1.0 INTRODUCTION

As long as any Residents of any Individual Unit comprised in the Development remains the Residents thereof, he/she shall be entitled to the use and full possession and quiet enjoyment of the same, subject however to the restrictions as set out in this By Laws and other rules and regulations.

Resident is expected to observe such rules and regulations of the unit and of the common property.

1.1 Definitions

In these By Laws, unless the context otherwise requires, each of the following words or expressions shall have the meaning against it below:

(a) "Common Property" shall refer to so much of the land as is not comprised in any parcel or any provisional block and the fixtures and fittings including but not limited to lifts, refuse chutes, drains, sewers, pipes, wires, cables and ducts and all other facilities and installations used or capable of being used or enjoyed this common by all the owners.

(b) “Resident” refers to person(s) who is a lessee, tenant, sub-tenant or an owner of one of the Condominium units and who is also presently residing in the Condominium.

(c) "Condominium" includes the building or buildings comprising the individual premises, the Common Property and the car park bays which are collectively known as Kirana Residence.

(d) "Guests" refers to any person(s) who is not an owner-resident or lessee-resident and whose presence in the Condominium is at the invitation of either an owner-resident or lessee resident.

(e) “Management” means the Management Company, its servants, employees and agents employed to manage the property acting on behalf of the Management Corporation, has the meaning assigned to it under the Strata Title Act 1985.

1.2 General

In these By-Laws, unless the context otherwise requires each of the following words or expressions shall have the meaning stated below:-

(a) The purpose of these rules and regulations which constitute the By Laws (hereinafter called “the Condominium”) is to promote the harmonious occupancy of the condominium therein, to protect all Resident from annoyance and nuisance caused by any improper use of the condominium and to preserve the reputation and prestige of the condominium thereof, thereby providing maximum enjoyment of the premises and its facilities.

(b) The By Laws are formulated to serve as a guideline which governs the occupation and usage of the Condominium. All Resident and guest in the Condominium shall be bound by these rules. It is the Management’s desire to create awareness among all Residents that to achieve the common goal of a comfortable life in a peaceful environment of condominium living, the co-operation of all Resident in complying with all the laws and regulations are required.

(c) The full authority and responsibility for the enforcement of these rules lie with the Management Corporation. By-Laws may be amended by the Management from time to time. Suggestions are welcomed from all Residents but must be put in writing to the Management who reserves the right to accept or reject any suggestion.

(d) By Laws to apply to all occupants and guests. It is the duty of the owner to ensure that occupant of this Condominium, his guests, agents, visitors, etc. comply with the By Laws.
2.0 NOTIFICATION OF OCCUPANCY

2.1 Details of the Resident

The Resident shall notify the Management upon the commencement of occupancy of the Unit and provides the details of the Resident to the Management for record and security purposes. If the Resident is a tenant/sub-tenant the respective tenant/sub-tenant will be responsible to provide the details. Any changes of occupancy must be notified to the Management within two (2) weeks of such change.

2.2 Approved Use of Each Individual Units

Each Individual unit shall be used only for the purpose of an abode and shall not be used for business or any other purposes.

2.3 Resident’s Guest

(a) Guest of the Resident(s) would only be permitted into the Condominium after the security guards have confirmed with the Resident of the identity of such guest. All guests of Resident would be required to provide their particulars to the security guard before being permitted entry into the condominium and/or apartment units.

(b) Resident should inform the security guard their likely guest by furnishing relevant details before hand.

(c) Resident shall be responsible for ensuring that their guest complies with the By-Laws at all times and that their behavior is not offensive to other residents/guests of the condominium. Residents shall be responsible for any damage/injury caused by their guest.

(d) Guest is to be accompanied by the occupants at all times when using the common facilities.

(e) It is the Resident’s responsibility to give and explain the By-laws to their guest. The Management and the Management Corporation shall not be liable to any loss or damage suffered by the Guest during their visit to the Condominium.

2.4 Access Card

(a) Only Residents are allowed to apply for allocated access cards to gain access into the building premises.

(b) Resident or authorized agent should apply for the access card on behalf of their tenants.

(c) Every unit shall be entitled minimum three (3) residential passes without any charge.

(d) The issuance of access cards to the registered residents are based on number of bedrooms as follows :-

- Unit with two (2) bedroom - 3 access cards
- Unit with three (3) bedroom - 4 access cards
- Unit with four (4) bedroom - 5 access cards
- Penthouse - 5 access cards

(e) Request for additional cards is required to be made to the Management Office and on approval, a refundable deposit of RM50.00 and admin fee of RM65.00 will be charged for each card.

(f) Faulty cards will need to be returned to the Management Office for free replacement. The Management must immediately be informed in writing if an access card is lost, stolen or misplaced to enable the Management to prevent usage of that particular access card.

(g) Resident must ensure that their tenants return all allocated cards to the Management Office before they terminate their Tenancy Agreement and leave the premises. Failure to do so will result in Residents having to pay a refundable deposit of RM50.00 and admin fees RM65.00 for replacement cards for their new tenants.

(h) Resident of units who do not reside in their units can apply for access card.
2.5 **Owner's Agent**

(a) Owners who are not residents in Malaysia shall appoint a local agent to represent their interest. Such owners shall file the names, addresses and telephone numbers of their agents with the Management Office prior to allowing them access to the property.

(b) Owner or his appointed agent shall be responsible for the conduct of his lessee(s) or guest(s) and shall, upon notice given by the Management, immediately remove, at his own expense, any unauthorised structure/equipment/property placed in the common areas.

(c) The absent owner should, at his own expense, have an authorised agent or representative registered with the Management to conduct periodic inspections of his condominium unit and assume responsibility for the contents therein.

2.6 **Shifting In/Out**

During the renovation period, moving-in/moving-out should be carried out during the following hours:

<table>
<thead>
<tr>
<th>Day</th>
<th>Time</th>
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<tr>
<td>Monday – Friday</td>
<td>9am – 5pm</td>
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<td>Saturday</td>
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<td>Sunday and</td>
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<td>Public Holiday</td>
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A moving-in/moving-out notice must be given to the Management at least one (1) week prior to the proposed date so that the Management can make the necessary arrangements for security clearance and use of the goods lift for the Condominiums. All goods to be moved out from the Condominium must get security clearance by showing copy of the duly filled Form to the security guard on duty.

The Management reserves the right to refuse access for the Resident's mover if the Resident fails to notify the Management.

2.7 **Payment of moving deposit**

The Resident has to pay a sum of RM500.00 as the Moving Deposit to cover any damage to the lift and common property caused during the transportation of goods or non-compliance of the conditions herein. The deposit shall be refundable free of interest upon after confirmation that there is no damage to the lift or common property or breach of the Resident's liabilities or the damage and/or breach above has been made good or such repairs have been carried out and paid for.

The payment should be presented in the form of a crossed cheque or bank draft in favor of the Management, Kirana Management Corporation. Deductions will be made for any damages caused to the common property and/or any necessary cleaning work that is to be carried out.

2.8 **Household Pets and Animals**

No pets or other animals whatsoever shall be allowed or kept in any part of the Condominium unless with prior approval from the Management which if given shall be deemed to be by way of license revocable at will. No pets or animals shall create undue noise (in any way) which will interfere with the peaceful enjoyment of others Residents in any Individual Unit or the common property especially during night time or regular sleeping hours. The Management reserves the right to seek removal of any pets or animals within the Condominium at the owner's expenses. Resident shall get the approval from Management first before they can bring pets or animals into their individual unit.

2.9 **Nuisance**

(a) All Resident should at all times conduct themselves in a manner which will not cause any nuisance or inconvenience to other residents and guests. Excessive noise, unruly or offensive behavior is not permitted.

(b) Radio, T.V., Hi-Fi or other musical instruments shall be operated at a volume so as not to interfere with the peace of other Residents.

(c) All Residents are requested not to sound their car horns unnecessarily so as to cause disturbance or annoyance to other residents in the neighbourhood.
2.10 **Parties and Functions**

(a) The swimming pool area on Level 2 may be reserved for Private parties or functions by prior arrangement with the Management at least three (3) days prior to the function being held.
(b) All private parties and functions should not exceed 24.00 hours whether in one’s unit or in the designated common areas.
(c) The Functions area may be used by Residents for functions and parties subject to prior approval from the Management.
(d) A Resident with an intention to hold a function/party at the Functions area/other designated areas should submit his written application to the Management seven (7) days before the said functions. The date and time of the function and the name of the caterer etc is to be submitted to the Management for consideration. The Management reserves the right to approve or decline any application.
(e) Residents shall submit to the Management/Security the guest list before the function to facilitate entry at least 3 days before the function.

2.11 **Use of Management’s Employee**

(a) No Resident is allowed to use any employee of the Management for any business or private errands. The Management and maintenance staff are not authorized or allowed to accept delivery of packages, parcels etc.
(b) No tips, gifts, or gratuities are to be offered to any employee of the Management for rendering services or courtesies.
(c) The Management undertakes minor services in respect of electrical/plumbing and masonry works without warranty. These services will be chargeable at the prevailing rate as determined by the Management from time to time. Such request of services is to be made on the official forms available at our Management Office. The Management would bill the Resident accordingly.

2.12 **Prohibition**

(a) No solicitation and/or selling of goods and services in the Condominium.
(b) Religious activities are prohibited in any form in the Condominium.
(c) No political activities in any form shall be permitted in the Condominium.

2.13 **Combustible Materials**

Highly combustible substances such as petroleum products are not allowed to be kept in the condominium. Poisons and substances which may give rise to smoke, fumes or obnoxious smells, explosive of any nature (including fireworks) shall not be kept, stored or used in the Condominium.

3.0 **PAYMENT OF CHARGES**

3.1 **Payment of Charges Due To the Management**

The Residents shall pay the service charge, sinking fund, insurance premium, quit rent, any charges upon demand by Management, within THIRTY (30) days from the date of invoice. Management reserve the right to suspend any use of common property services and facilities by Resident. A late payment interest calculated on a monthly basis at a rate of 10% per annum will be imposed after the due date. This includes the suspension of use of the common property and all rights to any services and facilities of the common property will be revoked.

3.2 **Payment of Water Bills**

The Residents shall pay the water charges separately metered and consumed by the Unit upon receipt of the bills from the Management. Failure to make payment within the specified period, a late payment interest calculated on a monthly basis at a rate of 10% per annum will be imposed after the due date.
4.0 COMMON AREAS

4.1 No obstruction at Common Areas

(a) The sidewalks, passages, lobbies, stairways and common corridors must not be obstructed at any time or used for any purpose other than their designated use.

(b) Motorcycles, bicycles, tricycles, children's riding toys, roller skates, skateboards and the like (with the exception of wheel chairs) or any other personal property may not be ridden in, used, placed, stored or left in any common area (except for areas designated for such purpose) of the Condominium.

(c) The Management shall not be held responsible for any loss or damage of any item belonging to the Resident and their agents left in the common areas.

(d) The Management reserves the right to remove such obstruction in the common areas immediately without prior notice to the any Resident and their agent concerned. Management shall not be held liable for any loss or damage on property thereafter. The cost of such removal and storage, if any shall be borne by the Resident concerned.

4.2 Potted Plants

All potted plants shall be placed in containers so as to prevent the dripping of water or soil onto other Units or common areas. All Residents are to ensure that no potted plants or any other objects are placed dangerously on or near the perimeter of the premises whereby they may fall and cause bodily harm to person(s) or damage to the property below.

4.3 Liabilities for Damages to and Loss of Common Property

Any damage to or removal of common property caused by Resident shall be assessed by Management and the cost of repair and/or replacement shall be charged to the Resident concerned.

4.4 Exterior Facade of the Condominium

(a) For the purpose of maintaining the image of the Condominium, the exterior facade of the condominium shall represent a uniform appearance. As such, occupants shall not allow any projections to extend through any door or window openings. No shade, awning or grille shall be used except those designs approved by the Management and these should be fixed within the internal premises only.

(b) Brooms, mops, cartons, notices, advertisements, posters, illuminations or other means of visual communication shall not be placed on windows, doors or passages that can be viewed from the outside of the Individual units.

(c) Residents of apartments shall ensure that textile items such as clothes, towels and linen shall not be hung or placed in any areas that can be viewed from the outside of the individual Unit. In particular, such textile items shall not be hung from poles which protrude through windows, balconies or yards of the Condominium.

(d) No radio/TV antenna/parabolic dish/air conditioner compressor/piping shall be allowed to be attached to or hung from the exterior wall or to protrude through the walls, windows and roof.

(e) Painting or other decorative works within the common area is strictly prohibited.

(f) Any installation of netting that is to be done at the balcony or kitchen yard area must obtain Management’s approval prior to the installation.

(g) Any renovation of the main entrance to the Individual unit must be referred to the Management for approval.

(h) No exposed wiring is allowed at the common area including the corridors. Management reserves the right to dismantle any exposed wiring, the cost of which will be borne by the Resident of the respective unit.

4.5 Furniture and Equipment in Common Areas

All furniture and equipment placed and/or installed in the common areas have been provided for the benefit, comfort and convenience of all occupants and therefore, shall not be damaged or removed. All costs for any damage or removal will be borne by the guilty party concerned.
4.6 Use of Lift

(a) No person shall wear wet bathing suit, drink or eat in any elevator. Bicycles and motorized form of transport (other than wheel chairs) are not to be placed in any elevator.

(b) Smoking in the elevator is strictly prohibited.

(c) In the event of power failure or fire or other emergencies, Residents must not use the elevators but should instead use the stairways to evacuate.

(d) Residents must inform the Management of any shifting of heavy or bulky items using the elevators at least twenty four (24) hours in advance so that proper arrangements can be made to avoid causing any inconvenience to other Residents. Depending on the prevailing circumstances, Management has the right to refuse the use of the elevators.

(e) Anyone caught vandalizing the lifts will be held responsible for cost of making good the damage.

(f) Anyone caught tampering the control panel shall be held responsible for cost of making good the damage.

(g) The Residents shall not use any passenger lift for the conveyance of any heavy and bulky goods or merchandise entering or leaving the Condominium.

5.0 PROHIBITION OF USE (EACH INDIVIDUAL UNIT)

The Residents shall not:

(a) Use or permit the use of the Individual Unit as a laboratory or workshop;

(b) Use the Individual Unit for sale of any item by way of auction or for any dangerous, noxious, noisy or offensive trade, business, manufacture or occupation for any illegal or immoral act or purpose;

(c) Use the Individual Unit resulting in causing any danger not limited to the Residents or as a gambling den or for any purpose which may be injurious to the reputation of the Condominium. The Management reserves the right to call in the relevant enforcement units or authorities to check on units suspected of being used for unlawful, illegal or immoral purposes and detain such person(s) involved in such activities. The Residents shall not permit any act or thing or use of the unit and common property which might cause nuisance to other Residents.

(d) Allow to remain upon the Individual Unit or the common property anything which may be or become or cause a disturbance, inconvenience, injury or damage to the other Residents.

(e) Install or use in or upon the Individual Unit any machinery or apparatus which causes excessive noise or vibration which can be heard or felt outside the Individual Unit;

(f) Do, cause or permit to be done or allow to remain anywhere on the Individual Unit anything including any animal, reptile or bird which may be or become or cause a nuisance, annoyance, disturbance, inconvenience, injury or damage to the other Residents.

(g) Place potted plants or any other objects dangerously on balconies where they can fall and cause bodily harm to persons below.

(h) Allow to be done or to keep in the premises or common property anything which may impair the floors, walls or roofs thereof or cause an increase in insurance premium rates or the cancellation, invalidation or non renewal of existing insurance policies.

(i) Allow garage sales to be held in any part of the units or common area without obtaining the Management's prior written approval.

(j) Permit his children (if any) or his friends or their children to play around the stairways, common areas (unless designated), car parks, roads or lift cars.

6.0 PROPER CONDUCT

6.1 Personal Conduct

The Resident shall at all times conduct himself in a manner which will not cause annoyance or offensive to other Residents. The Resident shall be properly attired when present at the common property.

6.2 Hanging of Clothes, Linens, Etc

The Resident shall not allow poles to protrude through the windows or from the balconies or hang or place in any areas so as to be in view from the outside of any Individual Unit or common areas any clothes, linens, towels and/or any other such textile items.
6.3 **Dusting / Sweeping/ throwing rubbish/ Setting fires**

The Resident shall not throw rubbish (all types) or any objects (large or small) out through the windows, doors or balconies onto the common areas which may cause bodily harm to persons, cars or any other vehicles below. Garments, rugs, mops or other objects shall not be dusted, shaken or cleaned from windows, balconies, stairways, corridors and fire escape areas or in the common areas. This includes setting fires in common areas or residential units in the building.

Brooms, mops and other utensils shall not be placed at the balconies or common passages which may irritate other residents in any way.

6.4 **Placement of Notices, Etc**

The Residents shall not put any signboards, advertisements, notices, show-board, name-bill, name cards, placard, commercial stickers or posters on balconies, windows, doors, passages or any part of the building without the prior written approval of the Management. This includes the distribution of those said notices in the Residents' mail boxes or at the respective Residents' Individual unit. The Residents who wishes to put up notices at the common notice boards shall obtain prior approval from the Management. Anything slipped into the notice boards illegally without prior approval from the Management will be removed immediately.

6.5 **Plants**

The Residents who maintain plants shall ensure that the plants are maintained in a proper manner that will not create nuisance to other Residents.

6.6 **Spitting and chewing gums**

No spitting in lift cars and in common area. No disposal of chewing gum anywhere except into the rubbish bin.

7.0 **REFUSE DISPOSAL**

Refuse shall be disposed-off through the trash containers provided in the refuse compartment at each floor. Refuse must be secured in non-porous polythene bags before placing it in the trash containers. Combustible substances such as paint and petroleum products shall not be placed in the trash containers.

7.1 **General**

(a) No rubbish, rags, or any other refuse shall be permitted to be thrown through the windows, balconies and yards.
(b) Any residents or visitors found to be throwing refuse through the doors, windows or balcony shall be warned and repeated offenders will be subjected to a penalty of RM 100.00.

7.2 **Heavy or Bulky Objects**

(a) Any heavy or bulky objects that need to be disposed must not be thrown at the central refuse collection but instead should be disposed-off by the residents outside the condominium premises at their own cost. The Management reserves the right to disposed-off the heavy or bulky objects from the Condominium premises and the charges will be borne by the Resident concerned.
(b) There should be no burning within the Condominium.

7.3 **Refuse Chamber/Room Doors**

Resident using the refuse compartment must ensure that the refuse compartment doors are closed after use to prevent smell and to control pest.
8.0 RENOVATION, DELIVERY AND REMOVAL

8.1 Working Hours

Renovation, delivery and removal works are restricted to the following hours:

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<tr>
<th>Days</th>
<th>Hours</th>
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<tbody>
<tr>
<td>Monday-Friday</td>
<td>10am - 5pm</td>
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<tr>
<td>Sunday and</td>
<td>Strictly not allowed</td>
</tr>
<tr>
<td>Public Holidays</td>
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8.2 Permission before Commencement of Works

(a) Residents shall not in any event make any structural/material renovation/alteration to any part of the unit without obtaining the approval from relevant authorities and the prior written approval of the Management at least Seven (7) days before commencement of the renovation. The Management however reserves the right to reject the request.

(b) Renovation Form must be duly completed and submitted to the Management with the relevant proposed renovation plans.

8.3 Work Schedule

Residents and their contractors are required to submit to the Management office their schedule of work before commencement.

8.4 Deposit

(a) Residents who plan to carry out renovation to their individual unit shall seek for Management approval before doing any renovation on their individual unit.

(b) Upon approval from Management, Resident must give a deposit of RM3, 000.00 by cheque or cash before renovation works are carried out. The refundable deposit sum shall be as stipulated by the Management at the time of application. If no deduction is required, Management shall refund the deposit to Resident without interest.

(c) The payment should be presented in the form of a crossed cheque or bank draft in favor of the Management, Kirana Management Corporation. Deductions will be made for any damages caused to the common property and/or any necessary cleaning work that is to be carried out.

(d) Such deposit is to ensure that all unwanted materials, debris, etc. are not left in the corridors, lift lobbies, fire escape staircase or any other common areas and that no common property in the Condominium is damaged. The cost of cleaning and/or repairing damages, if any, will be deducted from the deposit and the balance will be refunded to the Resident concerned. In the event that the clean-up costs and damages exceed the deposit, the Resident responsible shall be liable to pay the additional cost.

8.5 Security Check

The Management reserves the right to refuse entry to any unknown person for whatever purposes. All workers must register at the security counter before they can be allowed to the Condominium.

8.6 Identification Passes

All non-residents including guest must report to Security to be registered and obtain identification tag before entering into the Condominium. All identification must be worn all times whilst in the premises of the condominium.

8.7 Use of Lifts

Workmen must use only designated lifts and staircase for delivery and removal of items and debris.

8.8 Water and Electricity

All Residents/contractors are NOT ALLOWED to tap water/electricity supply from the common areas.
8.9 **Packing and Crating Materials**

Residents/contractors should not dump packing/crating materials/renovation debris within the building premises and the Condominium.

8.10 **Renovation Limits**

(a) All renovation works should be confined to the limits of Resident Individual Unit. Hacking of structural slabs, columns and beams are not permitted. Knocking down of walls and wet construction works can be performed but not encouraged. The Resident concerned are to ensure that renovation works are carried out according to existing rules and regulations of the relevant authorities.

(b) Authorization from relevant authorities must be presented to the management before commencement of any renovation that is to be carried out.

(c) Residents are not allowed to install any individual high voltage electrical equipment, change of electrical power supply or change of common pipe (sanitary or sewer).

(d) Residents are not allowed to relocate the intercom wiring inside the unit. Management will not be held responsible for any malfunction of the intercom handset as the result of the relocation.

8.11 **Conduct and Behaviour of Contractors**

(a) Residents shall be responsible for the conduct and behavior of their appointed contractors. Damages to the building and equipment caused by the moving of furniture or other personal effects shall be replaced or repaired at the expense of the Residents concerned. The Management reserves the right to expel from the Condominium any contractor misbehaving.

(b) No contractors/movers/delivery man should be found in any other part of the building except specified unit(s)/area. If caught, the concerned party will be barred from entering the condominium premises.

(c) Contractors should not dirty the common areas at all times.

9.0 **CAR PARKING**

9.1 **Designated Car Park Lot**

(a) A designated car park lot has been provided for the exclusive and private use of each Resident. On no occasion the Residents are permitted to park their car in any other lot or area other than the designated lot.

(b) The car shall at all times be properly parked in the said lot and within the designated area. The Resident, whose designated car park lot is found wrongfully occupied by another car, is advised to report to Security. Any vehicle parked in areas other than the designated car park lot will be clamped or towed away at the vehicle owner's expense without prior warning. Any damage caused will be the responsibility of the vehicle owner.

(c) A charge of RM 200.00 will be imposed for the removal of the clamp.

9.2 **Vehicle Obstruction**

The Residents shall not park any vehicle in any car parking bays so as to interfere with the right of access to adjacent parking bays or the adjacent roadways. Vehicles found parked at the wrong location or cause obstruction are liable to be clamped.

No vehicles shall be left unattended anywhere within the Condominium except within a designated parking bay.

9.3 **Visitors’ Parking**

(a) Visitors shall only park at the visitor designated parking bays. Visitors are not allowed to park at the allocated lots meant for Residents.

(b) Residents are responsible for ensuring that their Visitors abide by the parking rules.

(c) Visitors’ vehicles are not allowed to park overnight at any parking bays without prior approval from the Management.
9.4 **Electrical consumption (common area)**

Resident is not allowed to use electrical supplies provided to common areas.

9.5 **Owner’s Risk**

The Management shall not be responsible for any loss of vehicle/contents in the car or damage or other misdemeanour to any vehicles parked in any of the designated parking areas.

9.6 **Damage or Loss in Usage of Parking Bay**

The Management shall not be responsible or liable in any way whatsoever for any damage or loss suffered by the Residents or Visitors arising as a result of or in any way relating to his use of a car parking bay.

The Management shall not be responsible for any theft, damage, loss suffered or other misdemeanor to the vehicles whilst parked in the car park.

9.7 **Additional Structures on Car Park**

All cars must be locked. All vehicles are parked at the sole risk of vehicle Residents. Residents are not permitted to build any structure on their designated car park bays.

10.0 **IN THE EVENT OF DEMISE/DEATH**

In the event of a demise/death in the Condominium, residents are advised to seek the services of funeral parlours/firms providing such services. The Management would render its advice and assistance during such bereavement.

On no account should funeral rites/religious rituals/prayer chanting be held in any part of the Condominium /any part of the building that may disturb other residents/parcel owners/tenants.

11.0 **AMENITIES/ FACILITIES**

11.1 **General Rules**

(a) To maintain the exclusiveness of condominium living, all the common facilities are intended for use by the Residents only.

(b) Residents’ employees are not permitted to use the recreational facilities unless they are signed in as guests.

(c) Guest must be accompanied with the Residents when he/she wants to use the facility. The Resident concerned will be held responsible for any damages caused by their guests or themselves. Any damage caused by previous user(s) of the facilities should be reported to the Management immediately before the commencement of use of the facility.

(e) The Management may require any person using any of the facilities to identify himself or herself if necessary.

(f) Any person found in breach of any rules and regulations may be asked to leave the facility premises by the Management.

(g) All Residents and guests use the facilities at their own risk. The Management is not responsible for any injuries sustained by the users or any loss and/or damage to their personal property. No claims will be entertained.

(h) The rules and regulations for all facilities in these By-Laws are subject to change by the Management from time to time with without prior notice.
11.2  Swimming Pool

11.2.1  Operating Hours

The pool is open from 7am to 10pm. No person shall be allowed to use the pool when the pool is closed.

11.2.2  General

(a) The Management reserves the absolute right and discretion to prohibit any defaulter in maintenance fees and sinking fund from using the Swimming Pool.
(b) Children under twelve years of age using the pool must be accompanied and supervised by their parents or any adult.
(c) For hygienic reasons, users without exception must shower before entering the pool. All sun-tan lotion/oil must be removed from the body before entering the pool.
(d) Proper swimming attire must be worn by all users of the pool at all times. The Management’s decision on what is proper swimming attire shall not be disputed.
(e) No horseplay or similar activities shall be allowed in the pool or its surrounding areas.
(f) No boards, snorkels and scuba gears are to be used in the pool.
(g) No diving is allowed.
(h) Glassware, breakable and other harmful objects (such as hair pins, curler, safety pins, bobby pins, etc) are prohibited in the pool.
(i) Food and drinks are not allowed in the pool and immediate pool deck areas.
(j) Smoking in the pool and surrounding area is strictly prohibited.
(k) The Management will not be responsible for any loss and/or damage to personal property left in the changing rooms or in any other parts of the condominium premises
(l) Those persons suffering from infections, contagious diseases or have bandages or open wounds are not allowed to use the pool.
(m) The Management shall have the authority to expel from the pool area any person disobeying the rules or endangering the safety of other users of the pool.
(n) The Management has decided that no lifeguard will be employed or stationed at the swimming pool.
(o) The Management advises the occupants and guests to exercise care when using the pool and to take care of their respective charges.
(p) The Management will not be responsible for any injury whatsoever caused to person(s) using the swimming pool.

11.3  Central Mail Box

(a) Individual mail box is provided for each Individual unit located at the ground floor.
(b) If a mail box is vandalized or damaged through improper use by the Resident, he/she will be responsible to repair or replace the mail box.
(c) The Management will not be held responsible for any late, non delivery or mishandling of mail.
(d) In the case where the mail box key is misplaced or lost/spoil, the Resident or his authorized representative is responsible to repair at their own cost.

11.4  Playground

11.4.1  Operating Hours

The playground is open from 7am to 10pm. No person shall be allowed to use the playground when the pool is closed.

11.4.2  General

(a) Residents may use the children's playground from 8am to 9pm daily
(b) All children below the age of twelve (12) years must be accompanied and supervised by adults who shall be responsible for their conduct and safety.
(c) No food and drink is permitted at the play structure area
(d) No littering is allowed and all litter must be deposited in designated refuse bins around the play structure
(e) All equipment placed and/or installed in the common area have been provided for the safety, comfort and convenience of all occupants and therefore shall not be damaged or removed or altered without the permission of the Management. All usage of equipment at the play ground shall be at the resident's own risk.
11.5 Level 22 Facilities

11.5.1 Operating Hours

Residents may use the facility from 7am to 10pm daily.

11.5.2 General

(a) All the Residents are permitted to use the Level 22 facility area.
(b) The Management reserves the absolute right and discretion to prohibit any defaulter in maintenance fees and sinking fund from using the Level 22 facilities.
(c) The facility at level 22 contains swimming pool, gymnasium, spa, sauna, laundry room, restaurant, BBQ facility and pool decks area.
(d) This facility was under regulatory of Ascott KL Management. The Residents is advice to follow all regulations set by the Ascott KL Management.

12.0 OBSTRUCTION OF ACCESS TO / EXITS FROM THE BUILDING

The Residents shall not cause or permit or allow to be caused any obstruction impeding or preventing access to or exits from the Condominium by the parking of motor vehicles of any kind including cars, motor cycles, bicycles or any form of transport nor to cause or permit or allow to be caused any such obstruction upon access roads leading to the condominium. This includes their Guest who shall also observe all house rules stipulated.

13.0 OBSTRUCTION TO COMMON AREA

The Residents shall not place, leave or cause to be placed or leave any refuse, furniture, parcels or other goods or things of any type which may obstruct or are likely to obstruct the corridor, lobby, staircase or landings leading to the Unit and other common areas in the condominium.

The Residents shall keep free from obstruction the fire escapes of the Condominium. The entrances, passages, stairs and landings must not be used as temporary or permanent extensions to the storage space for goods.

14.0 LOADING AND UNLOADING

The Resident shall not load or unload any goods or materials onto or from vehicles and convey the same from and into the Condominium except at the designated loading and unloading area.

15.0 MAINTENANCE AND UPKEEP

15.1 Maintenance and Upkeep of the Unit

The Resident shall keep the Unit clean and in a good state of repair and maintenance. The Resident shall keep clean all glass windows and doors on the boundary of the Unit, including so much thereof as is part of the common property.

The Resident shall not use the Individual Unit or any part thereof in any manner which causes the accumulation of dirt, obnoxious smells, rubbish or debris of any kind in or outside the Unit.

15.2 Maintenance and Upkeep of the Common Property / Area by the Occupier

The Resident shall keep the corridors, stairs and passages leading to the Individual Unit and other common area/property clear and free from obstruction.

The Resident shall not:-

(a) Deposit or permit to be deposited any waste, rubbish or refuse on the common area or in any way make untidy the common area;
(b) Leave bicycles, tricycles, children’s riding toys, roller skates and wheel chairs in any common corridors, stairways or lobbies;

(c) Bring, keep, store, stack or lay out upon the common area any materials equipment, plant, bin, cartons, boxes or any receptacle for waste or any other item which is or might become untidy, unclean, unsightly or in any way detrimental to the common area; or

(d) Cause any land, roads or pavements abutting the condominium to be untidy or in a dirty condition and not to deposit on them refuse or other materials.

15.3 Maintenance and Upkeep of the Common Property / Area by the Management

The Management shall keep the roof, main structure, walls, floors and main drains and pipes, lifts and other common property and facilities in a good state of repair and maintenance.

15.4 Cleaning Of Common Area

A cleaning company will be engaged to carry out the cleaning of the common area within the Condominium.

15.5 Pest Control

The control and extermination of pests and fumigation of the common areas will be carried out periodically by a professional pest control company.

The Resident shall take all reasonable precautions to keep the unit free of rodents, vermin, insects, pests and animals.

16.0 ALTERATIONS AND MODIFICATIONS

16.1 Uniformity of the Facade

In order to maintain the uniform image of the condominium, Resident shall not, without the prior written consent of the Management in writing, carry out any renovation works involving changes to the exterior of the Condominium. These limitations include painting or other decorations of any nature, alteration to the windows installed in the external walls, balconies, the affixing of grilles or awnings, the installation of electrical wiring, television antenna, parabolic dish, machines or air-conditioning units which may protrude through the wall or the roof of the said Building or change the appearance of any portion of the said Building.

The fixing of iron grilles to the windows shall follow the designs and colors approved by the Management in order to maintain the image and concept of the condominium.

16.2 Prohibitions

Any renovation works to be carried out to the Unit are subject to the rules and regulations contained in the attached Renovation Manual. The Resident shall not in any event:

(a) Make any structural or material alterations and/or renovations to the Individual Unit or any part thereof without first obtaining the written approval of the Management and subject to the same being approved by the Relevant Authorities;

(b) Install any individual air-conditioners or other high voltage electrical equipment without the prior written approval of the Management.
17.0 REPAIR AND MAINTENANCE

17.1 Access to Carry Out Repair Works

The Resident shall permit the Management or its agent or workmen at all reasonable times to enter upon the Unit to carry out repair works to the Individual Unit or to other portions of the Condominium not conveniently accessible otherwise from or through the Unit.

The Resident shall permit the Management, its agents or workmen to enter upon the Unit to lay, fix in and lead through the Unit, all such wires and cables for electricity and pipes for water and sewage as the Management may from time to time require to lay, fix in and lead through the Unit, or to repair, remove or replace such wires, cables or pipes for the general purposes of the Building.

17.2 Repairs at the Individual Unit

Maintenance of fixtures, fittings and furnishings etc inside Individual Units are not the responsibility of the Management. The Resident is advised to engage external/independent contractors whenever such problems arise.

18.0 SECURITY AND SAFETY

18.1 General

(a) Resident must register his family members residing with him in the said Condominium with the Management in the prescribed form prior to moving into the said apartment. Thereafter, a person who is registered will then be termed as a Resident.

(b) Walk in Residents will use the access card to gain access through the side entrance.

(c) A Resident without an access card will need to approach the security guard on duty to gain entry.

(d) A person who is not registered with the Management will be treated as a visitor and thereby the Management requires his details to be recorded in the visitors’ book. The visitor is required to present a form of identification which should be retained by the security and returned during the visitor’s exit. Security will communicate with the resident in question to gain approval for visitor to enter the building premises.

(e) It is the responsibility of Resident to ensure that person or persons residing in his said condominium are duly registered as a Resident with the Management and to further inform the Management of any persons moving in or moving out from time to time.

(f) The Management reserves the right to refuse entry to any visitor/guest at its sole discretion or request any visitor/guest to leave the Condominium without having to assign any reason whatsoever for doing so.

18.2 Security Providers

A security company will be engaged to provide security to the Condominium.

18.3 Resident’s Responsibilities for Security

The Residents shall be responsible for the locking and securing of the doors and windows of their Individual Unit all the times.

18.4 Door Deliveries

For control purposes, the Resident is requested to inform the security office of any arrangement for door deliveries. All door delivery personnel must also obtain security pass/approval from the guard house and register on the log book accordingly.
18.5 **Security and Safety Measures**

The Resident shall comply with the security and safety measures imposed by the Management.

18.6 **Insurance Coverage**

The Resident shall effect and keep affected in respect of his/her assets in the Individual Unit at all times a proper insurance coverage against fire risk.

19.0 **VISITORS**

(a) Visitors of the Resident will only be permitted into the condominium after the visitors has provided his particulars to the security guard at the guard counter.

(b) The Resident is advised and encouraged to inform the security guards of his/her expected visitor by furnishing relevant details before hand.

(c) The Resident shall be responsible for ensuring that his/her visitor comply with the By-Laws and other rules and regulations at all times and that his/her behavior is not offensive to other Resident. The Resident shall be liable for any damages caused by his/her visitor.

20.0 **SPECIAL NOTES**

20.1 **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 to or death of any person in the Condominium.

20.2 **Terms and Conditions in the Sale and Purchase Agreement**

The rules and regulations set out herein shall be in addition to but not in diminution of the terms and conditions, stipulations or specifications set out in the Sale and Purchase Agreement signed between the purchaser and developer, or in the Tenancy Agreement signed between the tenant and the landlord.

20.3 **Amendments and Alterations**

The Management reserves the right to amend, alter, vary or change any or all the above House Rule from time to time as it deems necessary.

21.0 **ASSISTANCE**

If you require any assistance, kindly contact the Management Office.

22.0 **INDEMNITY**

Owners shall indemnify and keep indemnified the Management against all action proceedings, claims, costs, expenses and demands in respect of injury to the person or property of the employees, agents, licenses, invitees of the Management, the Purchaser, the other Purchasers and/or all other persons while in the said Parcel or Common Areas.

**END**