehicles
 - Scooter
 - Ball games
- h. No food and drinks (except water) is allowed.
- i. Resident(s) are responsible for the behaviour of their Guest(s) at the facility. All invited Guest(s) must behave properly. Wild and indecent acts are strictly prohibited.
- j. Use of any outdoor facilities during a thunderstorm is strictly prohibited.

FACILITIES: SKY PINNACLE

10.10. Sky Gymnasium

- a. The gymnasium is open daily from 6.00 a.m. to 11.00 p.m. or at such other period as may be determined by the Management from time to time.
- b. The gymnasium is strictly for the use of the Owner(s) and/or Resident(s).
- c. Only Owner(s) or Resident(s) aged eighteen (18) years and above are allowed to use the facilities in the gymnasium and anyone below the age of eighteen (18) years shall be accompanied and supervised by an adult at all times, who shall be responsible for the conduct and safety of the minor children.
- d. Children aged twelve (12) years and below are not allowed into the gymnasium.
- e. All the equipment placed and/or installed in the gymnasium have been provided for the use, safety, comfort and convenience of all occupants and therefore shall not be damaged, removed or altered without the permission of the Management.
- f. Smoking is strictly prohibited in the gymnasium.
- g. Users of gymnasium must be properly attired. No street shoes are allowed, only proper sports shoes are to be worn in the gymnasium.
- h. No wet swim wear is to be worn in the gymnasium.
- i. All lights, fans, machines are to be switched off after the use of facilities.
- j. No food and drinks (except water) is allowed.
- k. All persons to bring own towel to wipe off sweat or any substance on the equipment after used.
- l. The Management shall not be held responsible or liable for any accident or accidental bodily injury, loss or damage to personal property or any other losses or damages that may be suffered or incurred, during the use of this facility.

10.11. Infinity Sky Pool & Jacuzzi

- a. The infinity sky pool and dipping pool is open daily from 7.00 a.m. to 9.00 p.m. or at such other period as may be determined by the Management from time to time.
- b. Children aged twelve (12) years and below shall not be allowed in the infinity sky pool area unless accompanied and supervised by an adult.
- c. Swimmers shall at all times be in swimming attire.
- d. All swimmers must shower at the designated place before entering the pool or jacuzzi at any time.
- e. Individuals suffering from infectious or contagious diseases are not permitted in the pool or jacuzzi area.
- f. Spitting, spouting water, blowing the nose or discharging of body fluid/waste in the pool or jacuzzi is strictly prohibited.
- g. Individuals suspected of being under the influence of drugs or alcohols are prohibited from entering the water.
- h. No animals are allowed in the pool or jacuzzi.
- i. Refreshments are not allowed in the pool or jacuzzi.
- j. Smoking is strictly prohibited in the pool or jacuzzi area.
- k. Pool users are not allowed to change outside of the changing rooms at any time.
- l. Pool users are not allowed to throw anything into the pool or jacuzzi.
- m. No swimming lessons can be conducted in the pool without the consent of the Management.
- n. Indecent behaviour is not permitted.
- o. The Management shall not be responsible for any valuables or belongings left in the area.
- p. Diving is not permitted at any time due to the depth of the pool.
- q. Each Owner(s) and/or Resident(s) is responsible for his/her own safety including that of his/her Guest(s).
- r. All persons must leave the pool and/or the children play pool during rain or thunderstorm. Use of any outdoor facilities during rain or thunderstorm is strictly prohibited.
- s. The pool compound shall not be used for organising private functions or barbecues.
- t. The Management may restrict the use of the pool at any specific time for the purpose of repair and maintenance.
- u. The Management reserves the right to refuse admittance to or eject from the pool premises any user who fails to comply with the above rules and regulations.
- v. Any complaints or suggestions must be made in writing to the Management.
- w. The Management may amend these rules from time to time.
- x. The Management shall not be held responsible or liable for any accident or accidental bodily injury, loss or damage to personal property or any other losses or damages that may be suffered or incurred, during the use of this facility.

10.12. Children's Pool & Children's Wet Play Area

- a. The children's pool and wet play area is open daily from 7.00 a.m. to 9.00 p.m. or at such other period as may be determined by the Management from time to time.
- b. Parents are not allowed to leave the children unsupervised.
- c. All persons must shower at the designated place before entering the children's pool and wet play area.
- d. Children are encouraged to use restrooms before entering the water.
- e. Glass containers are prohibited in the children's pool and wet play area.
- f. Smoking is strictly prohibited in the children's pool and wet play area.
- g. All persons must leave the pool and/or the children play pool during rain or thunderstorm. Use of any outdoor facilities during rain or thunderstorm is strictly prohibited.
- h. All the equipment placed and/or installed in the children's pool and wet play area have been provided for the safety, comfort and convenience of all occupants and therefore shall not be damaged, removed or altered without the permission of the Management.
- i. Any usage of the equipment at the children's pool and wet play area shall be at the Owner's or Resident's own risk.
- j. The Management may restrict the use of the children's pool and wet play area at any specific time for the purpose of repair and maintenance.
- k. The Management reserves the right to refuse admittance to or eject from the children's pool and wet play area premises for user who fails to comply with the above rules and regulations.
- l. Any complaints or suggestions must be made in writing to the Management.
- m. The Management may amend these rules from time to time.
- n. The Management shall not be held responsible or liable for any accident or accidental bodily injury, loss or damage to personal property or any other losses or damages that may be suffered or incurred, during the use of this facility.

10.13. Barbecue Lawn

- a. The barbecue lawn is open daily from 5.00 p.m. to 11.00 p.m. or at such other period as may be determined by the Management from time to time.
- b. The Owner(s) and/or Resident(s) intending to use the barbecue lawn is advised to make early reservation to avoid disappointment. The reservations are made on a first-come, first-served basis.
- c. A nominal fee of RM100.00 and refundable deposit of RM100.00 shall be paid by the Resident(s) making the reservation. The deposit shall be refunded to the Resident(s) without interest after the Management is satisfied with the cleanliness and condition of the barbecue lawn.
- d. The Management may at their discretion revise the fee, if required.
- e. No fire shall be left unattended and must be put out immediately after use.
- f. Children should be kept away from the barbecue pit to avoid accidents.

- g. All rubbish shall be cleared from that area after use.
- h. All users shall refrain from making excessive noise as it may disturb other Resident(s).
- i. Owner(s) and/or Resident(s) are responsible for the behaviour of their Guest(s) at the function. All invited Guest(s) must behave properly. Wild and indecent acts are strictly prohibited.
- j. Use of any outdoor facilities during rain or thunderstorm is strictly prohibited.

10.14. Sky Lounge

- a. The Sky Lounge is available daily from 9.00 a.m. to 11.00 p.m. for reservations or at such other period as may be determined by the Management from time to time.
- b. The Owner(s) and/or Resident(s) intending to use the Sky Lounge is advised to make early reservation to avoid disappointment. The reservations are made on a first-come, first-served basis.
- c. Any event to be held at the Sky Lounge must be approved by the Management.
- d. A nominal fee of RM300.00 and refundable deposit of RM300.00 must be paid by the Resident(s) making the reservation. The deposit shall be refunded to the Resident(s) without interest after the Management is satisfied with the cleanliness and condition of the Sky Lounge.
- e. Each reservation is only allocated three (3) hours per session. Should the Owner/Resident require a longer session, it is required that additional reservation is made with an additional fee of RM300.00 and additional refundable deposit of RM300.00.
- f. Each Parcel Owner/Resident is only allowed three (3) reservations in one (1) year. Additional reservations beyond the three (3) times is subject to Management's approval.
- g. The Management may at their discretion revise the fee, if required.
- h. The Sky Lounge comes equipped with social kitchen facilities and the Owner(s) and/or Resident(s) using the Sky Lounge and its facilities are required to maintain all facilities in good condition failing which their deposit shall be forfeited and the Owner(s) and/or Resident(s) shall be liable for the cost of fixing the damage to the facilities and/or items of the social kitchen facilities and Sky Lounge items.
- i. All rubbish shall be cleared from the Sky Lounge after use.
- j. Owner(s)/Resident(s) are responsible for the behaviour of their Guest(s) at the function. All invited Guest(s) must behave properly. Wild and indecent acts are strictly prohibited.

10.15. Pocket Garden, Open Lawn, Viewing Deck and Sky Garden

- a. Children aged twelve (12) years and below shall be accompanied and supervised by an adult at all times, who shall be responsible for the conduct and safety of the children.
- b. Smoking is strictly prohibited in the pocket garden and viewing deck.
- c. No food and drinks (except water) is allowed.
- d. Use of any outdoor facilities during a thunderstorm is strictly prohibited.

11 Moving In And Out

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

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

- a. Give reasonable notice to the Management prior to moving of such heavy items or any moving involving professional movers; and
- b. Not damage or deface any part of the Buildings or Common Property while moving and will repair and make good or reimburse the Management the cost of making good such damage or defacement.

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

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

12 Alterations And Modifications

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

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

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

13 Renovation Guidelines And Procedures

A. Preamble

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

B. Renovation

- i. Statutory Requirements
 - a. The Owner(s) shall, prior to the commencement of any Renovation works and before he submits the application to the Management for its approval to the Renovation, obtain all necessary written consents, approvals and/or permits, if necessary, from the Appropriate Authorities for the Renovation.
 - b. The Owner(s) shall comply with all written laws, regulations, orders, rules and by-laws and with all directives and requirements of the Appropriate Authorities relating or applicable to the Renovation and shall ensure that the Renovation is carried out in accordance with the approvals granted by the Appropriate Authorities and/or the Management.

- ii. Renovation Application
 - a. The Owner(s) shall after having obtained the approval from the Appropriate Authorities for the Renovation (if applicable) apply and obtain the Management's approval for the Renovation at least seven (7) working days prior to the commencement of any Renovation work.
 - b. The application shall be made by completing the form as provided by the Management or in such manner as may be prescribed by the Management from time to time and shall be accompanied by such documents and plans showing, amongst others, the following:-
 - Proposed storage space and location of the Renovation equipment, facilities, materials, items or things in or on any part of the Buildings, including any part of the Common Property or outside the said Parcel;
 - The estimated duration of the Renovation, the date and time of commencement and completion;
 - The list of works on the Renovation;
 - The Renovation work schedule or programme; and
 - The number and particulars of workers, staff, employees or persons involved in the Renovation and the vehicles who and which will be entering the said Buildings for the Renovation.
 - c. The Management reserves the right to refuse giving the approval for the Renovation or to give conditional approval so as to maintain, amongst others, the general amenities, uniformity and standards of the said Parcel within the Buildings. The Owner(s) shall at all times comply with the Management's standard design, colour and position for the installation of iron grilles and further shall not be allowed to change the external facade including the balcony wall and colour scheme of the said Parcel or the said Buildings within the Buildings.
 - d. After the Management having granted the approval for the Renovation, any amendments or alterations thereto in any manner must be notified to the Management in writing and be approved by the Appropriate Authorities and the Management before any of such amendments or alterations can be made.
- iii. Renovation Period

The Renovation shall be completed within ninety (90) days from the date of the notice of the Management approving the Renovation (hereinafter referred to as "Renovation Period"). In the event that the Owner(s) requires any extension of time, the Owner(s) shall apply and obtain the Management's approval at least seven (7) working days prior to the expiry of the Renovation Period. The Management may

grant the extension of time subject to such payment or conditions as the Management shall deem fit and necessary or may refuse to grant the extension of time at its sole and absolute discretion and the Management shall not in any manner whatsoever be liable to the Owner(s) for any loss or claim resulting from the said refusal.

iv. Working Hours

- a. Any Renovation shall be done within the Renovation Period and the following hours or at such other period as may be determined by the Management from time to time:-
 - Monday to Friday : 9.00 a.m. – 5.00 p.m.
 - Saturday : 9.00 a.m. – 1.00 p.m.
- b. No Renovation shall be carried out on Sundays or public holidays observed by the State of Penang or during such time other than as stipulated in sub-clause (a) above unless otherwise prescribed or approved by the Management.
- c. No Contractor is allowed to stay overnight whether inside or outside the said Parcel or on any part of the said Buildings and all contractor shall leave the said Parcel and the said Buildings immediately after the time prescribed in sub-clause (a) above.

v. Renovation Deposit

- a. Before the commencement of any Renovation works, the Owner(s) shall pay to the Management a sum of RM3,000.00, as the case may be, as deposit or such other sum as shall be determined by the Management from time to time at its absolute discretion as security for his due observance, performance and compliance with his obligations in respect of the Renovation (hereinafter referred to as “Renovation Deposit”). A non-refundable sum of RM200.00 shall be retained and used for the purpose of cleaning and maintenance.
- b. In the event that the Owner(s) requires any extension of time in excess of the Renovation Period, the Owner(s) shall pay a further sum calculated at the rate of ten per centum (10%) of the Renovation Deposit for every extended one (1) month or part thereof and the further sum so paid shall form part of the Renovation Deposit and be dealt with in accordance with the provision herein.
- c. The Management shall have the absolute liberty to utilise the whole or such part of the Renovation Deposit towards remedying any breach by the Owner(s) and/or the Contractor of the House Rules and Regulations herein provided always that if the Renovation Deposit shall not be sufficient to pay for the costs and

expenses incurred or expended or payable by the Management as aforesaid, the Owner(s) shall immediately on demand by the Management pay to the Management such additional amount as may be required by the Management to fully and effectually remedy such breach as aforesaid. Such amount shall be deemed to be due from the Owner(s) to the Management on the date of demand thereof by the Management.

- d. Subject to the right of set-off or deduction of the Management as stated herein, the Renovation Deposit or the balance thereof (if any) will be refunded free of any interest to the Owner(s) after the Management is satisfied that all rules and regulations herein have been duly complied with and that all rectification works as stipulated by the Management, if any, have been duly attended to and completed by the Owner(s) provided that if any approval is required from the Appropriate Authorities to prove due completion of the Renovation, then the Owner(s) shall obtain such approval and produce the evidence of such approval to the Management before any refund can be made.
 - e. For avoidance of doubt, the Owner(s) hereby agrees that the mere acceptance or receipt of the Renovation Deposit by the Management shall not in any way operate as a waiver of the Owner's obligations to comply and fulfil all the rules and regulations herein contained.
- vi. Renovation Covenants
- a. The Renovation shall strictly be confined and limited to the said Parcel.
 - b. The Owner(s) shall not do or permit or suffer to be done anything inside or outside the said Parcel which may affect the structural framework of the said Parcel and/or the Buildings or the overall safety of the said Parcel, the other Parcels or the Buildings.
 - c. The Owner(s) shall duly and promptly pay and discharge all Charges and other monies due and payable to the Management prior to the commencement of the Renovation work and during the Renovation Period failing which the Management may refuse to permit the Renovation work to be carried out or may stop the work until all Charges and other monies due and payable to the Management have been duly and fully paid.
 - d. The Owner(s) shall forthwith demolish or remove any unauthorised alterations, additions or extensions at his own costs and expenses upon notice from the Management to do so.

- e. The Owner(s) shall at his own cost and expense cause procure and ensure that the Contractor shall if required clarify any issues raised by the Management and provide all details such as insurance or any other items as may be requested by the Management at any time or from time to time and that the Contractor shall not, in any manner:-
- Damage, or cause any damage including without limitation any leakage or seepage or stain to, any part of the Buildings including without limitation any other parcels adjoining, adjacent, below and above the said Parcel or the Common Property or the Buildings;
 - Hack or remove any masonry works in respect of brick walls, floor tiles, structural wall and slabs, columns and beams in, on or about the Common Property, the Buildings or the said Parcel unless the prior consent of the Management and Appropriate Authorities [if applicable] have been obtained;
 - Carry out or execute any and complete all works for or relating to such Renovations, and/or alterations works within the times and on such days as the Management may stipulate;
 - Cause any inconvenience to any of the Other Owner(s) and their Invitee(s).
- vii. Developer Liability
- a. It is hereby expressly agreed that the Developer shall not be liable or responsible in any manner whatsoever in respect of any defects, shrinkage or other faults in the said Parcel or the Common Property notwithstanding that the same becomes apparent within the defect liability period as stated in the sale and purchase agreement if such defects, shrinkage or other faults are due to or arising from or in any way caused by any Renovation work done to the said Parcel.
- b. Where the Renovation involves the alteration or removal of any floor slabs of areas with water proofing, the same shall be done by a Contractor as approved by the Management and notwithstanding such approval, the Owner(s) expressly agrees that the Developer shall be discharged from any and all liability to rectify any leakage or seepage arising from such works notwithstanding that the same happened within the defect liability period as stated in the sale and purchase agreement. Any costs and expenses arising from any works to rectify or prevent any damage caused by such leakage or seepage either to the said Parcel or to any other Parcels adjoining, adjacent, below and above the said Parcel or the Common Property or the Buildings shall be borne by Owner(s) solely.

- viii. No Intrusion
The Owner(s) shall ensure that the Renovation work will not overshadow or result in loss of privacy or cause any visual or audible intrusion or in any other manner whatsoever impact or affect any other Parcels or any areas outside the said Parcel or any part of the Buildings or the original design of the Buildings.
- ix. Damage
- a. All Renovation works shall be carried out and performed with utmost care and caution and no damage, loss or injury shall be caused or permitted to be caused to any part of the Other Parcels, the Common Property and/or the Buildings or to any person or property.
- b. In the event any damage including without limitation any leakage or seepage or stain is caused to, any part of the Buildings including without limitation any other Parcels adjoining, adjacent, below and above the said Parcel or the Common Property or the said Land including but not limited to the roads, access, driveways, footpath, pavements, curbs, street, plants, landscape, elevators, staircase and facilities, as a result of the act or omission of the Owner(s) or the Contractor, the Owner(s) shall forthwith at his own cost and expense restore, reinstate and make good the same.
- x. Security Check
The Management reserves the right to subject the Contractor to security check at any time and from time to time and the Management may refuse entry of any person for the Renovation if the Management is doubtful of the identity or the authority or the purpose of such person and the Management shall not in any manner whatsoever be liable to any person whomsoever for any loss or claim resulting from the said denial of entry.
- xi. Identification Passes
All Contractors shall register themselves with the security personnel at the guard house or at such designated place before entering the said Buildings for the Renovation work and shall obtain and wear the daily pass as provided at all times while carrying out the Renovation work. The daily pass shall be returned to the guard house or to such designated place at the end of each working day. The security personnel have the right to question any person without a daily pass and may disallow entry of such person and the Management shall not in any manner whatsoever be liable to any person whomsoever for any loss or claim resulting from the said denial of entry.

- xii. **Parking and Movement of Vehicles**
 - a. All vehicles belonging to the Contractor shall be parked at such place or location as designated or specified by the Management subject to the rules, directions and/or regulations as may be stipulated by the Management from time to time.
 - b. All materials for the Renovation shall be loaded and unloaded at such place or location as designated or specified by the Management and in accordance with the rules, directions and/or regulations as may be imposed by the Management from time to time.
 - c. The Owner(s) shall ensure that the vehicles used for or in relation to the Renovation shall not damage the roads, access, pavements or driveways of the Buildings.

- xiii. **Water and Electricity**

The Owner(s) and the Contractor shall not use or tap into the water supply and/or the electricity supply from any part of the Common Property or the said Buildings.

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

- xv. Protective Cover
The Owner(s) shall ensure that the Contractor uses adequate protective cover for the floor surfaces leading to the said Parcel from the Common Property so as not to damage the floor surface or such part of the Common Property including the lifts.
- xvi. Storage
The Contractor shall not store or keep any building materials and/or construction equipment in, on or about the Common Property, the Buildings or the land, except inside and within the said Parcel or erect any worker's quarters or store in, on or about the Common Property, the Buildings or the land or obstruct any part of the Buildings, the Common Property or the land.
- xvii. Conduct and Behaviour of Contractor
- a. The Owner(s) shall be fully responsible for the conduct, behaviour and discipline of the Contractor. Any such persons behaving in a manner unacceptable to the Management or the security guard may be refused entry and the Management shall not in any manner whatsoever be liable to any person whomsoever for any loss or claim resulting from the said denial of entry.
 - b. The Owner(s) shall ensure that the Contractor abide by and comply with all the provisions herein.
- xviii. Inspection
The Owner(s) shall permit the Management and its agent, representatives and staffs to enter upon the said Parcel at all reasonable times including during the Renovation hours stated in Clause B (iv) (a) to inspect the same and to ascertain whether or not the conditions set out herein have been duly observed and performed by the Contractor and the Owner(s).
- xix. Work Stoppage
The Management reserves the right to stop any Renovation work immediately or order the Contractor to stop work and leave at any time in the event the Management shall in its absolute discretion decide that the safety of any person or property is at risk of any nature whatsoever or the Renovation is not carried out in compliance with the approvals or in accordance with the rules and regulation herein and the Management shall not in any manner whatsoever be liable to the Owner(s) or to any person whomsoever for any loss or claim resulting therefrom.

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

xxi. Peaceful Renovation

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

xxii. Indemnity

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

14 Management

- 14.1.** The Management shall take every reasonable precaution to ensure that the Common Property and the Common Facilities are properly maintained, the Owner(s) and/or Resident(s) and the Invitee(s) shall use the Common Property and/or the Common Facilities and/or such area at their own risk. The Management, its agents, servants and employees shall not be responsible or liable under any circumstances whatsoever for any loss, damage, injury to or death of any person/property incurred and/or sustained by the users, in connection with the use of the Common Property, the Common Facilities and/or any part thereof.
- 14.2.** The Owner(s) and/or Residents(s) shall indemnify and keep the Management fully indemnified against all actions, proceedings, claims, costs, expenses and demands arising from death or injury to person and/or damage or loss to property of others caused by the Owner(s) himself or his Tenant(s) or the Resident(s) or his Invitee(s) or his Guest(s) while in the use or enjoyment of the said Parcel or the Common Property or the Common Facilities or any part of TRI PINNACLE.
- 14.3.** The Management will endeavour to attend to any complaints by the Owner(s)/Resident(s) and to extend all help deemed necessary, the Management shall not be obliged to take any further action where it deems such complaints are unreasonable, frivolous and vexatious and/or without merits.
- 14.4.** If the prior written consent of the Management is required pursuant to any of the provisions herein, the Management may grant or refuse to grant the same at its absolute discretion without assigning any reason thereof and the consent if granted may be subject to any conditions as the Management shall deem fit.
- 14.5** Where the Management or its agents performs any repairs, works or acts that is authorised or deems necessary at its absolute discretion, but the repairs, works or acts were wholly or substantially the liability or responsibility or for the benefit of the Parcel(s), any monies expended by the Management in performing such repairs, works or acts shall be borne by the relevant Owner(s) and/or Resident(s) and shall be paid to the Management within seven (7) days from the date of the written request/notice for payment thereof and such monies shall be deemed as a debt due on the expiry of the said seven (7) days' period and forthwith recoverable by action in any court of competent jurisdiction from the Owner(s) and/or Resident(s) including legal costs on a full indemnity basis.
- 14.6** The Management shall be entitled from time to time and at any time to make, impose or stipulate such rules and regulation (including restrictions) relating to the said Parcel, the Buildings,

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

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

Vehicle wheel clamp	First Time Offence	: RM	50.00
	Second Time Offence	: RM	100.00
	Subsequent Offences	: RM	200.00
Loss of Visitor Pass and/or Contractor Pass	Penalty	: RM	50.00
Lobby Access Resident Card & Car Park Access Card	Purchase	: RM	50.00
	Replacement	: RM	100.00
Renovation works	Refundable Deposit	: RM	2,800.00
	Non-refundable Deposit	: RM	200.00
	Total	: RM	3,000.00
Disposal of organic waste/bulky items/ electrical items in the PRBC	Penalty	: RM	100.00
Presence of animals/pests/bad odour in the PRBC due to any hindrance to collection	Penalty	: RM	300.00
Barbecue Area	Nominal Fee	: RM	100.00
	Refundable Deposit	: RM	100.00
Multi-Purpose Hall	Nominal Fee	: RM	200.00
	Refundable Deposit	: RM	200.00
Sky Lounge	Nominal Fee	: RM	300.00
	Refundable Deposit	: RM	300.00

Annexure A

Third Schedule

Strata Management Act 2013

Strata Management (Maintenance And Management) Regulations 2015

(Regulations 5 and 28)

BY-LAWS

PART 1

PRELIMINARY

1. Application

- (1) The by-laws set out in this Third Schedule and any additional by-laws made under the Strata Management Act 2013 (“the Act”) shall bind the developer, the joint management body, the management corporation or the subsidiary management corporation, as the case may be, and the purchaser, parcel owners or proprietors, and any chargee or assignee, lessee, tenant or occupier of a parcel to the same extent as if the by-laws or the additional by-laws have been signed or sealed by each of the person or body mentioned above and contain mutual covenants to observe, comply and perform all the provisions of the by-laws or additional by-laws.

- (2) These by-laws shall apply to any development area:-
 - a. During the management by the developer before to joint management body is established, under Chapter 2 of Part IV of the Act;
 - b. During the management by the joint management body, under Chapter 3 of Part IV of the Act;
 - c. During the management by the developer before the first annual general meeting of the management corporation, under Chapter 2 of Part V of the Act;
 - d. During the management by the management corporation after first annual general meeting of the management corporation under Chapter 3 of Part V of the Act; and
 - e. During the management by the subsidiary management corporation after it has been establish in respect of the limited common property under Chapter 4 of Part V of the Act.

2. Interpretation

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

PART 2

THE MANAGEMENT CORPORATION

3. Functions of The Management Corporation

The Management corporation shall:-

- (1) maintain in a state of good and serviceable repair, and, where necessary, renew or upgrade the fixtures and fittings, lifts, installations, equipment, devices and appliances existing in the development area and used or capable of being used or enjoyed by occupiers of two or more parcels;
- (2) maintain, repair and, where necessary, renew or upgrade sewers, pipes, wires, cables and ducts existing in the development area and used or capable of being used in connection with the enjoyment of more than one parcel or the common property;
- (3) where applicable, establish and maintain suitable lawns and gardens on the common property;
- (4) where applicable, manage, maintain and secure suitable operators for any of the common utilities, amenities and services in the common property, such as launderette, conveniences store, cafeteria, nursery and others, to reasonable standards of safety and health for the convenience, comfort and enjoyment of the proprietors and occupiers;

- (5) renew and upgrade common property where necessary for the purpose of retaining and adding the market value of parcels in the development area;
- (6) on the written request of a proprietor of a parcel and on payment of a fee which shall not exceed fifty ringgit, furnish to be proprietor, or to a person in authorised in writing by the proprietor, the copies of all policies of insurance effected under the Act or effected against such other risks as directed by the proprietors by a special resolution, together with the copies of the receipts for the last premiums paid in respect of the policies;
- (7) set up, manage and maintain proper procurement procedures and tender process in a fair and transparent manner for all purchases, acquisitions or awards of contracts in connection with the management and maintenance of the common property;
- (8) set up, manage and maintain a good credit control system in the collection of maintenance charges and contribution to the sinking fund and any other charges lawfully imposed by the management corporation;
- (9) administer and enforce the by-laws and any additional by-laws made under the Act; and
- (10) without delay enter in the strata roll any change or dealing notified to it by any proprietor.

4. Common Property For Common Benefit

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

5. Provision Of Amenities Or Services

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

6. Defaulters

- (1) For the purpose of these by-laws:-
 - a. a defaulter is a proprietor who has not fully paid the Charges or contribution to the sinking fund in respect of his parcel or any other money imposed by or due and payable to the management corporation under the Act at the expiry of the period of fourteen days of receiving a notice from the management corporation; and
 - b. any restriction or action imposed against a defaulter shall include his family or any chargee, assignee, successor-in-title, lessee, tenant or occupier of his parcel.

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

7. Powers Of A Management Corporation To Impose A Fine

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

PART 3 THE PROPRIETOR

8. General Duties Of A Proprietor

A proprietor shall:-

- (1) promptly pay to the management corporation the Charges and contribution to the sinking fund relating to his parcel, and all other money imposed by or payable to the management corporation under the Act;
- (2) promptly pay all quit rent, local authority assessment and other charges and outgoings which are payable in respect of his parcel;
- (3) permit the management corporation and its servants or agents, at all reasonable times and on reasonable notice being given (except in the case of emergency when no notice is required), to enter his parcel for the purposes of:-
 - a. investigating leakages or other building defects;
 - b. maintaining, repairing, renewing or upgrading pipes, wires, cables and ducts used or capable of being used in connection with the enjoyment of any other parcel or the common property;
 - c. maintaining, repairing, renewing or upgrading the common property; and
 - d. executing any work or doing any act reasonably necessary for or in connection with the performance of its duties under Act or the regulations made thereunder, or for or in connection with the enforcement of these by-laws or additional by-laws affecting the development area;
- (4) forthwith carry out all the work ordered by any competent public or statutory authority in respect of his parcel other than such work for the benefit of the building or common property;

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

9. General Prohibitions For A Proprietor

A proprietor shall not:-

- (1) use his parcel for any purposes, illegal or otherwise, which may be injurious to the reputation of the development area;
- (2) use as fuel any substance or material which may give rise to smoke or fumes or obnoxious smells or shall not use any substance which the management corporation in a general meeting shall decide; and

- (3) throw or allow to fall, any refuse or rubbish of any description on the common property or any part thereof except in refuse bins maintained by him or in refuse chutes or in refuse bins in common refuse chambers provided in the building.

10. Prohibition Of Nuisance

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

11. Appearance, Façade And Colour Of The Exterior Of Parcel

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

12. Storage Of Inflammable Or Explosive Materials

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

13. Pest Control

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

14. Keeping Of Animals

(1) In a building used for residential or dwelling purposes, a proprietor shall not keep any particular animal in his parcel or on common property thereof that may cause annoyance or nuisance to the other proprietors or which may be dangerous to the safety or health of the other proprietors or which contravenes any written law or rules and regulations of the relevant State or the local authority.

(2) A proprietor who is in breach of subparagraph 14(1) of these by-laws, shall within three days upon the receipt of a written notice from the management corporation remove the particular animal from the building. If he fails to do so, the management corporation may take whatever action deemed necessary to remove the particular animal from the building and:-

(a) all cost incurred shall be charged to and imposed on the proprietor; and

(b) the management corporation shall not be liable for any damage reasonably caused to the property of the proprietor in the process of removing such animal.

15. Drying Of Laundry

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

16. Compliance With By-Laws

(1) Every proprietor shall at all times with these by-laws or any additional by-laws made under the Act.

(2) The management corporation may require any proprietor who despite being cautioned, persists in the breach of any of these by-laws or additional by-laws, to leave the common property immediately.

(3) In the event of a breach of any of these by-laws or additional by-laws by a proprietor, he shall at his own cost immediately remedy or make good the breach to the satisfaction of the management corporation.

- (4) If any repairs are rendered necessary by reason of any wilful or negligent act or omission on the part of, or breach of any of these by-laws or additional by-laws by any proprietor, the cost incurred by the management corporation in carrying out the repairs shall become a debt to the management corporation and shall become recoverable that proprietor by the management corporation.
- (5) A proprietor shall not be absolved from any liability which may be incurred or suffered as a result of any failure on his part to observe and comply with these by-laws or any additional by-laws.

PART 4

THE COMMON PROPERTY

17. Identification

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

18. Fire Fighting Installation Or Equipment

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

19. Notices And Sign

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

20. Prohibition of Obstruction

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

21. Garden, Lawns And Potted Plants

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

22. Encroachment On Common Property And Other Parcels

- (1) A proprietor shall not do anything to his parcel which may encroach on any part of the common property or any other parcel.
- (2) A proprietor shall not mark, paint, put up posters or banners or notices, drive nails or screws, or fasten brackets or the like into, or otherwise damage or deface, any part of the common property except with the prior written approval of the management corporation. An approval given by the management corporation shall not authorise any additions to the common property.
- (3) A proprietor may install:-
 - a. any locking or safety device for protection of his parcel against intruders or to improve safety within his parcel;
 - b. any screen or other device to prevent entry of animals or insects into his parcel; or
 - c. any safety structure or device to prevent children from harm;

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

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

23. Furniture, Fixtures And Fittings

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

24. Children Playing On Common Property

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

PART 5 VEHICLES

25. Vehicles

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

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

- (3) No major repairs shall be carried out by any person to any vehicle parked in the development area and for this purpose, "major repairs" means repair works which involve excessive noise, fumes, spillage of oil, use of chain blocks or other medium or heavy duty weight lifting equipment.

- (4) No additional construction or structure of any form shall be erected on any parking bay in the development area without the prior written approval of the management corporation.

- (5) Any person using car park in the development area shall ensure that he does not leave any equipment, spare part, discarded material, rubbish and litter in the car park area. The management corporation may remove and dispose of such items without any prior notice and shall not be liable for any damage or loss of such items, and the cost incurred in doing so shall be borne and paid by the person concerned on demand.
- (6) All vehicles shall be driven carefully and safely in development area.
- (7) Any vehicle owner of a vehicle parked in the development area shall ensure that the vehicle alarm is well maintained and in order so that there shall not be frequent false alarms causing nuisance or annoyance to other proprietors. If the false alarms become a frequent nuisance or annoyance to other proprietors, the management corporation may prohibit the vehicle from entering the development area for such period and upon such terms as the management corporation shall deem fit and proper.

PART 6

DISPOSAL OF SOLID WASTE

26. Solid Waste Disposal

- (1) A proprietor shall not cause any unsightly accumulation of dirt, garbage, rubbish or debris in his parcel and accessory parcel that is visible from the outside and affecting the appearance or façade of the building or common property.
- (2) A proprietor shall not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except in a place designated for such purpose by the management corporation.
- (3) A proprietor shall ensure that any refuse from his parcel is properly disposed of at the refuse chute, or into the refuse bins at the common refuse chamber or at any designated facility provided in the building or the development area. Any spillage from his refuse shall be promptly removed and cleaned up by the proprietor.
- (4) In disposing of his refuse, a proprietor shall ensure that the refuse is securely wrapped and that any recyclable material or waste is separated and prepared in accordance with the applicable recycling guidelines.
- (5) Large, bulky or heavy objects shall not be discarded by a proprietor at any refuse chute or common refuse chamber and such items shall be removed from the building or common property by the proprietor unless there is a designated facility in the development area approved by the management corporation for this purpose.

- (6) A proprietor shall not:-
- a. dispose his refuse into sink, water closet, manhole or drain, or allow anything to be done which will cause clogging or blockage to the sewerage and drainage system;
 - b. allow any object, refuse or rubbish or any description to be thrown or swept or emptied out of any external window or door of a parcel, or abandoned in any corridor, lobby, lift, landing, staircase, car park or any other part of the common property;
 - c. deposit or throw or let fall onto another parcel on the common property, any rubbish, dirt, dust or discarded item or material;
 - d. dispose of any object into any chute which may obstruct the free fall of refuse in the chute and cause blockage therein; and
 - e. throw live cigarette butts into any refuse receptacle.

PART 7 RENOVATIONS

27. Renovation Works And Repairs

- (1) A proprietor shall not carry out any renovation works to his parcel without first obtaining a prior written approval from the management corporation and, where necessary, from appropriate authority.
- (2) In giving for any renovation works, the management corporation may require the proprietor to place an amount with the management corporation as a deposit for compliance with these by-laws or any additional by-laws relating to such renovation works and may require that the renovation works be completed within a certain time.
- (3) It is the sole responsibility of the proprietor to check with the appropriate authority for the need of any approval to carry out the renovation works and the proprietor shall pursue the matter with the appropriate authority on his own initiative. If the proprietor applies for any approval from the management corporation for permission to carry out renovations works, the management corporation is entitled to assume that the proprietor has obtained the necessary approvals from the appropriate authority, where necessary, send a copy of the approvals of the appropriate authority shall be submitted to the management corporation at the time of application for approval by the management corporation. If the management corporation gives its approval for any renovation works and it is subsequently discovered that the requisite approvals from the appropriate authority were not obtained or not properly obtained, the proprietor shall be solely responsible to the appropriate authority and the approval granted by the management corporation for renovation works shall deemed rescinded forthwith.

- (4) All renovation works in a parcel shall be confined to the boundaries of the parcel and no works shall be carried out on any part of the common property.
- (5) Renovation waste or refuse shall not be discarded by a proprietor or his workmen at any refuse chamber or sink or water closet or any part of the common property and such items are required to be removed from the building by the proprietor or his workmen unless there is a designated facility in the building approved by the management corporation for this purpose.
- (6) A proprietor shall ensure that any renovation works to his parcel shall not in any way whatsoever affect or weaken any structural member support, including shear walls or structural load-bearing beams or columns in the building. If any damage is caused to any of the building structural members by such renovation works, the proprietor shall at his own cost immediately rectify and make good the damage under the supervision of a competent civil and structural engineer appointed by the management corporation and the proprietor shall bear all cost relating thereto.
- (7) A proprietor shall take full responsibility for any defect or damage to the common property as a result of the renovation works or repair works to his parcel and if any damage is caused the proprietor shall immediately at his own cost, rectify and make good the damage to the satisfaction of the management corporation.
- (8) A proprietor shall ensure that adequate precautions are taken against damaging any concealed wirings, cables, pipes and ducts during the renovation works or repairs to his parcel, and any such damage caused by the renovation or repair works shall be rectified and made good immediately to the satisfaction of the management corporation and any competent civil and structural engineer appointed by the management corporation and the proprietor shall bear all cost relating thereto.
- (9) If the proprietor intends to change the floor finishes to any wet area in his parcel, he shall replace the existing damp proof membrane with a new damp proof membrane, continuing upwards at any wall junction for at least 150 mm high. If the proprietor intends to change the wall tiles in a wet area, the proprietor shall similarly replace the affected part of the damp proof membrane at the junction of the wall and the floor.
- (10) A proprietor shall ensure that any renovation or repair works in his parcel shall not in any way cause inconvenience or danger to the other proprietors in the building.

28. Restriction in Renovation Works

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

29. Other Prohibitions

- (1) Hacking, drilling and punching of nails or screws into walls are strictly prohibited within 300mm of any concealed or embedded pipes electrical conduits. A proprietor shall ensure that all contractors are required to use a metal detector before any hacking or drilling of such walls, or punching of nails or screws into walls. The proprietor shall ensure that the contractors are also required to check the as-built building plans and drawings kept at the office of the management corporation.
- (2) A proprietor shall not cause or permit any fitting or fixture or any alteration or change to be made to the exterior of his parcel that will affect or change the appearance of the common property or building façade or encroach onto any part of the common property without the prior written approval of the management corporation. Building façade shall include external windows, balconies, terraces, common areas, open areas and all other visible parts of the building which constitute or form part of the exterior appearance of the building.

- (3) A proprietor shall not install any television/radio antenna or disc on the rooftop or any external part of the building without the written consent of the management corporation.
- (4) Save and except for air-conditioning condensers which are already installed, the installation of outdoor air conditioning condensers shall be positioned at the designated area approved by the management corporation. The mounting of any air- conditioning condenser on any other exterior areas of the building is strictly prohibited. All exposed pipes are to be laid in suitable conduits/ducts and to be painted according to the colour of the exterior building façade. The outlet of the discharge pipe shall be placed at the nearest floor trap provided at the approved designated area or connected to a common designated discharge pipe, as the case may be. A proprietor shall ensure that his contractor installs all air-conditioning units according to the standard specification and such air-conditioner units shall not cause vibration, annoyance and discomfort to other occupiers.

PART 8

DEFECTS TO PARCELS AFFECTING SUPPORT OR SHELTER

30. Power Of Management Corporation To Take Proceedings As Agent For Proprietors In Case Of Defects To Parcels

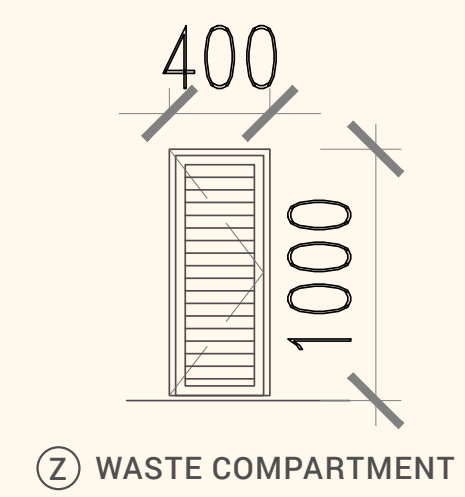
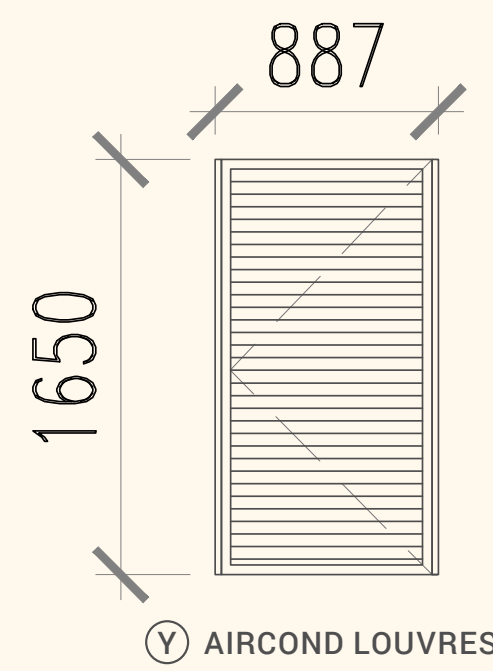
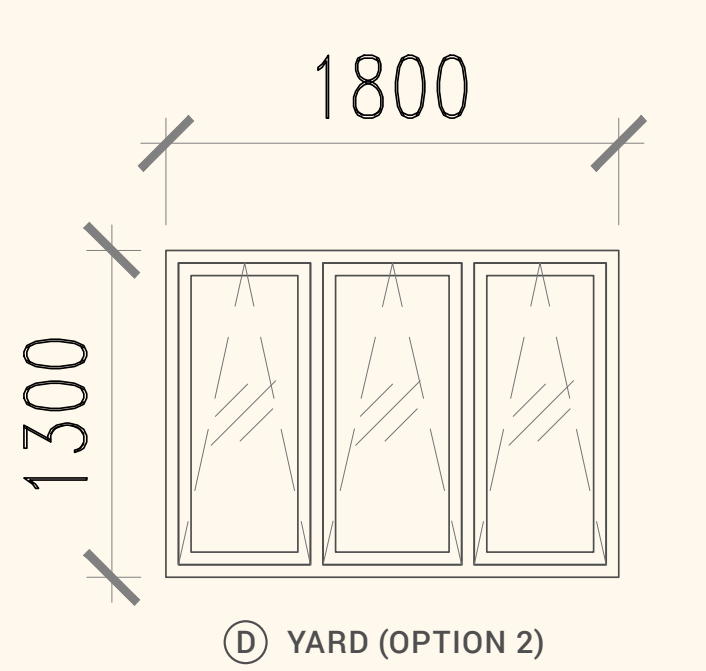
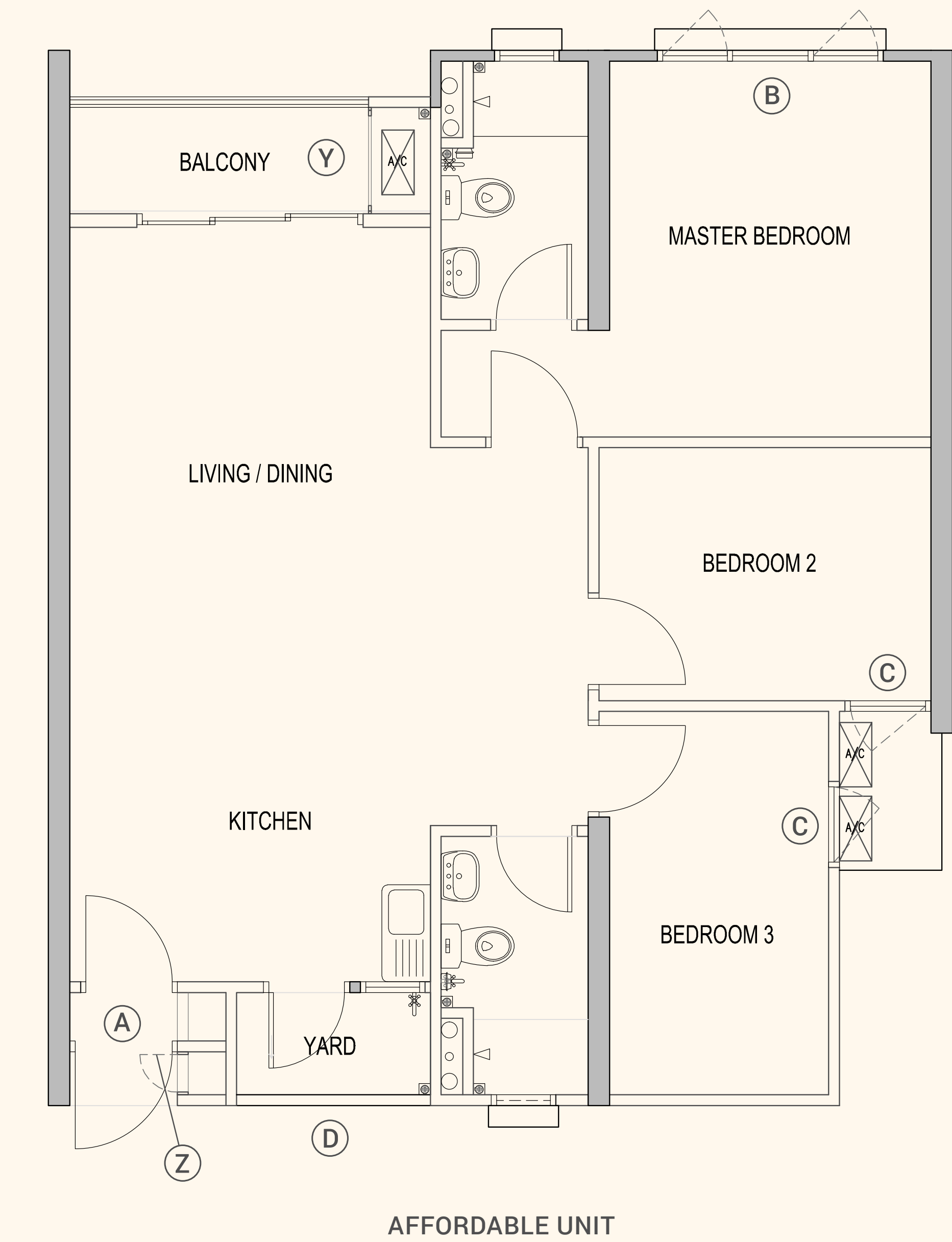
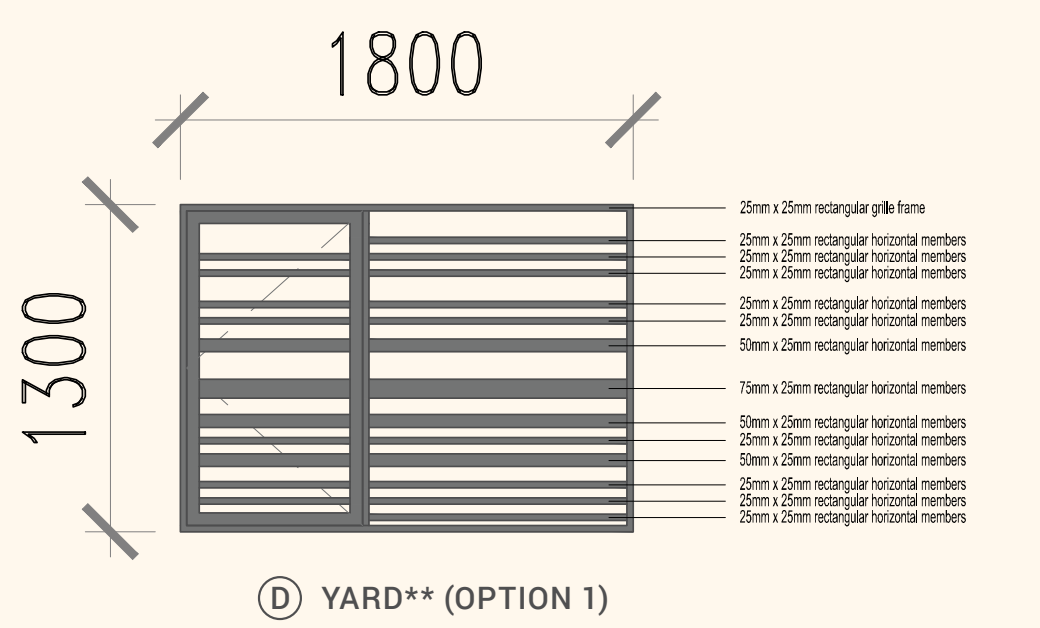
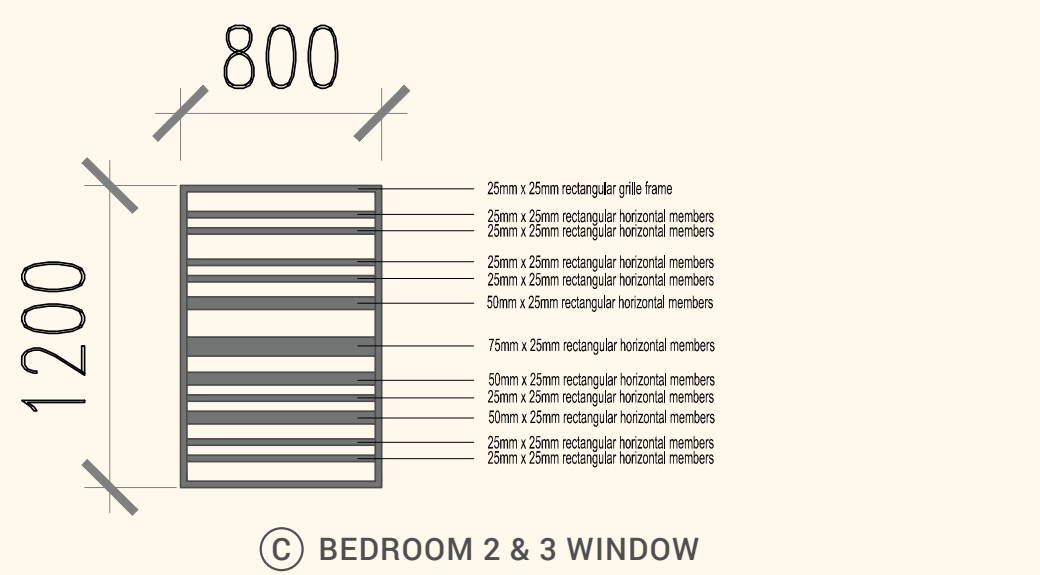
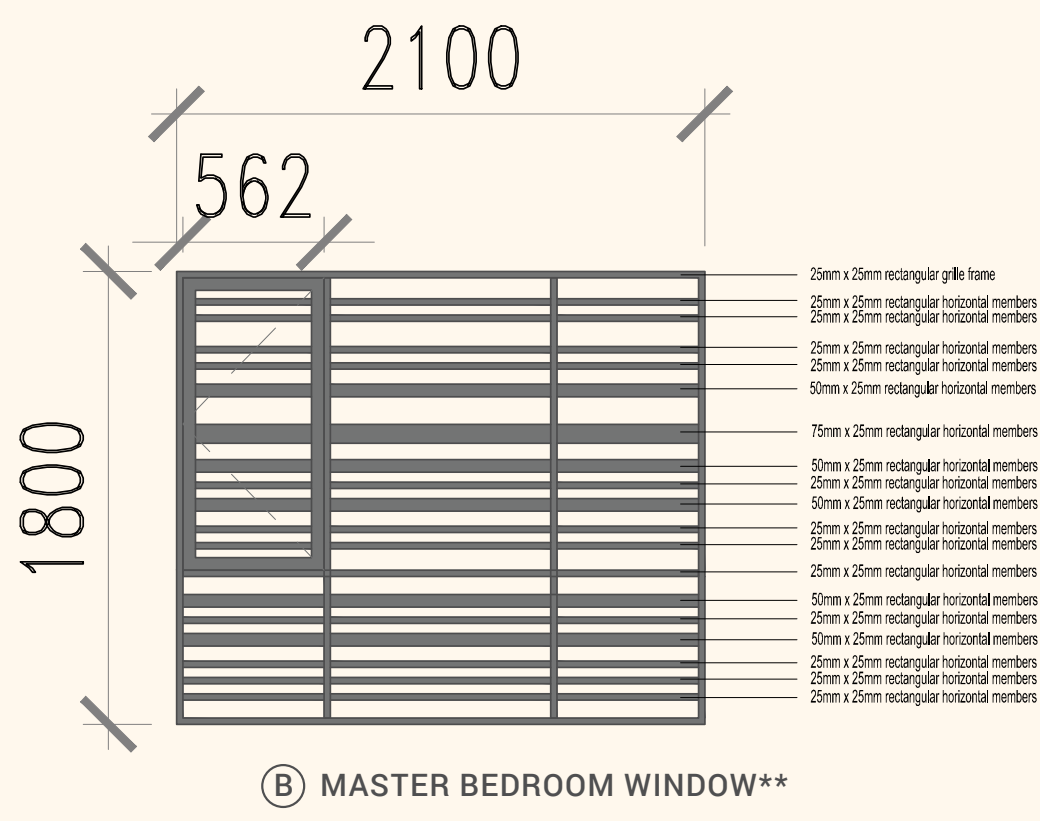
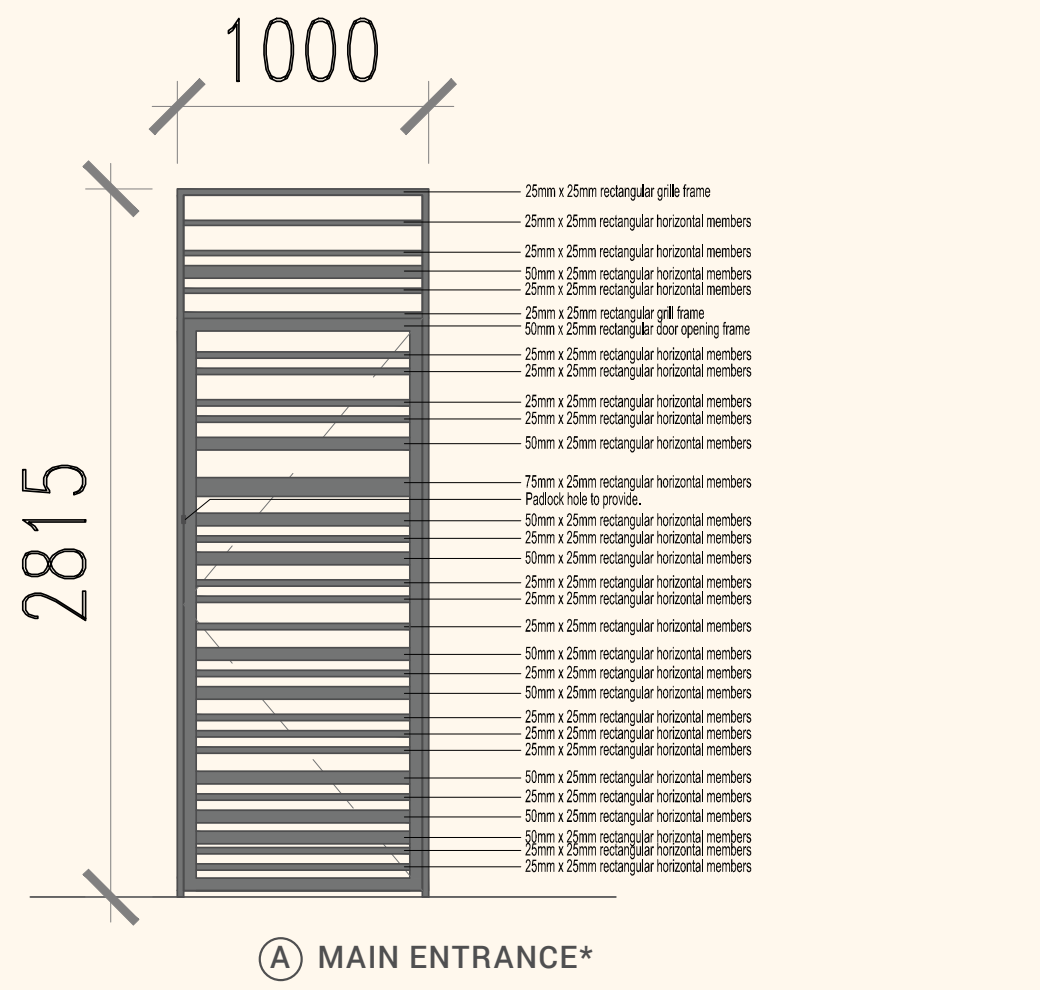
Where:-

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

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

Annexure B

Grille Guidelines



Aluminium black powder coated finish c/w
selected window handle to manufacturer's detail

Note:

Material : Aluminium/M. Steel

Colour : White

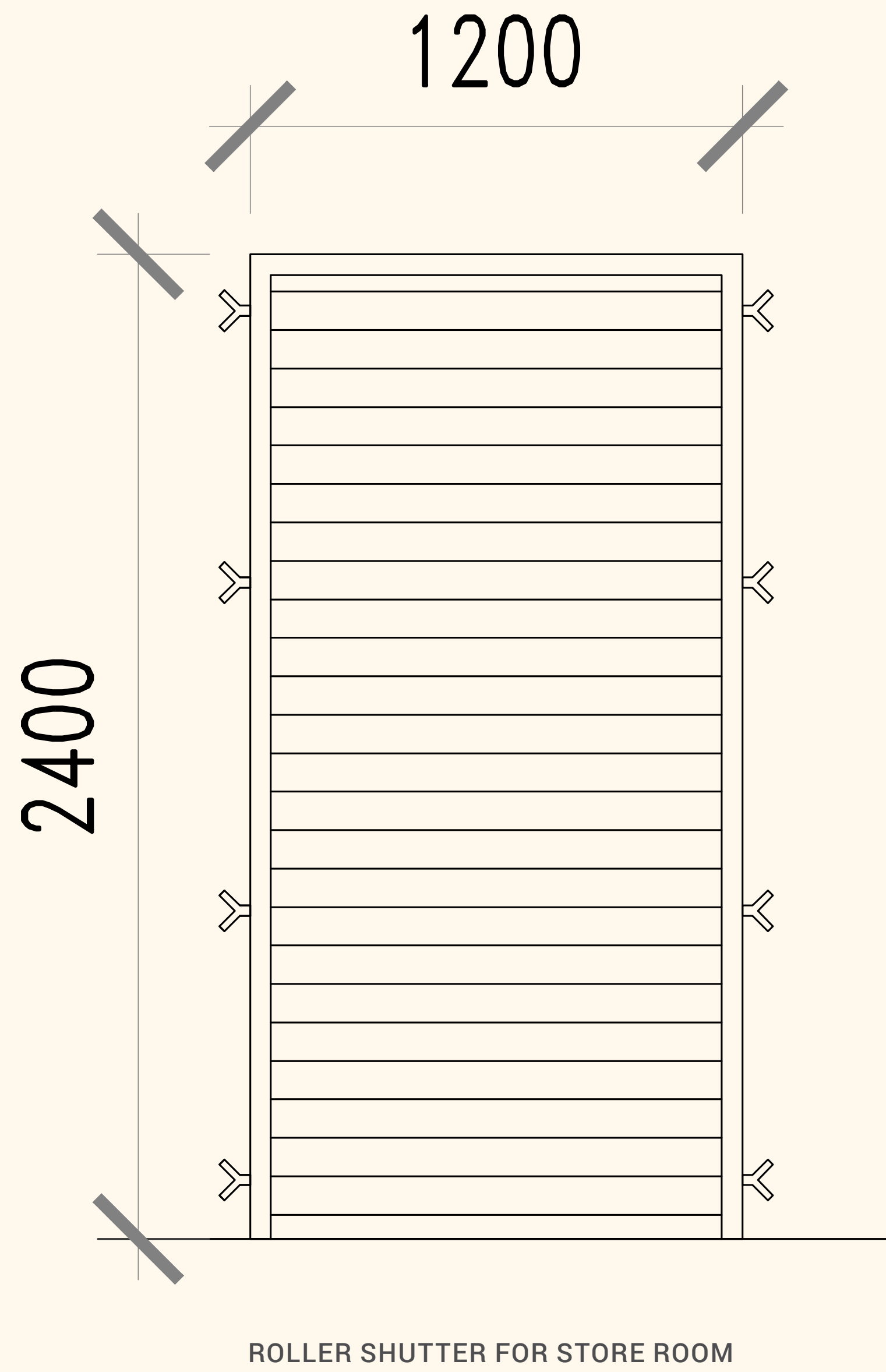
Finishes : Spray Paint/Powder Coated

*Door grille comes with selected lock and padlock hole

**Yard/window grille opening comes with latch lock

Annexure C

Store Room Roller Shutter Guideline



Note:

Material : Aluminium/M. Steel roller shutter to manufacturer's detail

Colour : Grey

Finishes : Spray Paint/Powder Coated

Emergency Contacts

Telephone Contact Number to Call for Assistance:-

Telephone Operator Assistance Call:-

General Enquiry	102
Directory Service	103
Telegraph Service	104
International Call Assistance	108 ; 101
Multilingual Service	198

Telephone Contact Number for Emergency Call:-

Police Hotline in Penang	04-269 1999/04-8903444 (Tg. Bungah)
Ambulance	999/04-200 2116 (General Hospital) For Mobile Phone, dial 112
Rescue	991
Fire Brigade	994/04-890 7335 (Bagan Jermal)
TNB (Customer Care)	15454
PBA	04-509 6509
MBPP (Penang Island Municipal Council)	04-263 7637/04-263 7000
Tourist Police	04-899 3222

Telephone Contact Number for Enquiry Call:-

Penang Ferry Service	04-310 2377 (Butterworth) 04-210 2363 (Georgetown)
Railway Station	04-261 0290; 04-323 7962
Airport Penang	04-643 4411
Penang Bridge Hotline	1300-1300-03; 04-398 7419
JPJ	04-658 1122; 04-398 8809; 04-226 5161
Tourist Information Centre	04-261 4461
Government Information Centre	04-228 6687
General Post Office	04-261 9220
Rapid Penang Bus Hotline	04-238 1212/04-238 1313
Taxi Service	04-229 9467/04-261 7098/04-210 8211



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