# VISTA KOMANWEL B CONDOMINIUM

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# **HOUSE RULES**

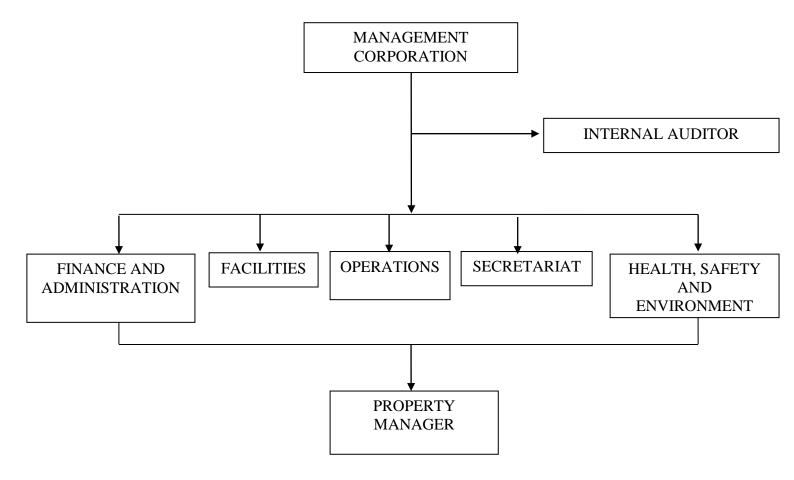
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STRATA MANAGEMENT ACT 2013 (ACT 757) & REGULATIONS (AS AT 15TH JULY 2015) CHAPTER 5 SECTION 70

(THIS ADDITIONAL BY-LAWS IS ADOPTED IN SIXTH AGM DATED ON 7TH JANUARY 2017.)

# 1.0 ORGANISATION OF THE PERBADANAN PENGURUSAN VISTA KOMENWEL B

ORGANISATION OF THE MANAGEMENT CORPORATION



LEGEND MC – MANAGEMENT CORPERATION

### 2.0 PHILOSOPHY OF CONDOMINIUM LIVING

The proprietors of VKB condominium are governed by the rules and regulation as provided for in the Strata Management Act 2013 ("Act 757") & Regulations (As at 15<sup>th</sup> July 2015) and similarly the Management Corporation ("MC") shall observe and enforce these rules as stipulated in the Act.

All proprietors of VKB have also signed the Sale and Purchase Agreement including the Deed of Mutual Covenant with the developer which also stipulates the responsibilities of the proprietors on the use and enjoyment of the condominiums parcel, its common property and other recreation facilities with the compounds of Vista Komanwel B.

It is also an obligation of proprietors to acquaint themselves with the by-laws and the rules as provided in the Strata Management Act 2013 ("Act 757") & Regulations (As at 15<sup>th</sup> July 2015) as stated above. The House Rules shall also be read together with the Constitution of the Management Corporation.

The Condominium Parcel shall be used for residential purposes only and shall not be used for any other purpose.

The Condominium Parcel should not be used for any illegal or immoral purposes or for any purposes from which a nuisance may be caused to the proprietors, lessees and occupiers of the other Condominium Parcel in Vista Komanwel B Condominium or in the neighborhood.

In order to preserve and promote the common proprietorship principle on which the MC has been formed, the proprietor shall abide by the Strata Management Act 2013 ("Act 757") & Regulations (As at 15<sup>th</sup> July 2015), By-Laws, Rules and Regulations of the MC and amendments thereto and by his acts of co-operation with its other proprietors, bring about for himself and his co-proprietors a high standard in home and compactly conditions.

The MC agrees to make its Rules and Regulations known to the proprietors by delivery of the same to him or promulgating them in such other manner as to constitute adequate notice.

Vista Komanwel B Condominium requires the co-operation of all its Residents, be they proprietors, tenants or guests.

Residents should make constructive suggestions to the MC for the improvement and operation of Vista Komanwel B Condominium. Any suggestion or complaint should be submitted in writing, signed by the Resident and deposited in the Suggestions Box located outside the office. The MC will review these suggestions or complaints and decide whether or not to act upon them. Residents should not feel offended if their suggestions or complaints are not favorably acted upon. The MC will explain the reasons for its action either by letter or in person.

### **SECTION I**

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### 0.0 INTRODUCTION

### Residents Are Responsible For Abiding By All House Rules

All residents are at all times personally responsible for the conduct of their family, occupants, servants, agents, guests and family members of their guests. This responsibility extends but is not limited to any damage or destruction to common facilities.

The House Rules apply to all proprietors and occupants and to all other persons who are on the premises at any time, including agents, employees, guests, licensees, visitors, proprietor, and tenants.

The purpose of these House Rules is to protect all occupants from annoyance and nuisance caused by improper use of the condominium and to protect the condominium's reputation by providing maximum security, peace and enjoyment on the premises.

### a) Authority To Amend House Rules

The Management Committee has the authority and responsibility of amending the House Rules as may be deemed necessary, in order to upkeep the premises in good condition and to provide comfort and security to all its occupants.

### b) Authority To Enforce House Rules

The Management Committee shall enforce the House Rules by delegating the responsibility of enforcement to the Management.

The violation of any House Rules adopted by the Management Corporation gives the Management Committee the right to take all necessary steps to abate, enjoin, or remedy such violation by appropriate legal means.

### c) Enforcement Costs

In accordance with the By-Laws, the cost of enforcement is the obligation of the parcel proprietor. Additionally, all costs and expenses, including reasonable lawyer's fees, incurred by or on behalf of the Corporation for:

- i.) "enforcing any provisions of the Declaration, By–laws, House Rules, and the condominium Property Act;"
- ii.) "against a proprietor or any occupant of a parcel unit shall be promptly paid on demand to the Corporation by the proprietor"

### d) Reporting And Handling Of Violations

It is suggested that minor disagreements should be settled between the individual occupants affected. Infractions of the House Rules should be reported to and enforced by the management who will handle all complaints on an anonymous basis, whenever possible.

### e) Receipt And Acceptance Of House Rules

All proprietors and tenants are to acquaint themselves with the House Rules. A copy the House Rules may be obtained from the management office. The terms of any written lease or rental agreement between a proprietor and tenant should incorporate the House Rules by reference and firmly require the tenant's compliance with the House Rules.

- f) The Deed of Mutual Covenant signed between the Developer VistaJati Sdn Bhd and the individual parcel proprietors shall remain in force in its entirety and shall be read together with this House Rules. (The Deed of Mutual Covenant was adopted as an Additional By-Laws in the second AGM dated 21<sup>st</sup> July 2012.)
- g) The purpose of these rules and regulations which constitute the House Rules of Vista Komanwel B Condominium is to promote the harmonious occupancy of the condominium therein, to protect all residents from annoyance and nuisance caused by any improper use of the parcel and to preserve the reputation and prestige of the Condominium complex thereof, thereby providing maximum enjoyment of the premises and its facilities.
- h) All proprietors, residents and guests including agents, employees, licensees, visitors, and tenants in the Condominium complex are to be bound by these House Rules. It is the Management Corporation's desire to create awareness among all residents that, to achieve the common goal of Condominium living, the cooperation of all residents in complying with all the rules and regulations is required.
- i) The full authority and responsibility for the enforcement of these rules lies with the Management Corporation. The Management Corporation from time to time may amend the House Rules in accordance with the provision of the relevant Acts. Suggestions in writing are welcomed from all residents. The Management Committee reserves the right to accept or reject such suggestions.

### Note:

In case the same subject matter is mentioned again in another section or paragraph of the House Rules and if there are dissimilarities in rules, the Management shall make the FINAL decision on which are the rules that should prevail.

We appreciate your cooperation and welcome you to Vista Komanwel B Condominium.

The Management Corporation Vista Komanwel B Condominium

### Approved by VKBMC:

The VKB House Rules was adopted in Second VKBMC AGM 21<sup>st</sup> July 2012 as Additional By-Laws.

The first amended House Rules was adopted in Fifth AGM 28<sup>th</sup> November 2015. The second amended House Rules is adopted in Sixth AGM dated on 7<sup>th</sup> January 2017.

### 1.0 GENERAL

### 1.1 Definitions

In these House Rules, unless the context otherwise requires, each of the following words or expressions shall have the meaning stated against it below: -

- a) "Act" refers to the Strata Management Act 2013 (Act 757) & Regulations (As at 15<sup>th</sup> July 2015).
- b) "Any other personnel" includes contractors, deliverymen, servicemen, etc.
- c) "Building/Condominium complex" includes the building or buildings comprising the individual Condominium Parcel, the Common Property and the car park, which are collectively known as Vista Komanwel B Condominium complex situated at Bukit Jalil, Town of Kuala Lumpur and District of Wilayah Persekutuan.
- d) "Management Fund" also means charges collected and kept in the maintenance account for the purpose specified in Section 10 Subsection (4) (5) (6), Section 23 Subsection (3), Section 50 Subsection (2), Section 60 and Section 66:
- e) "Charges" means any money collected by the Management Corporation for the management and maintenance of Vista Komanwel B Condominium complex.
- f) "Common Property" means so much of the lot as is not comprised in any parcel (including any accessory parcel), or any provisional block as shown in an approved strata plan. Hence, common property comprises the structural elements of the building, roofs, stairs, stairways, fire escape, 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, playing fields and recreational areas, driveways, car parks and parking areas, open spaces, landscape areas, walls and fences, and all other facilities and installations and any part of the land used or capable of being used or enjoyed in common by all the residents of the building.
- g) "Commissioner" means the Commissioner of Buildings appointed under Strata Management Act 2013 (Act 757).
- h) "Management Committee" in relation to a management corporation, means the committee of that management corporation elected under section 56 of the Act:
- i) "Condominium Parcel" refers to each parcel within the Building.
- j) "Guest/Invitee" refers to any person who is not a resident and whose presence in the Building is at the invitation of a resident.
- k) "Management" refers to the Management Committee or any appointed Property Manager authorized by the Management Committee to carry out the property management of the Condominium complex.

- I) "Management Corporation" refers to Management Corporation established under Strata Titles Act 1985.
- m) "Occupant" refers to person who is occupying the Condominium Parcel shall include his/her family with consent and permission of the Proprietor.
- n) "Proprietor" refers to a parcel proprietor, that is to say, a person or body for the time being registered as the proprietor of a parcel, as well as to the proprietor of a provisional block, that is to say a person or body for the time being registered as the proprietor of a provisional block unless expressively provided otherwise, shall include his/her family
- o) "Parcel", in relation to subdivided building, means one of the individual parcels comprised therein, which (except in the case of an accessory parcel) is held under separate strata title, and in relation to a subdivided land, means one of the individual parcel of land parcel.
- p) "Purchaser" means any person or body (this shall include his/her family) who purchases a parcel or who has any dealing with a licensed developer in respect of the acquisition of such parcel;
- q) "Resident" refers to the person (this shall include his/her family) who is either a proprietor or a tenant of one of the Condominium Parcel and who is also presently residing in Vista Komanwel B Condominium.
- r) "Sinking Fund" means a special account opened and maintained under section 11, 24, 51, 61, or 67;
- s) "Tenant" (this shall include his/her family) shall refer to any person who is for the time being taking up rental in one of the Condominium Parcel.
- t) "Vista Komanwel B Condominium" refers to all buildings comprising the individual Condominium Parcel, Common Property and car park, which situated at Parcel B, Vista Komanwel, Bukit Jalil, Town of Kuala Lumpur and District of Wilayah Persekutuan.

# 1.2 Approved use of Condominium Parcel (for residential only/ number of occupants/pets)

### 1.2.1 For Residential Only

Parcel shall be used only for residential purposes and shall not be used for business or any other purposes (illegal or otherwise) which may be a nuisance to other residents or injurious to the reputation of the Building and/or Condominium Parcel.

### 1.2.2 Number of Occupants

For safety and health purpose, the number of persons occupying the Condominium Parcel shall be limited to 6 persons for basic Condominium Parcel and 8 persons for Penthouse Parcel. The number of tenants in the Condominium Parcel shall not exceed the numbers stated above. However, permission may be sought from the Management to increase the number for legitimate family members only.

## 1.2.3 Residents' Guests/Invitees & Service Providers (Servicemen, Repairmen, Contractors, Cleaners)

- (a) Guests/Invitees and Service Providers (engaged by Proprietors/Residents to provide services solely and exclusively for their respective Condominium Parcel), including and not limited to servicemen, repairmen, cleaners etc., of the Residents will only be permitted into the Building after the security guards have confirmed with the Residents the identity of such Guests/Invitees and Service Providers. All Guests/Invitees and Service Providers are required to provide their personal particulars to the security guards on duty for registration into the Register of Visitors before being permitted entry into the Building.
- (b) Residents are required to inform the security guards on duty of the impending arrival of their expected Guests/Invitees and Service Providers by furnishing their relevant details before hand to the said guard.
- (c) The Residents shall be responsible for ensuring that their Guests/Invitees and Service Providers comply with the House Rules at all times and that their behavior is not offensive to other Residents of the Building. The said Residents shall be liable for any damage caused by their Guests/Invitees and Service Providers.
- (d) Guests/Invitees and Service Providers must park their cars in the visitors' parking lots as directed by the security guards or park outside the compound of Vista Komanwel B Condominium if visitor's parking lots are not available.
- (e) The Management and/or such persons authorized by the Management, reserve the right to prohibit unauthorized person from entering the Building at all times and during the process of inspection, question the presence of person(s) found within or using the facilities in the Building.
- (f) No unauthorized persons are allowed within the Building and they shall be prosecuted for trespassing on private property.

### 1.2.4 Lease of Condominium Parcel

- (a) Proprietors must notify the Management officially in writing should their Condominium Parcel be rented out within 30 days of the lease/tenancy being formalized or any changes there from, as may be required from time to time. Number of occupants, detailed names as per personal documents, identity card/passport numbers of all occupants and their contact numbers are to be furnished together with the letter by the proprietors.
- (b) The Proprietor is required to advise his/her Tenants to register themselves at the Management Office to facilitate the issuance of the required Residents' Cards.
- (c) The Proprietor must also ensure that the number of Tenants in the Condominium Parcel does not exceed that permitted by the Management to prevent overcrowding and nuisance to other Residents. It is the Proprietor's responsibility to ensure that this rule is observed strictly. The Management may refuse entry to the Tenants into the Building should this rule be breached.
- (d) Once a Condominium Parcel is rented out, the right or entitlement to the use of the common areas and the facilities are automatically transferred to the Tenant. The Proprietor is no longer entitled to use these facilities during the tenancy period.

### 1.2.5 Household Pets and Livestock

- (a) No rearing of pets, livestock and other animals including poultry, birds etc are allowed both within the Condominium Parcel or kept in any part on the Building or perimeter of the Common Property which may cause annoyance to any other proprietor.
- (b) The Management reserves the right to remove any such pets found within the Building at the pet or livestock Proprietor's/Resident's expenses.

### 1.2.6 Immoral/Criminal Act

- (a) The Residents or any Occupants shall not permit their children (if any) or their friends, servants or employees to commit any immoral/criminal act in their respective Parcel or the Building.
- (b) The Resident or any Occupants shall not permit any person of unsound mind or a drunkard or drug addict to reside in or about their respective Condominium Parcel or the Building.

### 1.2.7 Management Notification

The Resident shall report/notify the Management promptly of any accident or defect in the water pipes, plumbing pipes, gas pipes, sewage pipes, electrical installations or fixture which comes to his knowledge. Please refer to paragraph 5.2.1 on Incidents.

### 1.2.8 Solicitation

No soliciting of goods and services, religious or political activities shall be permitted in the Building.

### 1.3 Nuisance

**1.3.1** Residents shall at all times conduct themselves and cause their Guests/Invitees to conduct themselves in a manner which will not cause any nuisance to other Residents. Excessive noise, unruly or offensive behaviour is not permitted.

Residents including their Guests/Invitees are requested not to sound their car horns unnecessarily to avoid causing disturbance or annoyance to other Residents in the Building.

### 1.3.2 Use of Radio, Television, Hi-Fi and Other Musical Instruments

- (a) Radio, Television, Hi-Fi, home theatre/karaoke set, multimedia computer or other musical/audio instruments shall be operated at a reasonable volume to avoid causing interference to the peaceful enjoyment of other Residents.
- (b) The Resident shall not (except with the written consent of the Management and under the supervision of the Management appointed surveyor and to his satisfaction) erect upon or affix to the Condominium Parcel any machinery or mechanical or scientific or electrical apparatus except only radio and television receiving sets (with indoor aerials only) and small domestic electrical apparatus properly fitted with approved suppressor against electrical interference to the other apparatus.

### 1.3.3 "Mahjong" and Indoor Games

"Mahjong" shall be restricted within the Condominium Parcel ONLY. Players are advised to lay sufficient cushion on the table so as to ensure that no excessive noises will be emitted. No Mahjong games should be played after 12.00 midnight. No other forms of noisy games are allowed within the private Condominium Parcel or Common Property.

### 1.3.4 Proprietors Agent

- (a) Absent Proprietors shall appoint a local agent (referred to as the Appointed Agent) to represent their interest. Such Proprietors shall register the Appointed Agent by filing his/her name, formal identity number (e.g. NRIC/Passport), company, address and contact details with the Management prior to allowing him/her to have access to the said Condominium Parcel. Such Appointed Agent must be of good character and financial standing and must have guarantors to support him/her; failing which the Proprietor will assume such role as guarantor.
- (b) Proprietor or his/her Appointed Agent shall be responsible for the conduct/behavior of their Tenants and/or Guests/Invitees.
- (c) Proprietor or his/her Appointed Agent shall upon notice given by the Management, immediately remove, at their own cost and expenses, any unauthorized structure/equipment/property placed in the common areas.
- (d) The Proprietor or his/her Appointed Agent should conduct periodic inspection of the said Condominium Parcel and assume responsibility for the contents therein.
- (e) The Management Corporation or its appointed agent shall have the right to disallow any agent from carrying out any activities within VKB in the event of breach of any of the said condition herewith.
- (f) Notification and Proprietor 's Agent/Duty of Proprietor and Resident.
  - i.) See 1.2.4.
  - ii.) It is the Proprietor's responsibility to remind his/her Agent to notify or update the Management officially with the details of tenancy and the details of ALL the tenants when the Parcel Unit is tenanted.
  - iii.) Proprietors or his/her Appointed Agent shall ensure the resident's particulars kept by the Management are up to date.
  - iv.) Proprietors must ensure that the Management is kept informed of any change of appointed agent from time to time.

### 1.4 Common areas

### 1.4.1 Vandalism and Littering

- (a) Residents shall not cause accumulation of dirt, rubbish or debris in or outside their Condominium Parcel and should not leave or store any goods or park their vehicles on the Common Property.
- (b) No tampering of electricity and water meter etc. Any offenders caught for so doing shall be referred to the proper authorities to be charged accordingly.

(c) Do not vandalize and/or tamper with lifts control and fittings. This may result in malfunction and cause inconvenience to other Residents.

### 1.4.2 Restriction

- (a) No television/radio aerials should be fixed protruding from the Condominium windows so that uniformity can be maintained.
- (b) Residents are not allowed to install their own slot machines or amusement machines in their Condominium Parcel.
- (c) No clothing belonging to the Residents shall be hung at the common areas.
- (d) No garage sale shall be held in any part of the Building unless approved by the Management.
- (e) Non-Smoking Zone: Clubhouse, Garden/Playground between B1 and B2, Lifts and Lift Lobbies.

### 1.4.3 Common Areas as Storage Place

At no times should the common areas such as the corridors, lobbies, stairways, walkways and other areas designated as common areas be used as storage areas for any furniture, packages or objects of any kind that obstructs the free flow of traffic.

### 1.4.4 No Bicycles etc. to be Used or Left in Common Areas

No bicycles, tricycles, children's riding toys, roller skates, skateboards and the like shall be ridden, used or left lying around in the common corridor, stairway, lobby and the roads byways and walkways. Residents shall not permit their children to play at the link ways, stairways, passageways, car parks, roads and lift cars.

### 1.4.5 Moving and Shifting of Furniture etc in Common Area

Residents must ensure that common areas and Common Property are not damaged while moving and shifting furniture etc. in and out of his/her Condominium Parcel. The Management should be informed of such activities at least 24 hours beforehand, so that the movement is done in the presence of security guard(s). The common area, i.e. floor, wall and the lift car shall be protected all the time during moving in/out to avoid the damage cause. Lift protection pad/board and floor protection mat can be rented from the Management if any. Residents shall be held liable to the damage to the common property as a result of moving in/out.

Moving in/Out deposit is required and the amount shall be determined by the management from time to time. The cost of damage to the common area shall be borne by the resident and the Management reserves the right to deduct the cost from the said deposit. Refer to Paragraph 2.8 for further detail.

### 1.4.6 Liability for Damage

Should any-damage or destruction be caused to the common areas or Common Property as a result of the negligence of the Residents or their Guests/Invitees, employees or agents such as in the case of moving or shifting furniture etc. in and

out of the Condominium Parcel, the Resident or Proprietor shall be liable for all the costs and expenses incurred in repairing the damage or destruction.

### 1.4.7 Potted Plants/Flowers

- (a) All potted plants/flowers shall be placed in containers to prevent any soil or water from dripping onto Condominium Parcel below or the common areas.
- (b) All Residents are to ensure no potted plants or any other objects are placed dangerously on or near the perimeter of the Condominium Parcel or Building whereby it may fall and cause bodily harm to person(s) or damage property below.
- (c) No fertilizers or any foul smelling manure may be used for potted plants. All Residents shall ensure that their containers, vases or flower pots will not breed mosquito larvae.

### 1.4.8 Refuse Hut / Refuse Bins/ Refuse Chambers

- (a) Refuse shall be secured in polythene bags before being placed into the refuse bin located in the refuse chamber at the respective floor. No combustible substance like paint and other petroleum products shall be placed in the refuse bins as it may cause fire.
- (b) Unwanted heavy or bulky objects such as furniture, fittings, electrical appliances and glass objects are to be brought to the designated area after prior arrangement made with the Management for its disposal. The Management reserves the right to impose a fee after prior arrangement has been made on its disposal.
- (c) In support of environment protection and recycling initiatives, rubbish/trash should be segregated and deposited into the following coloured refuse bins, if they are provided:
  - ✓ Brown Bin Glass
  - ✓ Blue Bin Paper products
  - ✓ Orange Bin Plastic, aluminum and tins

### 1.4.9 Furniture and Equipment in Common Areas

All furniture and equipment placed and/or installed in the common areas have been provided for the safety, comfort and convenience of all Residents and therefore they shall not be damaged or removed or altered without the permission of the Management.

### 1.4.10 Emergency Equipment in Common Areas Not To Be Tampered With

All emergency equipment such as firefighting equipment must not be tampered with.

### 1.4.11 Liabilities of damage to Common Property or damage caused by noncompliance of House Rules

The Management shall assess any damage cause to Common Property and the cost of repair and/or replacement will be charged to the Resident(s) who caused such damage. This shall also include cost of rectification to restore or make good the damaged façade of Building or Common Property caused by the Residents due to non-compliance of this House Rules.

### 1.4.12 Cleaning of Areas adjoining to external property

- (a) Care should be taken when cleaning areas adjoining the external walls so as to prevent water from running down the exterior of the Building or into other Condominium Parcel below.
- (b) In this respect, the washing of window and balconies are prohibited. Only wiping, moping and dry cleaning are allowed.
- (c) Residents and Occupants shall not permit any rubbish or other material to be thrown out of the windows, balconies and passageways of their respective Condominium Parcel.

### 1.4.13 Lift Cars

- (a) No person shall wear a dripping wet bathing suit, drink or eat or carry any dripping wet umbrella in any lift cars. Any motorised forms of transport (other than wheel chairs) are not to be placed in any lift cars.
- (b) Please also refer to paragraph 4.4 of the House Rules on Renovation Policy and moving of heavy objects for restrictions on use of the lift to carry heavy materials to avoid infringement.

### 1.4.14 Store Rooms for Rent

Store Rooms are available for rent to Proprietors/Tenants. Allocation is on first come/first serve basis. Rental/Service Charge rate is based on number of square feet. The rental rate/service charge per square foot will be determined by the Management on a yearly basis. No human nor animals shall stay in these store rooms as these are only for storage use.

### 1.5 Clubhouse / Facilities Privileges (Guests / Invitees: attire / behaviour etc.)

### 1.5.1 General Rules

### (a) Proprietors entitled to use Facilities

To maintain the exclusiveness of condominium living, all the common facilities available in Vista Komanwel B Condominium are mainly intended for use by the Proprietors only. Once a Condominium Parcel is rented out; the entitlement to use the common areas, Common Property and its recreational facilities are automatically transferred to the Occupant/Tenant. The Proprietor, as the lawful registered proprietor, is no longer entitled to use these facilities.

### (b) Guests/Invitees

Residents may invite their Guests/Invitees to use the recreational facilities from *Monday to Saturday only*, provided it is not a public holiday. Each Resident/Proprietor is permitted to invite a maximum of *four (4) Guests/Invitees* on any one day or one occasion. The maximum number of

Guests/Invitees for each facility is contained in the rules and regulations governing the use of each type of facility. Residents must ensure that their Guests/Invitees comply with the rules and regulations set out. The use of the recreational facilities by Residents and/or Guests/Invitees shall be from 7.00 a.m. to 10.00 p.m. ONLY. The management reserves the right to change the time of use of the recreational facilities from time to time.

The Management may require any person using any of the facilities to identify him or herself if necessary.

### (c) Employees

Residents' employees are not allowed to use the recreational facilities unless they signed in as Guests/Invitees on each occasion.

### (d) Radios, Tape Recorders etc at the Recreational Area

Radios, tape recorders, television sets and other electronic or mechanical sound reproduction equipment shall not be used in the recreational areas except with special permission from the Management.

### (e) Person Who Breaches Any Rule to Leave Recreational Area

Any person who breaches any of the rules contained herein shall be required to leave the recreation area immediately.

### (f) Closure of Facilities

The Management will endeavour to notify Residents in the event of closure of any of the facilities for purpose of private functions, repairs and/or routine preventive maintenance.

### (g) Reservation of Facilities

Rules and regulations governing reservation of facilities will be reviewed and imposed by Management from time to time.

### (h) Management Responsibilities

The Management accepts no responsibility for any theft, damage, injury, death or other misdemeanour to the Residents, Guests or Invitees whilst using the facilities. All Residents and Guests or Invitees use the facilities at their own risk.

### (i) Food and drink

Smoking or eating in the badminton courts, gymnasium, swimming and wading pools are strictly not allowed.

### (i) Prohibited Acts

Smoking, drinking of liquor, wines, beers and chewing gums and taking of illicit drugs including any inhalants such as glue sniffing etc are strictly prohibited.

### 1.5.2 Swimming and Wading Pools

### (a) Swimming Hours

The swimming and wading pools will be opened for use by Residents daily from **7.00 a.m.** to **1.00 p.m.** and from **3.00 p.m.** to **10.00 p.m.** daily. The management reserves the right to change the time of use of the swimming pool from time to time.

No persons shall be allowed to use the pools when they are closed for cleaning and maintenance.

### (b) Children using the Pool

Children under 12 years of age using the Pools must be accompanied and supervised by one of their parents or an adult always.

### (c) Showers and Footbaths

For hygienic reasons, all users must take showers without exception before entering the pools. All suntan lotions/oils must be removed from the body before entering the pools.

### (d) Swimming Attire

All users of the pool must wear appropriate and proper swimming attire at all times. In general, clothing that is specifically designed for swimming (and classified as swim attire) will be permitted. Lycra and Nylon are the best non-absorbent material for swimming and are the best fabrics for proper swim attire. Swimmers are advised to wear swimming caps when swimming.

- i. Acceptable Swim Attire Includes:
  - ✓ Board Shorts and Hybrid Swim Shorts
  - ✓ One or Two Piece Swim Suits
  - ✓ Speedos and Jammers
  - ✓ Rash Guards or Swim Shirts (must be fitted)
  - ✓ Wet Suits

### ii. Attire that is not NOT ALLOWED Includes:

- × Basic Street Clothes (of any kind)
- × T-shirts, shorts, track bottoms, head-scarves
- × Denim Clothing and/or Cut-Off Jeans
- × Dresses, Skirts, Sarongs, and Cover Ups
- × Leggings and Leotards
- × Athletic Shorts and Other Shorts
- × Sport Bras
- Underwear/Undergarments are not allowed to be worn under swimsuits

Street clothes (especially cotton) can transport airborne and ultimately water borne contaminants into the pool. Cotton and similar materials can absorb the chemicals in the water, causing the water to become less effective at maintaining the proper chemical balance or may cloud the water. Other absorbent materials (such as cotton) can break down in the water and cause fibers to clog filters. Any "colored" material (unless specifically made for swimming) can bleed into the pool, affecting water chemistry and balance. This is also a reason for turbidity in pools.

All infants/toddlers that require a diaper must wear swimmer diapers and proper swimwear.

Anyone found naked in or around the pools will be charged with indecent exposure and obscenity and shall be dealt with accordingly. Persons found with improper attire will be asked to leave the pool immediately. The management reserves the right to have final interpretation of pool rules.

### (e) Horseplay, Water Games, etc.

No horseplay or similar activities shall be permitted in the pools or surroundings.

### (f) Chairs and Sundecks

No chairs or sundecks are allowed to be placed around the pool deck or surrounding vicinity unless authorized by the Management. If any such chair or sundeck is found, they will be promptly removed and storage fee/charges will be imposed.

### (g) Float and Scuba Gears, etc

No large mats bulky floats, snorkels and scuba gears shall be used in the pools.

### (h) Diving and Snorkeling

No diving and snorkeling is allowed in the pools.

### (i) Infectious/Contagious Diseases

Residents/guests with any infections or suffering from contagious diseases are not allowed into the pools or its vicinity. This includes those persons with open wounds or bandages of any type.

### (i) Restriction

Urinating and defecating in the pools are prohibited. Any Residents/ Guests/Invitees caught doing so shall be requested to leave the pools immediately. The costs and expenses of cleaning the pool will be billed to the said defaulting Resident's account.

Residents are reminded not to litter but help to keep the pools areas clean at all times.

The filtration plant/pump room of swimming pools is out of bounds to all persons unless authorized by the Management. Anyone infringing this ruling will be prosecuted.

### (k) Nuisance

Noise must be kept to a minimum level so as not to cause inconvenience to other residents. Shouting or screaming is prohibited.

### (I) Special People

All special people are kindly advised to refrain from using the pool for safety purposes unless with proper supervision.

### (m) Thunderstorms, Rain, and Lightning

For safety reasons, all swimmers and other users of the pools are to immediately vacate the pool area during inclement weather, like thunderstorms, rain, and lightning. Please refer to paragraph 5.5.1 on Thunderstorms, Hail and Lightning.

### (n) Harmful Objects

Glassware, breakable and other harmful objects e.g. hair-pins, curlers, safety pins, bobby pins, rollers, earrings, shall not be worn by any swimmer while inside the pools.

### (o) Food, Drinks & Beverages

No food and drinks, including alcoholic drinks like beer, liquor and wine are allowed in and within 1.5 meters around the pools. Smoking is strictly prohibited in the pool and vicinity. No taking or consumption of illicit-drugs includes inhalants such as glue sniffing is allowed.

### (p) Radio, Television, Tape Recorders etc

No radios, tape recorders, television sets and other electronics or sound equipment shall be used in the recreational areas unless expressly authorized by the Management prior to its use.

### (q) Personal Property

The Management shall not be responsible for any loss and/or damage to the personal property left in the changing room or in any other parts of the Building.

### (r) Breach of Rules

Any Resident found to be in breach of any of the rules and regulations set out herein, shall be asked to leave the particular recreational area where offence was committed immediately. The Management reserves the right to bar/disallow any Resident from using the pools, without providing any reasons, if any of the aforesaid rules have been violated.

### (s) Lifeguards

The Management declares that No Lifeguards will be employed or stationed at the swimming and wading pools.

### (t) Exclusion Clause

Any Resident who cannot swim should not use or loiter around the pool decks unless accompanied by a competent swimmer. Residents are advised to exercise caution when using the pools. The Management shall not be responsible for any injury, accidents, deaths, losses or damages caused or suffered by anyone arising from using the swimming/wading pool and its surrounding howsoever caused.

### (u) Maintenance

The pools may be closed for cleaning and treatment or repair etc. as and when the Management deems necessary.

### (v) Swimming Lessons

Only authorized and competent instructor is allowed to conduct swimming lessons at the pool, subject to prior approval of the Management, and the time and duration of the lessons must also be approved. For any such approvals granted, the Management shall not be held responsible for any injury or mishap which may occur during the course of the lessons. The instructor, students or/and their parents or guardians shall use the pool at their own risk and be fully responsible for their own conduct and action.

### (w) Pets

No pets are allowed in the vicinity of the swimming pool area and the management the rights to immediately remove the pets.

### 1.5.3 Badminton Court/Multi-purpose Hall

### (a) **Operating Hours**

The badminton court/multipurpose hall will be opened daily from 7.00 a.m. to 10.00 p.m. to residents of Vista Komanwel B Condominium only. Every session is equivalent to two (2) hours.

### Peak Hour usage is as below: -

Weekdays : 6.00 p.m. - 10.00 p.m. Saturday, Sundays and Public Holidays : 2.00 p.m. - 10.00 p.m.

### (b) Booking fees

A fee may be imposed by the Management at its discretion.

### (c) Reservations

- i. Only Residents of Vista Komanwel B Condominium are allowed to book the badminton court/multi-purpose hall. Management reserves the right to change the rules for booking from time to time as it deems fit.
- ii. Bookings will open during office hours only. However, in the event that the courts are not booked and are available at certain hours during the weekends/public holidays, residents may register for use of the courts at the guard-house.
- iii. Bookings must be made either in person or by telephone call. Acceptances of bookings are on the basis of first come first serve. Booking through telephone call must be subsequently confirmed in person and booking fees, if any, must be paid at least 24 hours before sessions start.
- iv. Residents must use up its current booking before he/she is allowed to make the next booking for badminton court/multi-purpose hall unless approval is given for block booking for a duration not exceeding one (1) month and such block booking is subjected to cancellation by the Management.
- v. Each Condominium Parcel is entitled to book the badminton court/multipurpose hall up to a maximum of two (2) sessions per week inclusive of one (1) session during peak hours.
- vi. Bookings made are not transferable. In the event of failure to be present at the appointed time and upon the expiry of a grace period of ten (10) minutes, the said session will be taken up by the next Resident on the reserve list. Booking fees, if any, paid for the said session will be forfeited.
- vii. Management reserves the right to refuse any booking, if Resident has violated any of the aforesaid rules.
- viii. Residents using the badminton court/multi-purpose hall shall be fully responsible and liable for any loss, damages or pilferage to any equipment, property or personal effects whilst in the badminton court/multi-purpose hall.
- ix. The Management shall not be responsible for any theft, loss or damage to personal property within the badminton court/multi-purpose hall.

### (d) Nuisance

- Noise levels must be kept to a minimum so as not to cause inconvenience to residents.
- ii. No assembly of person, gatherings or children groupings are allowed in the badminton court/multi-purpose hall unless authorized by management.
- iii. Residents/Players must ensure that they vacate the badminton courts immediately after their game session has ended. Residents/Players will be charged fees for the following session (if any), if they failed to vacate the badminton court/multi-purpose hall or overstaying for more than ten (10) minutes.
- iv. The Management reserves the right to disallow or bar any Resident from using the badminton court/multi-purpose hall for a period of time if he/she has fails to comply with the aforesaid rules.

### (e) Users Identification and Risk

Residents shall produce their resident cards upon request by the security guards or Management staff on duty for purposes of verification of their identity. Those failing to do so may be asked to leave the badminton court/multi-purpose hall immediately.

### (f) Coaching

- i. Subject to approval being obtained from Management, no outside coaches are allowed to give lessons in the badminton court/multi-purpose hall.
- ii. Coaching lessons, if approved, will be conducted during "off peak" hours of play; subject to availability of badminton court/multi-purpose hall.

### (g) Attire

All players must be in appropriate and proper attire for the game. Only non-marking rubber shoes are allowed in the badminton court/multi-purpose hall. Players must bring their own rackets and shuttles. Badminton net is provided.

### (h) Littering

No littering is allowed in the badminton court/multi-purpose hall or its vicinity. Offenders will be blacklisted and barred from using the badminton court/multi-purpose hall. Offenders will also be billed the cleaning cost.

### (i) Pets

No pets are allowed in the vicinity of the badminton court / multi-purpose hall area and the management reserves the rights to immediately remove the pets.

### 1.5.4 Gymnasium

(If the gymnasium is leased to a private operator, then the regulations and rules as set by the said operator shall be observed.)

### (a) Operating Hours

The gymnasium is open for use from 7.00 a.m. to 10.00 p.m. daily, except when it is closed for maintenance.

### (b) Registration

Residents are advised to register their name at the guard-house as proof of time of entry and exit from the gymnasium.

### (c) Liability of Damage

Resident and guests shall be held responsible for any damage caused by him/her and/or his/her guests. Any damage caused by previous Resident user(s) of the gymnasium should be reported to the Management immediately before the commencement of use of the facilities.

### (d) Food, Drinks & Beverages

No food is permitted in the immediate vicinity of the gymnasium.

### (e) Children

Children aged 12 and below shall not be allowed in the gymnasium.

### (f) Attire

Appropriate and proper attire must be worn at all times. No singlet or indecent clothing is allowed. Proper shoes shall be worn at all times.

### (g) Exclusion Clause

- i. Management will take every precaution and steps to ensure that the facilities and equipments placed in the gymnasium are properly maintained. All Residents and their guests use these common facilities at their own risk.
- ii. The Management shall not be responsible nor be held liable for any bodily injury sustained or suffered or for any loss and/or damage to personal property of the Resident users and/or their guests.

### (h) Breach of Rules

Management reserves its right to order any Resident and/or his/her Guests/ found in breach of any rules and regulations to leave the gymnasium immediately.

### (i) Guests

The maximum number of Guests per Condominium Parcel, who may use the gymnasium, at any time, shall not exceed two (2) persons. At the discretion of the Management, Guests may be requested to pay a fee for the use of the gymnasium.

(j) No pets are allowed in the vicinity of the gymnasium area and the Management reserves the rights to immediately remove the pets.

### 1.5.5 Nursery

The Residents shall use the nursery services performed by a private operator, solely at their own risk.

### 1.5.6 Children's Playground

### (a) Children using The Play Structure

All children below the age of 12 years must be accompanied and supervised by an adult who shall be responsible for their conduct or safety.

### (b) Food Drinks Not Permitted

No food and drinks is permitted at the play structure area.

### (c) Littering

No littering is allowed.

### (d) Equipment In The Play Structure Area

- i. All equipment placed and/or installed in the common areas are shall not be moved or removed without the permission of the Management.
- ii. Any usage of equipment at the playground shall be at the Resident's own risk.

### (e) General

- i. No sand throwing is allowed.
- ii. Any object with sharp edges or harmful is strictly prohibited.
- iii. No pets are allowed in the vicinity of the children playground area and the Management reserves the rights to immediately remove the pets.

### (f) Disclaimer of Liability

The Management, its agent and its employees shall not be liable in any manner whatsoever for loss of or damage to any person, property or injury or death of any person in the use of the facilities.

### (g) Amendments and Alterations

The Management reserves the right to amend any of the above rules and regulations.

### 1.6 Duties of Proprietor

### 1.6.1 A Proprietor, including any Occupant of the Condominium Parcel, shall: -

- (a) Permit the Management and its 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 Condominium Parcel for the purpose of:
  - i. inspecting the Condominium Parcel;
  - Maintaining, repairing or renewing pipes, wires, cables and ducts used or capable of being used in connection with the enjoyment of any other Condominium Parcel or the Common Property;
  - iii. Maintaining, repairing or renewing the Common Property; and
  - iv. Executing any work or doing any act reasonably necessary for enforcement of these by-laws or other by-laws affecting the Building;
- (b) Forthwith carry out all the work ordered by any competent public or statutory authority in respect of his/her Condominium Parcel/Parcel other than such work for the benefit of the Building generally, and pay all assessments, charges and outgoings which are payable in respect of his/her Condominium Parcel/Parcel.
- (c) Repair and maintain his/her Condominium Parcel/Parcel and keep it in a state of good repair, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted.
- (d) The Proprietor shall bear the costs and expenses of repair within his own Condominium Parcel for the following defects: -
  - i. floor leakages to Condominium Parcel immediately below the Proprietor's Condominium Parcel;

- ii. damage to ceiling, floor and wall which may affect the integrity of adjacent Condominium Parcel directly above, below, left or right of the Condominium Parcel; and
- iii. Utilities supply mains connecting to the Condominium Parcel within the walls or floors which usage the Proprietor enjoys.
- (e) In the event the proprietor refuses for any reason to attend to any of the above request from the management namely water leaks and seepage, the management is authorized to disconnect the water supply to his / her parcel until rectification work is fully completed.
- (f) Any dispute on the interpretation of this Rule shall be referred to the Management and its decision on the dispute shall be final.

### 1.6.2 Proprietors' / Residents' Particulars Update

(a) Occupants' Particulars

The Proprietor / Head Tenant shall submit to the Management his Particulars including his current mailing address, e-mail address, office and mobile contact numbers, names of occupants in the condominium parcel and all other relevant information, which the Management shall require from time to time. More particulars of occupants shall be required later on for the purpose of issuing Resident Cards.

(b) Responsibility to Continually Update

The Proprietor / Head Tenant shall be responsible to continue to keep the Management updated with the latest particulars as stated above in House Rules Section 1.6.2 (a) at all times within the shortest time possible to avoid any form of complication late

### 1.6.3 Change of Occupant / Tenant

(a) Obligation to Notify Change of Occupancy

Proprietors must immediately notify the Management in writing of any change of occupancy of their condominium parcel prior to any Moving in or out.

(b) Resident / Tenant Update Form

The Proprietor shall notify the Management upon commencement of occupancy of the condominium parcel / retail lot and be required to fill in details of all the new occupants of the condominium parcel / retail lot in the "Resident / Tenant Update Form" for record and security purposes.

(c) Details of Tenant

All leasing /rental of condominium parcel / retail lots must be notified in writing to the management with details such as, names, NRIC / Passport number, telephone and mobile contact numbers, e-mail addresses, vehicle numbers and other relevant data of the tenant / lessee as specified in the "Resident / Tenant Update Form".

(d) Notification within Two Weeks

Proprietors/Residents shall ensure that all their particulars are up-to-date. Any changes of occupancy must be notified to the Management within two (2) weeks of such change.

### (e) Risk of Non-Compliance

Residents who fail to comply with the foregoing paragraphs shall risk being treated as visitors.

### 1.6.4. Empowerment

The Proprietor hereby agrees that the Management shall be empowered to levy such fines and penalties on any person whomsoever in respect of any breach of the rules and regulations herein contained.

### 1.7 Management Committee By Laws

As per Strata Management Act 2013 (ACT 757) & Regulations (As At 15<sup>th</sup> July 2015), Second Schedule and VKBMC Constitution Additional By-Laws which is approved and adopted as at 7<sup>th</sup> January 2017.

### 2.0 OPERATIONS

# 2.1 Security (role & authority, identification cards, entry exit, vehicle clamping/illegal parking)

### 2.1.1 Safety Precaution

- (a) Residents must ensure that all the doors to their Condominium Parcel and car(s) are properly locked and secured. The 24-hour round the clock security services provided are limited to the general control at the points of ingress/egress and common areas and patrolling within Vista Komanwel B Condominium only.
- (b) The security services rendered does not extend to cover personal and individual parcels. Therefore, each Resident must take appropriate and positive steps and action to protect his/her own personal belongings or property.
- (c) Residents must ensure that all their doors and windows are properly secured and locked in the event of electricity/power failures, rainy nights, long weekend, festive seasons and holiday period so as to avoid any theft or breakin.

### 2.2 Residential Identification

The Management or anyone authorised by the Management or the security guards may require any person in the common area to identify himself or herself. For your convenience, resident cards shall be made available for a fee. Please refer paragraph 4.2 on Resident's Card.

### 2.3 Rules & Regulations for Car Parks

The Proprietor(s) covenants that he/she will observe and perform all rules and regulation governing the car park areas within Vista Komanwel B Condominium comprising their respective Condominium Parcel or on the said Land that may be issued from time to time by the Management or the Appropriate Authority, as the case may be, and shall pay all service charges for the service or other charges for the maintenance of the said car park areas.

All vehicles shall be driven carefully and safely in Vista Komanwel B.

### 2.3.1 Car Sticker

- (a) There shall be two (2) types of car-park stickers as follows:
  - i. Yellow-Lot Car-park Sticker
    - For the use of Designated Proprietor Car-parking Lot which is painted yellow;
    - 2) Yellow-Lot Car-park Sticker will be provided for each car-parking lot belonging to the Proprietor/Resident of the Condominium Parcel and the same shall be displayed prominently on the lower left side of windscreen of the vehicle at all times for easy identification and failure to comply may result in clamping of the vehicle.

- 3) If Proprietor/Resident wish to transfer his/her parking rights from an existing vehicle to another vehicle to use the Designated Resident carparking lot, the Proprietor/Resident must return the original car sticker and apply for a new car sticker according to procedures.
- ii. White-Lot Car-park Sticker
  - 1) For the use of Non-Designated Car-parking Lot which is painted white.
  - 2) The Management Corporation may draw up rules to govern the rules for the use of white painted car-parking lot from time to time.
- (b) Any loss of all car sticker must be reported to the Management immediately and in writing. A new replacement car sticker will be issued and a replacement charge to be determined by the Management will be imposed. Each new car sticker shall bear a new serial number. The lost car sticker shall be rendered invalid.
- (c) However, no replacement car sticker will be issued after two (2) consecutive losses. Request for replacement car sticker must be made in writing on each occasion.
- (d) Display Valid Car Sticker at all Times. It is the responsibility of the proprietors/resident to renew for a valid car sticker from time to time.
- (e) The authorized car sticker is to be displayed prominently on the front windscreen or on the dashboard of the vehicle at all times for easy identification whilst the vehicle is parked at the condominium compound, failing which the vehicle shall be clamped and a release fee will be imposed.

### 2.3.2 Car Parking Lots

- (a) Proprietor/Residents shall only park their vehicles at the designated car parking lots as stipulated in their respective Strata Title or the Sale and Purchase Agreement as the accessory parcel(s) or at such other parking lot as may be approved by the Management.
- (b) There shall be three (3) types of car parking lots as follows:
  - i. Designated Proprietor Car-parking Lot (Painted Yellow): -
    - 1) Proprietors/Residents with Yellow-Lot Car-park Sticker shall park their vehicles at the Designated Proprietor Car-parking Lots (painted yellow).
    - These car-parking lots are allocated to Proprietors according to their respective sales and Purchase Agreement.
  - ii. Non-designated Resident Car-parking Lot (Painted White): -
    - Proprietors/Residents with White-Lot Car Stickers shall park their second vehicles at common car parking lots (painted in white) on" first come, first serve" basis due to the limited number of common car parking bays.
    - 2) These car-park lots are common properties.
    - 3) The Management reserves the right to decide the use of the common car parking lots.
  - iii. Designated Visitor/Lease Car-parking Lot (Painted Red): -

- Visitors must register themselves at the security check point and an entry permit card must be displayed on the dashboard of the vehicle at all times.
- Residents with VKBMC Car Stickers are allowed to park their vehicles from 11pm to 7am at the Visitor Car-parking Lots with the permission from the Security guards should the Non-Designated Resident Carparking Lots are full. This arrangement is subject to availability.
- (c) The car parking lots are strictly to be used for the parking of non-commercial vehicles which shall not exceed the following specifications:

Length: 4.8 metres
Width: 2.1 metres
Height: 2.1 metres

The car parking lots are for the sole purpose of parking of non-commercial vehicles and cannot be used for any other purpose.

- (d) The Management will take action against errant driver who performs improper parking which causes inconvenience to other Residents.
- (e) All vehicles are parked in the car parking lots within Vista Komanwel B Condominium at the respective Proprietor/Resident own risk. The Management shall not be held responsible or be liable for any thefts, losses, damages, other misdemeanour to the vehicles, including any contents therein, parked in the designated car parking lots howsoever arising.
- (f) The Proprietors/Residents shall not fix any grille or place any form of obstruction whatsoever on the entrance exit or driveway to or in their respective allocated parking lot or in the parking lot not designated for the parking any cars. The Management reserves the rights to remove such grille or any form of obstruction at the cost and expense of the said Proprietors.
- (g) Should designated car parking lots (painted yellow) be rented out, they should NOT be rented out to non-residents for safety and security purpose.

### 2.3.3 Check-Ins and Check-Out

- (a) All Residents shall observe the check-ins and check-out procedures upon entry and/or exit from Vista Komanwel B Condominium by following instructions given by the security guard on duty at the entrance of the guardhouse.
- (b) Car stickers, entry permit and car access card are not transferable and car stickers and entry permits must be displayed prominently at all times. Any vehicle without a display of valid sticker/entry permit will be clamped.
- (c) Cars without valid car sticker will not be allowed to enter Vista Komanwel B Condominium.
- (d) The Management is empowered to review, revise, amend and alter to the carpark Rules and Regulation from time to time which shall become effective upon giving two (2) weeks' notice to the Residents.

### 2.3.4 Motorcycles, Bicycles, etc.

Motorcycles, bicycles and other similar forms of transport shall be parked at the designated parking lots. On no occasion should these vehicles be left or parked in any other parking bays or other areas within Vista Komanwel B Condominium.

### 2.3.5 Wheel Clamping / Towing

(a) Improper Parking

Every vehicle shall be properly parked in the designated parking bay without causing any obstruction to any adjacent vehicle or the flow of traffic. An improper parked vehicle may be towed away and holding charge or wheel-clamped by the Management Corporation, at the vehicle owner's cost without prior notice. The Management shall not be liable for any damage or loss caused to such vehicle by the towing or wheel-clamping of the vehicle.

### (b) Unauthorized Vehicles

Any unauthorized vehicle parked in common property or any vehicle parked outside the designated car parking bay or in any parking bay designated for other proprietor may be towed away or wheel-clamped by the Management Corporation, at the vehicle owner's cost without prior notice. The Management shall not be liable for any damage or loss caused to such vehicle by the towing or wheel-clamping of the vehicle.

(c) The wheel clamp can only be removed after the payment of a charge rate to be determined by the Management or if exceeding a day, a holding charge of RM50.00 per day will be levied or such rate of penalty charge as determined by the Management from time to time. The said charges shall be deemed as contributions toward the Building Maintenance Fund of the Management.

### 2.3.6 Guests and Visitors Parking

- (a) Visitors are only allowed to park at the designated Visitors' red parking bays.
- (b) Visitors are not allowed to park at the designated parking lots (painted yellow) meant for Residents except with permission from the proprietor of a particular car park bay.
- (c) Any Visitor's vehicle without a display of valid entry permit will be clamped.
- (d) Residents must ensure that their Visitors abide by the parking rules. Vehicles found parked in areas not meant for parking or causing obstruction are liable to be towed away or clamped without notice to the vehicle proprietor. The vehicle proprietor concerned will be liable to bear the cost of towing or pay a minimum fee of RM50.00 for the removal of the wheel clamp.

### 2.3.7 Miscellaneous

- (a) No major repairs shall be carried out by any person to any vehicle parked in Vista Komanwel B. Major repairs means repair works which involve excessive noise, fume, spillage of oil, use of chain blocks or other medium or heavy duty weight lifting equipment.
- (b) Any person using the car park in Vista Komanwel B shall ensure that he/she does not leave any equipment, spare part, discarded material, rubbish and litter in the car park area. The Management may remove and dispose of such

- items, and the cost incurred in doing so shall be borne by the person concern on demand.
- (c) Any vehicle owner of a vehicle parked in Vista Komanwel B 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 the residents. The Management may prohibit the vehicle from entering the condominium for such period and upon such terms as the Management shall be fit and proper.

### 2.4 Refuse Disposal

According to Ministry of Urban Wellbeing, Housing and Local Government, it is an offence under the Solid Waste and Public Cleansing Management Act 2007 (Act 672) to not separate solid waste. a maximum fine of RM1,000 will be imposed on people who do not separate solid waste according to types in suitable plastic bags with effect from 1st January 2016 as required under Act 672 Federalization of Solid Waste Management.

Ministry of Urban Wellbeing, Housing and Local Government has categorized two basics types of household waste as follows:

### (a) Residual Waste:

- i. This includes kitchen waste, food waste, contaminated materials, disposal diapers, and others.
- ii. Residual wastes must be packed neatly into plastic bags/containers and placed inside trash bin.

### (b) Recycle Waste:

- i. This includes paper, plastic, glass/ceramic, metal/steel/aluminum cans, electronic waste/small electrical appliances, Hazardous waste, Leather/rubber/shoes/fabric, bulky waste and garden waste.
- ii. Types of recyclable wastes that need to be separate according to groups.

### 2.4.1 General

- (a) No rubbish, rags or any other refuse/garbage shall be left at or placed at the common area or thrown through the doors or windows of the Condominium Parcel. All refuse/garbage should be placed into the refuse bin provided in the refuse chamber at each level of the Building.
- (b) In no circumstances can any Resident throw or place his/her refuse/garbage around the perimeter fencing or outside Vista Komanwel B Condominium, which will make the place unsightly and poses a health hazard.
- (c) Any Residents who commits such an offence shall be fined for an amount to be determined by the Management.
- (d) Proprietor/Resident shall not cause any unsightly accumulation of dirt, garbage, rubbish or debris in his/her parcel and accessory parcel that is visible from the outside and affecting the appearance or façade of the building or common property as per Act 757.
- (e) In disposing his/her refuse, a proprietor shall ensure that the refuse is securely wrapped and that any recycle material or waste is separated and prepared in accordance with the applicable recycling guidelines.

- (f) Proprietor/Resident shall **NOT** dispose his/her refuse into any sink, water closet, manhole or drain, or allow anything to be done which will cause clogging or blockage to the sewerage and drainage system.
- (g) Proprietor/Resident shall NOT allow any object, refuse, or rubbish of any description to be thrown or swept or emptied out of any external window or door of a parcel, or abandoned in any corridor, lobby, lift, landing, staircase, car park or any other part of the common property.
- (h) Proprietor/Resident/Visitors shall NOT throw live cigarette butts into any refuse receptacle.

### 2.4.2 Refuse/garbage in Plastic Bags

- (a) Residents shall ensure that all their refuse/garbage is sealed in non~porous plastic disposal bags and placed into the refuse bin provided in the refuse chambers at each level of the Building or at such collection points or refuse center as designated by the Management. Any spillage from his refuse shall be promptly removed and cleaned up by the proprietor.
- (b) All "wet refuse/garbage" should be thoroughly drained of any liquid and care should be taken to prevent it from dripping on the floor.
- (c) The Management may from time to time introduce new rules governing the disposal of various types of garbage and these rules shall be adhered to strictly by the Residents upon their introduction.

### 2.4.3 Refuse Chamber Room

Residents using the refuse chamber room must ensure that all refuse/garbage are properly sealed in non-porous plastic bags and place them into the refuse bins provided in the refuse chamber. Residents must also ensure that the door of the refuse chamber room is properly closed after disposing their refuse.

### 2.4.4 Heavy or Bulky Objects

Heavy or bulky objects shall **NOT** be discarded at any refuse chamber. Proprietors/Residents shall remove such heavy or bulky objects from the Condominium Parcel unless there is a designated facility approved by the Management for this purpose.

### 2.4.5 Disposal of Recycle Items

Proprietor/Residents shall dispose all recycle items accordingly into the recycle bins provided at the collection point designated by the Management in support of environment protection and recycling initiatives. The types of rubbish/trash should be segregated according to the following colored refuse bin:

- (a) Brown Bin glass
- (b) Blue Bin paper products
- (c) Orange Bin plastic, aluminium and tins

### 2.5 Letter Box

- **2.5.1** The letter boxes are located on the ground floor. Each letter box is labeled according to the individual Condominium Parcel numbers.
- **2.5.2** Please note that in the interest of security, the Management does not retain a master key or any extra set of keys to the letter boxes. As such, Residents are advised to make spare key and keep them in safe and secure place.

### 2.6 Access Control Cards (Barrier Gate and Lift Access)

- 2.6.1 The Proprietor shall be provided with one or several authorized access control card by the management (hereinafter referred to as "Access Control Card") according to the number of car parks attached to the Parcel. The Access Control Card is used to gain entry through the barrier gate at the entrance to the Condominium Complex and also to the lift serving to respective blocks.
- 2.6.2 The Access Control Card is meant for the Proprietor's or the Tenant's sole usage and must be retained in the care and control of the Proprietor or the Tenant at all times.
- **2.6.3** In the event of loss, the Proprietor and the Tenant agrees that a surcharge will be imposed by the Vendor for a replacement card. The Management or its representative must be notified immediately to enable the management or its representative to de-code the pin number.
- 2.6.4 A refundable deposit shall be collected for each Access Control Card as determined by the management or its representative from time to time will be paid by the Proprietor or the Tenant when they collect their card(s) to defray the cost of replacing lost or damaged cards. The Proprietor and the Tenant agree that a new deposit must be paid prior to collection of the new Access Control Card. The deposit or such balance thereof, shall be refunded to the Proprietor or to the Tenant, as the case may be, free of interest, upon the surrender of the Access Card to the Management or its representative.
- **2.6.5** All Access Control Cards shall remain the property of the management or its representative and shall be returned to the management or its representative for cancellation when no longer required.
- **2.6.6** The management or its representative reserves the absolute right to refuse to issue to the Proprietor or the Tenant the Access Control Card or to deactivate the same until all outstanding amounts (including but not limited to service charges, booking fees, etc.) owed by the Purchaser or the Tenant have been settled.

### 2.7 CCTV (Closed Circuit-Television)

2.7.1 Please be alert the CCTV system is in operation and images are being recorded 24/7 for the purpose of crime prevention. Residents who do not adhere to the 'House Rules' including act of vandalism, disposing of bulk rubbish etc. which is captured by the CCTV will have a serious repercussion. Please be alert and follow

the house rules to avoid penalty being charged into your maintenance's bill.

### 2.8 Moving In & Moving Out

Proprietors, Residents or Tenants shall be responsible for the conduct and behaviour of their appointed contractors while they are in the condominium.

### 2.8.1 Shifting Hours

All Shifting involving a Professional Mover or Large items of Furniture / Personal effects shall be confined to the following hours:

Mondays to Fridays: 9.00 am to 5.00 pm Saturdays: 9.00 am to 1.00 pm

Sundays & Public Holidays: No allowed.

### 2.8.2 Seventy-Two Hours Advance Notice

In order to maintain proper Scheduling and Monitoring, the Owner / Resident shall inform the Management at least Seventy-Two (72) hours in Advance of any Shifting involving a Professional Mover or Large items of Furniture / Personal Effects. Special permission to move in/out on weekend and public holiday must be approved by the Management Committee with at least one weeks written notice.

### 2.8.3 Ensure Common Property Not Damaged

- (a) The Owner shall ensure that the Common Property and or Facilities are not in any manner Damaged in the course of such Shifting.
- (b) The Proprietor, Resident and / or his Tenant shall be held Responsible for any Damage caused to the Common Property / Facilities and for whatsoever Liabilities arising thereof in the course of the Shifting.
- (c) The common area, i.e. floor, wall and the lift car shall be protected all the time during moving in/out to avoid the damage cause. Lift protection pad/board and floor protection mat can be rented from the Management if any. Residents shall be held liable to the damage to the common property as a result of moving in/out.

### 2.8.4 Minimize Inconvenience to Residents

The Owner shall further ensure that any Inconvenience so caused to other Residents shall be kept to the Minimum Possible.

### 2.8.5 Designated Service Lift

(a) The Proprietors / Residents /Tenants shall ONLY use the Designated Service, i.e. Lift BOMBA Lift for moving items of Furniture / Personal Effects. It is the proprietor's /Resident's / Tenant's responsibility to ensure that only the designated service lift is used for the transportation of furniture and other bulky objects.

- (b) Proprietors / Residents / Tenants shall endure the mover to board up the wall and the floor of the lift. Lift protection pad/board and floor protection mat sheet can be rented from the management office for a fee.
- (c) Damage Cost to Lift Borne by Proprietor

Should there be any Lift Damage arising from the Misuse of the BOMBA or other Resident Lifts, the Repair Cost shall be borne by the Parcel Proprietor concerned.

(d) Weight Limitation in the Lift

All Transportation of large items of Furniture / Personal effects via the Lift shall not exceed allowable weight limit displayed in the lifts.

(d) Strict Care while Using Lift

Strict Care shall be exercised in the moving of Furniture or any Bulky or Heavy items into the Lift.

(e) Right of Refusal for Non-Compliance

The Management Reserves the absolute Right and Discretion not to allow any Person to use the Lift should the Person fails to Comply with any of the Regulations herein.

Moving In/Out deposit is required and the amount shall be determined by the management from time to time. The cost of damage to the common area shall be borne by the resident and the Management reserves the right to deduct the cost from the said deposit.

### 2.8.6 Security Deposit

- (a) The Proprietor / Resident /Tenant shall place a Security Deposit of Ringgit Malaysia Two Hundred (RM200.00) with the Management Seventy-Two (72) hours before moving in and or out. The Management will determine the deposit amount from time to time.
- (b) Purpose of Security Deposit

Such Security Deposit shall be used to offset the cost to engage Cleaners to clear unwanted Debris left behind in the Corridor or any other Common Areas, and/or Make Good any Damage to the Common Property.

(c) Damage Cost Exceeding Security Deposit

If the Cost exceeded the Deposit amount, the Proprietor / Resident /Tenant concerned shall have to settle the full Difference before leaving. Any unused money shall be refunded to the Proprietor / Resident /Tenant.

### 2.8.7 Proprietor / Resident / Tenant Responsible for Own Belongings

The Owner and / or his Tenant shall be Responsible for the Safe Custody of his own Belongings.

### 2.8.8 Indemnity from Liability

The Management shall not be Liable in any manner whatsoever for any Loss of or Damage to any Personal effects including, Valuables, Fixtures and Fittings belonging to the Owner and / or his Tenant in the course of the Shifting.

### 3.0 FACILITIES

### 3.1 Exterior Facade of the Building

- a) For of maintaining image the purpose the of the Building, Proprietors/Residents shall not allow any protruding fittings or items including poles for hanging clothes to extend through any door or window openings or balcony of their respective Condominium Parcel. No screens, blinds, TV aerials, shade, awning or grille shall be used except those designs conformed to and approved by the Management. These items should only be fixed within the internal faces of the Condominium Parcel only.
- b) Residents shall not place any brooms, mops, cartons, notices, advertisements, posters, illuminations or other means of visual communication on windows, doors or passages or any other places which may be visible from the outside of the Condominium Parcel.
- c) Residents shall ensure that textile items such as clothes, towels, linen rugs and carpets—shall not be hung or placed in any areas which may be visible from the outside of their Condominium Parcel or common areas. In particular, such textile items shall not be hung from poles that protrude through the windows, balconies or roofs of their respective Condominium Parcel.
- d) All nails, screws or any similar fasteners used at the external surfaces of the Building should be of stainless materials so as to prevent staining of the exterior of the Building.
- e) No alteration or renovation shall be carried out to the external façade of the Building by any Proprietor/Resident. Repainting to different colours and type of material to any part of the façade by any Residents is strictly prohibited. Residents found in breach of this rule shall bear the costs and expenses of restoring the particular part of the façade altered to its original condition.

### 3.2 Types of Renovation and Renovation Policy

(Please also refer to Section 4.4 on Administration regarding Renovation Policy).

### 3.2.1 General Rules

Proprietor must obtain prior approval from the Management before commence any renovation works. Proprietor/Residents are required to obtain approval by submitting an application to the Management in a prescribed forms and format form available at the Management office.

### 3.2.2 Iron Grilles

- (a) Only grille for doors and windows of approved size, design and colour are permitted to be installed in the Condominium Parcel. Please refer to Annexure A for standard specifications and design of grille.
- (b) Proprietors are not permitted to install any grilles or light fixtures at the common corridors or staircase leading outside the entrance and beyond the boundary of each Condominium parcel. The Management reserves the right

- to remove or dismantle such grilles or fixture at the Proprietor own cost and expenses.
- (c) All grilles to be fixed must be of the colour approved by the Management in order to maintain uniformity in colour scheme to the external facade of Vista Komanwel B Condominium.

## 3.2.3 Building Structures

- (a) No alterations or deviations from the building plans are allowed without prior written consent from Management to avoid problem relating to structural stability and safety.
- (b) Do not tamper with structural framework of the Building such as column, beam, slab and walls including internal party walls.
- (c) Only minor works shall be authorised and *Strictly No Structural Alteration* is allowed under any circumstances.

## 3.2.4 Balcony and Windows

- (a) No installations of awnings or other sun shading devices or projections outside the Building is allowed. This includes contraptions of any kind for hanging of clothes or TV aerials/antenna as there is a system installed centralized MATV. This applies to both internal/external parts except for wash yard area provided it does not protrude or come within the view of others.
- (b) No alterations to existing windows, doors or walls are allowed. This includes all fixtures and/or fittings.
- (c) No tinting of window glass panels or aluminum sliding doors are allowed for purpose of maintenance and protecting the aesthetically uniformity of Vista Komanwel B Condominium.

#### 3.2.5 Floor and Wall Finishes

- (a) Only limited chipping or hacking is permitted so as to prevent damage to walls and floor which may cause structural and floor leakage problem.
- (b) Shifting or creating additional walls, windows or doors are prohibited.
- (c) Floor finishes such as ready-made polished marble timber flooring, ceramic tiles, PVC tiles, mosaic or parquet are permitted.
- (d) Debris arising from hacking works need to be cleaned up not only in the Condominium Parcel but also outside the Parcel along the common area.

#### 3.2.6 Floor Loading Capacity

(a) Proprietors shall not overload, place or permit to be placed upon the floor of their Condominium Parcel or any part thereof, any load, weights in excess of 150 kg per square meter.

Proprietor should seek approval from the Management of their intentions to install within their Condominium Parcel any safe vaults or "bulky items" which may affect the floor loading capacity. They are advised to seek advice and

prior approval from the Management. They shall be fully liable for any actions or claims arising from damaged floors etc.

## 3.2.7 Water, Sanitary & Plumbing Works

- (a) No additional water pipes or other sanitary fittings can be installed without prior approval of the Management.
- (b) Any adverse effects on the water pressure caused to other Proprietors due to these works will be the sole responsibility of the defaulting Proprietor, both financially and technically. The defaulting Proprietor shall be liable for full damages with costs for any actions commenced against him/her by any affected Proprietors or relevant authorities.
- (c) Approval from the local authority must be obtained before changing the sanitary system, plumbing works etc.

#### 3.2.8 Electrical, Astro MATV, Telephone Wiring

- (a) Do not tamper with any wiring system including the centralized Astro / MATV antenna wiring.
- (b) No increase to the electrical load, points and fuses is allowed without obtaining prior approval of Tenaga Nasional Berhad (TNB). Any installation of additional air-conditioning parcel which may overload the electrical power system is not allowed.
- (c) No electrical equipment consuming power exceeding 60 amps shall be used.

#### 3.2.9 Bathroom

The bathroom flooring must not be tampered or altered to prevent seepage to lower parcel except for purpose of carrying out repair. For renovation works prior approval of the Management has been obtained on the method of installation and water proofing.

#### 3.2.10 Air-Conditioners

- (a) For the installation of air-conditioners, adhere strictly to the following guidelines:
  - i. No window parcels are allowed.
  - ii. Condenser water must be drained to the bathroom or wash yard outlets. In no circumstances must it be allowed to drip onto walls or onto other Condominium Parcel adjoining or below.
  - iii. All piping must be concealed as far as possible. However, if they have to run over the exterior walls of condominium then, they should be painted the same color as that for the exterior walls to maintain uniformity of aesthetics.
  - iv. Any openings through the walls must be hidden (covered) by the -condenser parcel.
  - v. The condenser/compressor parcel must be installed in line with those of other Condominium Parcel and located at designated places or air

- conditioner ledge as indicated on the attached building layout/block layout plans.
- vi. Please ensure your air-conditioning parcel do not have a combined electricity loading capacity that exceeds allowed loading capacity for your Condominium Parcel which may affect other Proprietors within the Building.
- (b) Approval must be obtained before installation of additional air-conditioning parcel at approved location and no air compressor parcel are permitted at main entrance/wall of the premises.

### 3.2.11 Sand and Aggregates

(a) No excess sand or aggregates are allowed to be dumped anywhere within the Building compound. The contractor must pack the sand or aggregates into bags and transported manually into the Proprietor's Condominium Parcel.

#### 3.2.12 Lift

Only one designated lift is allowed to be used for loading/unloading and moving in/out.

- (a) The Proprietors / Residents / Tenants shall ensure that their contractor ONLY use the Designated Service Lift, i.e. Lift BOMBA Lift for loading.
- (b) Should there be any Lift Damage arising from the Misuse of the BOMBA or other Resident Lifts, the Repair Cost shall be borne by the Parcel Proprietor concerned.
- (c) The Proprietors / Residents /Tenants shall ensure that their contractor to make sure loading via the Lift shall not exceed allowable weight limit displayed in the lifts.
- (d) Lift car shall be protected sufficiently all the time to avoid the damage cause. Protected board/sheet to board up the wall and the floor of the lift can be rented from the Management for a fee. Proprietors/Residents shall be held liable to the damage to the lift as a result of loading and unloading for renovation.
- (e) The Management Reserves the absolute Right and Discretion not to allow any Person to use the Lift should the Person fails to Comply with any of the Regulations herein.

#### 3.2.13 Protection to common areas

- (a) Common areas such as corridors and lift must be protected sufficiently by boarding it up with suitable materials to prevent damage and must be referred to the management who will provided the material to board up lift for a fee.
- (b) Any damage caused to common areas shall be made good by the contractor or Proprietor concerned or the any repair cost incurred by the Management shall be recovered from the defaulting Proprietor.

## 3.3 Grounds (Parking/traffic flow/car washing/drainage)

- **3.3.1** Management reserves the right to re-allocate car-park, redesign, revise the layout of the car-parks and impose from time to time any other terms and condition that may be levied by the relevant authorities.
- **3.3.2** Management also reserves the right to introduce any new system of parking, as it deems fit.

#### 3.3.3 Car Wash/Polishing and Repairs

- (a) Car wash or polishing is permitted within the parking lots provided that no dirt, mud and/or water is to be left thereon. However, to avoid inconvenience and nuisance caused to other Residents, car wash and polishing is recommended to be carried out at the designated car wash area or to use Car Wash Services provided by the Management located at the designated Service Area.
- (b) Except for minor repair works, no major repair work shall be permitted on the parking lot. (A "major repair" includes repair that involves excessive noise or spillage of oil or dirt).

#### 3.3.4 Additional Structures on Car Park

(a) No additional building or structure of any form shall be erected on any car parking lot in the Building without the Management's prior written approval.

#### 3.4 Utilities and other services

3.4.1 No utilities service cables, wires, pipes outside the confine of the individual Condominium Parcel may be tampered with for any reason without first obtaining prior approval from the Management. Any damage or loss incurred due to such tampering will be dealt with severely and the cost and expenses incurred for such repair and loss shall be borne by the defaulting Resident.

## 4.0 ADMINISTRATION

#### 4.1 ADMINISTRATION

#### 4.1.1 Insurance Coverage

- (a) Policy or policies of insurance taken up by the Management for the Building only covers against loss and damage by fire and such other risk as the Management may deem fit and expedient. These policies are however only meant for the Building including the Common Property only and do not cover any personnel effects in the premises.
- (b) Proprietors are advised to seek additional insurance coverage (namely household policy or all risks policy) to insure their respective personal belongings, home appliances, audio visual equipments, furniture and fittings etc.

## 4.1.2 Use of Management's Employee

- (a) No Proprietors/Residents are allowed to use any employee of the Management for any business or private errands.
- (b) The Management and its supporting personnel are not authorized or allowed to accept delivery of packages, parcels, tips, gifts etc. or perform any kind of private works for any Proprietors/Residents, unless on order or with instruction from the Management.

## 4.1.3 Funeral and Bereavement Arrangements

(a) Residents shall not hold such funeral and bereavement arrangements in their respective Condominium Parcel and shall do so at a funeral parlour of their respective faith or in the homes of their relatives outside the Building so as to observe the privacy of the other Proprietors/Residents in the Building.

#### 4.2 RESIDENTS' CARD/CAR ACCESS CARD

#### 4.2.1 General Rules

- (a) All Residents aged above 12 years old must be registered and issued with a Resident Card. The Resident Card must be carried by the Resident at all time within the vicinity of Vista Komanwel B Condominium. Proprietors/Residents without a valid Resident Card or failed to produce sufficient proof of their identity may be refused entry into the Building. For practical reason, such cards limited to the 6 persons for basic Condominium Parcel and 8 persons for Penthouse Parcel.
- (b) Proprietors/Residents are required to adhere to the following procedures for application of a Resident Card:
  - i. Complete the Application/Data Form,
  - ii. To pay resident card fee,
  - iii. To pay for Refundable Deposit,
  - iv. Allow two (2) weeks for collection of card at Management Office, and

- v. Settle the outstanding Maintenance Charges, Sinking Fund and utility charges.
- (c) Reissuance or replacement of the Resident Card will be at a prescribed fee by the Management per card. A replacement Resident Card will be issued and the lost card will be rendered invalid.
- (d) The Resident Cards are for identification purposes and used for the booking of any facilities, etc. within the Building. Only Residents and their Guests/Invitees are entitled to use the recreational facilities in accordance with the rules governing each recreational facility. They are required to produce the Resident Card for identification purpose. Failure to do so may result in them being asked to vacate immediately.
- (e) The Resident Cards are for pedestrian access into the Building and shall **NOT** be given to a third party for security reasons.
- (f) The Resident Cards are for car access into the VKB Condominium and one parcel unit is entitled for one car access permit to be programmed into a resident card (Penthouse is entitled for two car access permit to be programmed into two relevant resident cards). These resident cards shall not be given to a third party for security reasons.
- (g) The management reserves the right not to issue or bar the Resident Card to Resident, Occupant or Proprietor who is in arrears of Maintenance or Service Charges and other dues.
- (h) It is proprietor's responsibility to make sure their tenants/occupants to keep the cards safe.
- (i) Illegal duplication of Resident Card is a serious offence. Penalty of Five Hundred Ringgit Malaysia (RM500.00) per card shall be imposed and/or Police Report will be lodged against the offender.
- (j) These Rules and Regulation are subjected to amendments and/or addition from time to time (i.e. when the need arises) at the sole discretion of the Management. No objection will be entertained from any quarters.

#### 4.3 PARTIES AND FUNCTIONS

#### **4.3.1** Multi-purpose Hall / Pool Deck Area

Proprietors/Residents may use the multi-purpose hall and Pool Deck Area for their private functions, provided prior reservation is done by filling the necessary document available at the management office.

- (a) The charges for the use of the multi-purpose hall and the pool deck area shall be determined by the Management from time to time and shall be displayed at the notice board outside the Management Office.
- (b) Private parties and functions are limited to the multi-purpose hall designated pool areas or within the Condominium Parcel.
- (c) A cleaning charge, the amount of which shall be determined from time to time by the Management, will be levied for all bookings. A refundable deposit is collected with all bookings. For further information, kindly enquire with the Management Office.

- **4.3.2** Barbecue function may be allowed with the prior approval of the Management at certain designated spots.
  - (a) The charges for the use of the multi-purpose hall and the pool deck area shall be determined by the Management from time to time and shall be displayed at the notice board outside the Management Office.
  - (b) A cleaning charge, the amount of which shall be determined from time to time by the Management, will be levied for all bookings. A refundable deposit is collected with all bookings. For further information, kindly enquire with the Management Office.
- **4.3.3** Swimming pool is not permitted for private function.

#### 4.4 RENOVATION POLICY AND CONTROL

Proprietors shall not carry out any renovation works to his parcel without obtaining a prior written approval from the Management.

## 4.4.1 Approval Prior the Commencement of Renovation Works

- (a) Proprietors shall apply for prior approval for renovation works at the Management Office at least seven (7) days in advance. The said application for renovation should be in the form attached as Annexure C.
- (b) Renovation works need to be specified and the following supporting documentation and plans must be submitted for the management's:
  - i. Floor Layout Plan
  - ii. Proposed Electrical Layout Plan
  - iii. Proposed Plumbing Layout Plan
  - iv. Air Conditioning / Compressor Layout Plan
- (c) Alterations to the Building facade or external/internal load bearing walls are strictly prohibited. All renovation works must comply with rules and regulations imposed by the Management and the relevant governing authorities. If required, Proprietors must obtain approval(s) from those governing authorities prior commencement of renovation works.
- (d) Prior commencement of renovation works, Proprietor is required to do the following:
  - i. remit a Renovation Deposit of RM3,000.00 (Ringgit Malaysia Three Thousand Only) or such sum as determined by the Management, either in cash or in cheque. The said sum, if pay by cheque, must be made payable to "Perbadanan pengurusan Vista Komanwel B":
  - ii. remit administrative fee and other fees, e.g. rental of lift protection pad/board, rental of floor protection mat which will be determined by the management from time;
  - iii. full settlement of all outstanding service charges;
  - iv. to provide the detail of all the appointed contractors and their workers for pre-registration;

- v. to submit the undertaking in the form attached as Annexure B, Annexure C, Annexure D, Annexure E and/or any other required forms to the Management that they will abide and adhere to the House Rules and Regulations of Vista Komanwel B Condominium.
- (e) Proprietors are required to acknowledge that they have been briefed by the Management on the rules and regulations and those they shall adhere to those regulations.
- (f) Any renovation works found to be in progress without prior approval will be stopped immediately and the contractors will be ordered to leave the premises immediately.

## 4.4.2 Rules and Regulations for Renovation Works

- i. Preliminary / Facade Control
  - i. All renovation works shall not affect the façade of the Building and Common Property. The external facade cannot be altered which includes but not limited to doors, windows, balconies, exterior design, paint works etc. which must be according to the original plans of the Developer.
  - ii. All air-conditioning compressors and ancillary works, wirings, piping etc. must be located only in areas designated by the developer in its original plans.
  - iii. In the event of any proprietor who fails to comply with the above and had altered the façade of his/her Condominium Parcel following the renovation, the Management shall serve a fourteen (14) days notice to the defaulting Proprietor to demand him/her to restore the façade to its original look and position.
  - iv. If the defaulting Proprietor fails to comply, another fourteen (14) days notice will be served on the said Proprietor. Thereafter, the Management reserves the right to institute legal proceedings in any court of competent jurisdiction to compel the defaulting Proprietor to carry out the remedial works. The costs and expenses incurred shall be borne by the defaulting Proprietor.
- ii. 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 area.
- iii. Proprietor shall ensure that any renovation works to his/her parcel shall not in any way whatsoever affect or weaken any structural member support, including shear walls or structural load-bearing beams or column in the building. If any damage is caused to any of the building structural members by such renovations works, the proprietor shall at his/her 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.
- iv. 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/her parcel and if any damages is caused the proprietor shall immediately at his own cost, rectify and make good the damage to the satisfaction of the Management Corporation.
- v. 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.

vi. Proprietor shall ensure that any renovation or repair works to is parcel shall not in any way cause inconvenience or danger to other the proprietors in the building.

#### 4.4.3 Renovation Deposit

- a) The Proprietor concerned shall pay to the Management a Renovation Deposit of RM3,000.00 or such sum to be determined by the Management for compliance with the renovation rules and regulations and completion of renovation works within a certain time. It acts as surety to ensure that no part of the common area is damaged during the renovation period, cost of making good any damage to the Common Property, removal cost of any undisposed renovation debris materials and other relevant charges. Such costs/charges and expenses incurred will be deducted against this Renovation Deposit.
- b) The Renovation Deposit shall be refunded without interest after deducting for any of the abovementioned costs and expenses whatsoever and subject to the satisfaction of the Management upon joint inspection that all the Rules and Regulations for Renovation have been properly complied with by the Proprietor and his/her contractor including workmen and any damage howsoever to the Common Property has been properly made good.

## 4.4.4 Use and Protection of Lift

- (a) The designated lift to be used for the transportation of renovation materials, items, deliveries or debris MUST be protected with lift protection at all times which shall be provided by the management for a fee.
- (b) All transportation of renovation materials/items/debris via lift shall not exceed 500 kg at any one time.
- (c) In the event any contractor fails to comply with any of the Rules and Regulations herein, the Management reserves absolute right and discretion not to allow the contractor to use the lift.

#### 4.4.5 Renovation Working Hours

- (a) No drilling, hacking and coring works are allowed to be carried out without prior consent from the Management.
  - (b) All renovation works shall be confined to between 9.00 am to 5.00 pm from Monday to Friday. No renovation works or deliveries are permitted on Saturdays, Sundays and Public Holidays.
  - (c) Hacking, drilling and coring works must be notified to the management.
  - (d) The renovation period shall not initially exceed 3 months. Extension periods need to be submitted to the Management and approved by the Management. The maximum period for extension is one (1) month per application.

#### 4.4.6 Renovation Materials/Debris

- (a) All renovation debris/materials must be kept/stored inside the said Condominium Parcel concerned and they shall NOT be left/kept at the common areas (i.e. lift lobby, staircase, common corridor, air well, car park, driveway, lawn etc). The management will remove any renovation debris/materials if found in common area and the proprietor/resident will have to pay the fee of removing un-disposed renovation material/debris and cleaning fee. The management will bill the proprietor/resident accordingly. The proprietor is responsible for the wellbeing of their tenant.
- (b) 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 for this purpose.
- (c) The disposal of any renovation debris/materials from the Condominium Parcel concerned shall be immediately transported out of Vista Komanwel B Condominium. The common area outside the Condominium Parcel and passages leading to the Parcel, inclusive of the lift and lift lobby, should be kept clean at all times.
- (d) No mixing of cement should be done outside the confine of the Condominium Parcel.

## 4.4.7 Water Proofing Membrane

(a) To ensure that a proper layer of water proofing membrane is applied when changing floor tiles and/or wall tiles so as not to cause any leakage or condensation later. The water proofing membrane must be folded up to a height of not less than 150 mm at the floor/wall joint. The cost and expenses for making good any inconvenience or damage to the Common Property and/or adjacent Condominium Parcel(s) as a result of the renovation works will be solely borne by the Proprietor of the Condominium Parcel concerned. 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 150mm high. If the proprietor intends to change the wall tiles in a wet area, the proprietor shall similarly replace affected part of the damp proof membrane at the junction of the wall and the floor.

#### 4.4.8 Renovation Contractor and Workmen

- (a) All renovation contractors and workmen must register themselves at the security checkpoint at the guardhouse before entering the Building. Upon registration, each of them will be issued with an Identification Pass. They must wear the Identification Pass while working in the Building.
- (b) Notwithstanding the above Paragraph 4.4.8(a), the Management reserves the absolute right and discretion to bar the contractor and his workmen from entering on the following day if the contractor or any of his workmen is found carrying out the renovation works after 5.00 pm during weekdays. In the event that the same contractor or any of his workmen is found in breach of this regulation after two (2) notices have been served, the said contractor

- and his workmen shall be barred permanently from entering the Building.
- (c) Notwithstanding the above, the Management reserves the absolute right and discretion to bar the contractor and his workman from entering the Building if the contractor or any of his workmen is found to be deliberately in breach of any of the above Rules and Regulations.

## 4.4.9 Breach of Rules and Regulations

- (a) For breach of any of the above Rules and Regulations, the Management reserves its absolute right and discretion to levy a penalty charge of an amount to be determined by the Management for each breach.
- (b) The penalty sum shall be deducted from the Renovation Deposit or charged into the account of the defaulting Proprietor concerned in the event of insufficient money in the Renovation Deposit.

#### 4.5 CREDIT CONTROL & DEBTS MANAGEMENT

## 4.5.1 Defaulters and Management Fund

#### (a) Defaulter Classification

"Defaulters "are those parcel proprietors/persons who, on the first of each month, have outstanding contributions to the Management, exceeding two (2) months equivalent of service charges and sinking funds.

# (b) Management Fund includes Service Charges, Sinking Fund & Other Charges

Management Fund shall comprise Service Charges, Sinking Fund, Water Charges, Quit Rent, Insurance Premiums, Late Payment Interest and any other obligatory costs of the Management and including whatsoever charges, levies, damages, cost of damage to Common Property payable by those affected parcel proprietors / person concerned. The management reserves the right take action against the defaulter, i.e. to disconnect water supply, to deactivate the access card, etc.

## 4.5.2 Late Payment Interest

## (a) Late Payment Interest Levied on Daily Rest

A late payment interest at the rate of ten percent (10%) per annum based on daily rest will be automatically levied, without further notice, on all types of outstanding contributions to the invoice for all outstanding contributions to the Management Fund of Vista Komanwel B Condominium.

#### (b) Waiver of Late Payment Interest

Late payment interest shall only be waived with valid reason and subject to the approval by the management committee on a case-by-case basis. Any appeal for waiver of late payment interest must be submitted to the Management in written appeal.

#### (c) Late Payment Interest Deemed as Contribution to the MC

The late payment interest shall be deemed as a contribution to the Management Fund of the Management Corporation (MC) of Vista Komanwel B Condominium.

#### 4.5.3 Deactivation & Reactivation of Access Cards

## a) Deactivation of Defaulter's Access Card without Further Notice

The access card of a defaulter, under the definition as in house rules section 2.6.6 above, shall be automatically deactivated without any further notice and therefore barred from using card access to enter the Vista Komanwel B Condominium until all arrears and a reactivation fee as below are paid.

#### b) Reactivation Fee on Settlement of Arrears

A reactivation fee will be charged to the defaulter for the reactivation of the access card after the settlement of all arrears.

## c) Reactivation Fee Deemed as Contribution to Management Fund

The reactivation fee shall be deemed as a contribution to the Management Fund of the Management Corporation (MC).

## 4.5.4 Disconnection of Domestic Water Supply

#### a) Disconnection of Defaulter's Domestic Water Supply

The domestic water supply to the parcel parcel(s) of a defaulter under this House Rule shall be automatically disconnected (shut off) without any further notice until all the arrears and reconnection fee are paid.

#### b) Reconnection Fee Deemed as Contribution to Management Fund

A reconnection fee will be charged to the defaulter for the reconnection of the domestic water supply after the settlement of the arrears. The reconnection fee shall be deemed as a contribution to the Management Corporation (MC). Kindly refer to Schedule C.

#### 4.5.5 Panel Lawyer Appointment

#### a) Panel Lawyer Appointment

The management committee has the authority to appoint a panel lawyer for the legal prosecution of defaulters as well as any necessary legal defense of Vista Komanwel B Condominium staff or management committee (collectively or as individuals) if sued by any of the parcel proprietors, tenants, suppliers or third parties in the course of discharging their duties.

## 4.5.6 Legal Proceeding for Recovery of Arrears

## (a) Consideration of Legal Proceedings after 14 Days of Water Disconnection

If the said outstanding contributions to the Management Fund under the definition of House Rules are not settled within fourteen (14) days from the date of domestic water supply disconnection, then legal proceeding will be taken to recover such arrears and the cost of such legal proceeding will be borne by the defaulter.

## (b) Service of Intention to Take Legal Proceedings with 14 Days' Final Reminder

Notwithstanding the above, legal proceeding against any defaulting parcel proprietor(s) may be instituted without any precondition after the service of a fourteen (14) days' Final Reminder to the defaulting parcel proprietor(s) specifying the intention of the Management Corporation (MC) to commence the legal proceeding and the cost of such legal proceeding will be borne by the defaulter.

Notwithstanding the above, the defaulter shall be guilty of an offence under Section 79 of Strata Management Act 2013 (Act 757) and shall be liable on conviction to a fine not exceeding RM5000.00 (Malaysia Ringgit five thousand) and to a further fine not exceeding RM50.00 (Malaysia Ringgit fifty) for every day during which the contribution remains unpaid after conviction.

## 4.5.7 Prohibition from the Use and Enjoyment of Common Facilities

A defaulter under this House Rules will be prohibited from using and enjoying the common facilities of the Vista Komanwel B Condominium such as swimming pool, poolside area, children wading pool, barbeque pits, and gymnasium and function halls.

## 4.5.8 Prohibition from Application to Rent Rental Car Park Bay

A current defaulter under the definition of House Rules Section 8.1 above will be prohibited from making an application for a rental car park bay belonging to the Management Corporation (MC).

## 4.5.9 Display of Defaulters' List

### a) Defaulter's List to be Publicly Displayed

A Defaulters' List showing the names of the defaulters and their condominium parcel numbers shall be displayed at the notice boards or at various public places within the Condominium. For this purpose, defaulters are those who are more than two (2) months' equivalent of service charge and sinking funds in arrears.

#### b) **Defaulter's List Update Cycle**

Such Defaulters' Lists will only be updated at the end of each subsequent calendar month.

## 4.6 Communications (newsletter/complaints/notice board etc)

### 4.6.1 General Rules

(a) Notices or circulars relating to information, activities and events within Vista Komanwel B will be put up and on display in the public notice boards in the Building and Common Property for such period of time to be determined by the Management.

#### 4.6.2 Website of VKB

(a) To find out about the activities and events within Vista Komanwel B, Proprietors/Residents are encouraged to log onto the Management website at: www.vistakomanwelb.com.my

- (b) A copy of each of the following administration documents of Vista Komanwel B Condominium is available at the Management website:
  - i. The Constitution of Vista Komanwel B Management Corporation.
  - ii. Rules and Regulations of Vista Komanwel B ("House Rules")
  - iii. Minutes of the Annual General Meeting and Extraordinary General Meeting, if any.
- (c) Proprietors/Residents should refrain from posting or uploading unlawful, harassing, defamatory, abusive, threatening, obscene, profane, sexually oriented, racially offensive or otherwise objectionable material in our website or on the public notice boards within Vista Komanwel B Condominium and Common Property.

#### 4.6.3 Use of Notice Board

- (a) Prior approval must be obtained from the Management for the posting of any notices or messages or other matters onto the Notice Boards.
- (b) The maximum duration of posting of any notices, messages or other matters is two (2) weeks.
- (c) Only Proprietor(s)/Resident(s) who have obtained prior approval of the Management are allowed to post notices or messages or other matters on the Notice Boards within the Building.
- (d) For commercial advertisement, the Management will levy fee at a prescribed rate. The size of any commercial advertisement is limited to 210 mm x 297 mm (or equivalent to 8.27 inches x 11.69 inches) or size of an A4 paper.

#### 4.6.4 Newsletters

- (a) In the event you have any newsworthy matters, issues, articles or other publications that you wish to share with the VKB Residents, please forward the same to the Management Corporation of VKB via its email address as follows: feedback@vistakomanwelb.com.
- (b) The Management Corporation reserves its discretion to include or exclude the said matters, issues, articles or other publications in its monthly newsletter.
- (c) Residents or any registered third party can put up advertisement(s) about their products or services. The maximum size of such advertisement should not exceed 75mm x 105mm (equivalent to 3 inches x 4 inches) or 1/8 of an A4 paper. A fee, at a rate to be determined by the Management, will be imposed.

#### 4.6.5 Complaints

- (a) All complaints must be made in writing and hand in personally to the Management and addressed to the Chairman of the Management Committee. The complainant must supply information of his/her Condominium Parcel number, name, address and contact details. Anonymous complaint will not be entertained. An acknowledgement of receipt will be issued to each Complainant.
- (b) The Management has the discretion whether to take appropriate action(s) or not to take any action(s) on such complaint(s).

(c)	The Management will respond formally in writing to each Complainant(s) either through email or letter or conveyed its decision to the Complainant(s) in person.

## 5.0 HEALTH, SAFETY & ENVIRONMENT

#### 5.1 Combustible Materials

- 5.1.1 Highly combustible substances such as paint, thinners and petroleum products must not be kept in substantial quantities (larger than 5 litre containers) above the amount required to complete the renovation or other work being undertaken within the condominium.
- **5.1.2** Substances, which may give, rise to smoke, fumes, gas (except cooking gas not exceeding two small cylinders) or obnoxious smells or explosives of any nature (including but not limited to fireworks) shall not be stored or used in the Condominium Parcel, any part of the Building or the Common Property.
- **5.1.3** No radioactive waste of any kind may be kept within a condominium or within the perimeter of the common property.

#### 5.2 Incidents

5.2.1 Any incident including an accident occurring within the parcel or within the compound of the Condominiums shall be reported to the Management within a time frame related to the seriousness of the incident. These may include serious injury or an infectious or contagious illness, gas leak, hazardous substance spill, fire, vehicle accident, etc.

#### **5.3** Fire

#### 5.3.1 Fire precautions

- (a) Residents shall not do anything or permit anything to be done that may affect or invalidate any fire insurance in respect of the Building or any part thereof or increase the rate of premium of such insurance.
- (b) Residents must take all reasonable precautions to prevent the occurrence of fire. They are not to leave electrical or other appliances unattended while away from their Condominium Parcel.
- (c) Naked flames such as those from cooking should not be left unattended at any time.

## 5.3.2 Fire emergencies

- (a) In case of a fire, please take the following steps:
  - i. Stay calm. Alert those Residents/Occupants who may be immediately endangered such as those in adjacent parcel located on the floor where the fire is located and move them away from the fire and/or smoke, please refer to EVACUATION section in paragraph 5.8 below.
  - ii. Sound/activate the fire alarm by smashing the glass and pressing the button in the fire alarm box located in the lift area. This will automatically trigger a Bomba response.

- iii. If the alarm fails to operate, warn other Residents/Occupants by knocking on their doors and shouting warnings.
- iv. If there is an external gas supply to your apartment smash the glass in the yellow box on the wall adjacent to the gas supply room in the corridor and pull the handle to shut off the supply.
- v. Call the security guard on duty from a safely located phone. Give as much information as possible to the security guard.
- vi. If you can do so without jeopardising your own health and safety locate the fire extinguisher in the corridor or lift well area or the fire hose and fight the fire. If noxious smoke is evident such as from a burning mattress, plastic or foam leave immediately as the smoke will be toxic.

### 5.3.3 Emergency equipment

a) Tampering with or blocking access to the fire alarm and/or other emergency equipment such as fire extinguishers hoses, hose nozzles etc., is against the law.

## 5.3.4 Emergency exits

a) The playing of games or the storage of equipment or personnel belongings that could block access to a fire exit is prohibited.

## 5.4 Earthquake

5.4.1 Earthquakes occur rarely in Malaysia however tremors maybe felt from earthquakes occurring elsewhere in the region. In the event of an earthquake or a tremor, seek shelter in an area of strength such as a doorway. Beware of falling objects such as light fittings, items stored on cupboards and high shelves. When the initial shock/tremor is over, evacuate from your Condominium Parcel and the Building immediately to a place of safety. DO NOT GO BACK INTO THE BUILDING UNTIL IT IS CLEARED FOR REENTRY.

## 5.5 Thunderstorms, Hail and Lightning

5.5.1 In the event of thunderstorms, hail and lightning, Residents and Occupants should stay away from trees and the swimming pool. Seek shelter inside the Building or the Common Property. Stay away from windows and glass sliding doors. Close drapes or other window coverings. Turn off and unplug all electrical appliances. To avoid electricity shock, do not use or come into contact with any electrical equipment or devices including using the telephone installed in your Condominium Parcel.

## 5.6 Gas

### 5.6.1 Safety precautions

Proprietors/Residents are responsible for the proper use of gas supplied by authorized gas suppliers and any replacement, maintenance and repair of the gas fitting must be carried out by a qualified gas fitter.

#### 5.6.2 Leak

- (a) In the event of gas leak being detected all electrical appliances and switches should be turned off and naked flames extinguished.
- (b) The source of the leak should be located and the leak stopped.
- (c) The area should be well ventilated ensuring no gas has accumulated under or in kitchen cupboards.
- (d) Where the leak is large or cannot be stopped, *EVACUATE IMMEDIATELY* and ventilate the area.
- (e) Alert those Residents/Occupants who may be immediately endangered such as those in adjacent parcel located on the floor where the leak is located and EVACUATE THEM IMMEDIATELY.
- (f) Call the security guard on duty from a safely located phone. Give as much information as possible to the security guard and ask them to call the Bomba immediately.

## 5.7 Oil, fuel or chemical spillage

## 5.7.1 Small Spillage

- a) In the event of small spillage (less than 5 liters) of a hazardous substance such as oil, fuel or thinners deal with the spillage immediately, wear rubber gloves and old shoes or boots before proceed to contain the spillage by using a sponge, rag, mop and bucket or absorbent material, such as sawdust. Do not attempt to clean up hazardous substances with a vacuum cleaner or any electronic appliances or power tools.
- b) Ensure all flames are extinguished and electrical appliances turned off during the clean up.
- c) Take the material used to contain the spill outside the building and place it in the waste disposal area on the ground floor outside the building. Do not place it in a bin or other closed receptacle in order to avoid spontaneous combustion.
- d) Notify the security guard you have done this.
- e) Ventilate the area as much as possible during the clean up. Repeated cleanings may be necessary. Wash exposed skin with soap and warm water.
- f) Do not flush the hazardous material down the sewer or waste water drain from your Condominium Parcel or this may create a fire or cause the sewage disposal system to be disrupted.
- g) The cleanup of oil, fuel or chemical spill is not complete until odors are gone. If oil, fuel or chemical are promptly cleaned, residual odors should go away after several days. Persistent odors indicate a continued source such as saturated dry wall or floor drains that need additional clean up.

## 5.7.2 Large Spillage

a) If a large spillage of oil or fuel occurs (greater than 5 liters), notify the security guard on duty and seek professional cleaning service to help in the immediate clean up. Bomba HAZMAT services may be needed in the event of a fuel tank leak.

- b) It is important to use a proper clean up method to prevent an explosion or fire.
- c) Keep all sources of ignition away from the area until the spill is completely cleaned up.

#### 5.8 Evacuation

#### 5.8.1 General evacuation

- a) When an evacuation becomes necessary, then moves quickly to the nearest emergency exit and exit the Building at the ground floor and move outside and away from the main entrance to VKB. Do not obstruct the entry of the emergency services as you move away.
- b) Do not use any lifts and stay together with your family members where possible.
- c) If you cannot account for one of your family members inform the emergency services when they arrive. DO NOT RETURN AND LOOK FOR THEM YOURSELF.
- d) Stay in the evacuation area until the emergency services give the all clear for you to return.

#### 5.8.2 Medical evacuation

a) In the event of evacuation due to a disease outbreak, please follow the guidelines and procedures provided by the relevant governing authority(s).

## 6.0 DISCLAIMER AND AMENDMENTS

#### 6.1 Disclaimer

The Management, its agents and its employees shall not be liable in any manner whatsoever for loss of or damage to any property or injury to or death of any person in the Building.

#### 6.2 Others

- (a) The restrictions duties and obligations imposed by this House Rules and other parts contained herein shall be observed not only by the Proprietor but also by his/her Tenants, guests, servants, agents, children, invitees and licensees.
- (b) The Management reserves the right to impose a fee for the use of all or any or the facilities, or equipment provided for in the Building.
- (c) The Management shall have the right to impose a fine as it deems fit in the event of any breach of the rules herein contained together with the right to deny any Resident the use of all or any of the facilities or equipment provided in the Building.
- (d) Strata Management Act 2013 (Act 757) & regulations (As At 15t July 2015).

This Act is to provide proper maintenance and management of buildings and common property and for other related matters.

Whereas it is expedient for the purposes only of ensuring uniformity of law and policy with respect to local government to make law and policy with respect to local government to make laws relating to the maintenance and management of buildings and common property within Peninsular Malaysia and the Federal Territory of Labuan.

#### Approved by VKBMC:-

The first House Rules was adopted in First AGM 21st July 2012.

The first Amended House Rules was adopted in Fifth AGM 28th November 2015.

This second amended House Rules is adopted in Sixth AGM dated on 7<sup>th</sup> January 2017.

This House Rules Additional By-Laws is approved and adopted by the Management Corporation in Sixth Annual General Meeting which is held on  $7^{th}$  January 2017.

	<u>This House Rules Additional By-Laws to be confirmed by:</u>
Signature:	
Name:	
Position:	Chairman
Date:	
-	
	This House Rules Additional By-Laws to be confirmed by:
Signature:	
Name:	
Position:	Secretary
Date:	
<del>-</del>	
	The Signatures to be witnessed by:
Signature:	
Name:	
Position:	Property Manager
Company:	Raine, Horne & Zaki Property Management (Company No: 221595-P)
Date:	110. 221073 1 )

#### **ANNEXURE A**

## STANDARD SPECIFICATIONS GRILLE

Please be informed that the management has set the standard design for all types of grilles as below:

1. Grill design : Samples S1 of grille design shall be as per attached

drawing

2. Color : Shall be totally in white.

3. Opening : Sample S2, all grille works to the window and dry yard

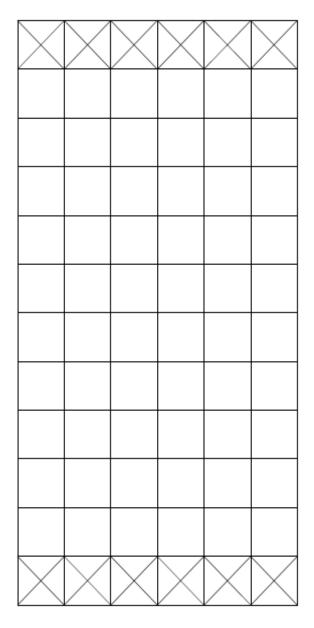
shall be made with openings for fire escape

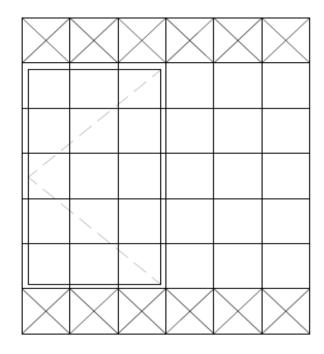
Please note that, in the event that you fix anything that contravenes our standard specification, which could hinder us in our application for the Strata Title, you shall keep the vendor and other purchasers indemnified against all actions, claims losses, damages and expenses arising out of any breach.

Your kind cooperation in adhering to the above is sincerely appreciated.

Thank you.

**Management Corporation** 





SAMPLE S2 (WITH OPENING PANEL)

SAMPLE S1

Dat	e:
c/o Clu Vis	nagement Corporation Management Office bhouse Parcel B ta Komanwel B, Bukit Jalil '00 Kuala Lumpur
Dea	ar Sirs,
LE	TTER OF UNDERTAKING
	name), proprietor
con	cel Noam aware that I am not allowed to nmence any renovation work without having the necessary approvals from the relevant horities and/or management.
fror der sho	nderstand that any such alteration or addition thereon erected by me without approval in the authorities and/or management may render me liable to prosecution and/or nolition now or in the future by the authorities and/or management. In the event I had be found to be in breach of any rules or regulations in respect of this matter, I shall solve the management from all claims, liabilities whatsoever arising thereafter.
	so agree to pay the renovation deposit, the amount that is provided for in the House es or as determined by the management.
1. 2. 3.	n also aware that in the event as below: Construction debris is not removed. Any damage to the lift due to transporting construction material. Any cement left-over or damage to the flooring of the common areas due to mixing of cement. Any lift or common areas requiring additional cleaning due to movement, spillage or
5.	storage of construction material.  Any incidental damage not rectified satisfactorily by my contractor or workmen.  Any other damage or cleaning that is required which in the opinion of the management is caused by the renovation.

You are hereby authorized to deduct the appropriate amount from the renovation deposit.

Thank you.

Yours faithfully,

Date:

To, Management Corporation c/o Management Office Clubhouse Parcel B Vista Komanwel B, Bukit Jalil 57700 Kuala Lumpur

**Dear Sirs** 

## **APPLICATION FOR RENOVATION**

1.	Parcel No			
2.	Name of Proprietor			
	NRIC No			
5.	Estimated Period of Renovation: From: To:			
6. I	Payment of Renovation Deposit: Yes / No (delete as appropriate)			
7.	. Amount of Renovation Deposit Paid <b>RM</b>			
8.	. Cash/Cheque No			
9.	. Official Receipt No			
10.	Received by			
11.	Signature			
40				
	Date of completion of Renovation			
13.	Inspected by (name)			
14.	Inspection Result: Satisfactory / Not Satisfactory (delete as appropriate)			
15.	Amount of Renovation Deposit Refunded RM			
16.	Received by			
17.	Signature			

18. NRIC No	 	
19 Date		

Date: To,

Management Corporation c/o Management Office Clubhouse Parcel B Vista Komanwel B, Bukit Jalil 57700 Kuala Lumpur

Dear Sirs,

## **RENOVATION WORK FORM FOR PARCEL NO:**

No.		Work to be carried Out
	Area	
1	Dining	
2	Kitchen	
3	Master Bedroom	
4	Bedroom 2	
5	Bedroom 3	
6	Living Room	
7	Party Wall	
8	Flooring	
9	Electrical	
10	Plumbing	
11	Grille	
12	Ceiling	
13	Others-Please specify	

Contractor's Name:
Contractor's NRIC No:
Contractor's Vehicle No:
Please include space to register Supervisors and Head of Subcontractors or Workers
(signature of Proprietor) Name of Proprietor:

Contractor Company:

Α	N	N	E)	(U	R	Ε	Ε
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Date:	ANNEXURE E
Management Corporation c/o Management Office Clubhouse Parcel B Vista Komanwel B, Bukit Jalil 57700 Kuala Lumpur	
Dear Sirs,	
AUTHORITY LETTER FOR CONTR (To Be Shown To Security Assistant	
Authority hereby is granted to	(Name of Contractor)
NRIC No	to carry out renovation works
at Condominium Parcel Noto	belonging
(Name	of Parcel Proprietor)
Validity Period: From:	To:
	On behalf of <b>Management Corporation</b>
	Authorized Signature Name: Date: