

*Where the act is silent, the rule will apply.*

## MEGAN AMBASSY MANAGEMENT CORPORATION

### House Rules

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## 1.0 Message from the Management

We are pleased to inform all Residents that the Resident's House Rules and Guide Book have been established. It is important to have a guidebook to help you, your family or guest on the basic rules on the aspects on common living.

The purpose of these rules and regulations is to promote the harmonious occupancy of the Apartments, Serviced Suites, Shops and Offices (collectively refer as Megan Embassy) therein, to protect all occupants from annoyance and nuisance caused by any improper use of the Megan Embassy and to preserve the reputation and prestige of the Megan Embassy thereof, thereby providing maximum enjoyment of the premises and its facilities.

This book contains important and useful information on house rules and guidelines and we hope that you will read through it carefully and use it as guide for your pleasant and enjoyable living in your unit. The House Rules are formulated to serve as guidelines, which govern the occupation and usage of Megan Embassy. All occupants and guests are bound by these rules. It is the Management's desires to create awareness among all occupants that to achieve the common goal of a comfortable life in a peaceful environment of such living, the co-operation of all occupants in complying with all the rules and regulations are required.

The objective of these rules and guideline is to provide for your beneficial and peaceful occupants of the unit and enjoyment of its facilities and common properties. As owners, you are responsible for ensuring that you, your family members, your tenants and invitee guests are aware and will comply fully with these rules. These rules shall be effective immediately and shall remain in force until the issuance of Strata Titles and formation of the Management Corporation, and may be amended at the absolute discretion of the Management from time to time as it deems fit.

The fully authority and responsibility for the enforcement of these rules lie with the Management. The Management from time to time may amend the House Rules. Suggestions are welcomed from all occupants but these must put in writing to the Management who reserves the right to accept or reject any suggestions.

We have set-up our Building Management Office at Megan Embassy and it is located at Basement 2 Tower Block. Please do not hesitate to visit our office if you need further information or require any assistance from our staff.

We look forward to manage Megan Embassy with you and may you and your family enjoys your stay at Megan Embassy.

## THE MANAGEMENT

## 2.0 Preamble

### Definitions

In these House Rules, unless the context otherwise requires each of the following words or all have the meaning stated below:

- a) "Occupants" include owners, lessees, lawful servants, agents, permittees and licensees.
- b) "Parcel Owner/Owners" refer to person(s) who owns a unit of Megan Embassy and who has title to the same.
- c) "Guest" refers to any person(s) who is not an owner-resident or lessee-resident and whose presence in Megan Embassy is at invitation of either an owner-resident or lessee-resident
- d) "Lessee" refers to the person(s), who is for the time being leasing one of the units in Megan Embassy
- e) "Residents" refers to the person(s), who is either a lessee or an owner and who is also presently residing in Megan Embassy
- f) "Management" refers to the Developer or Joint Management Body or Management Corporation (when formed) or any appointed Managing Agent authorized by Developer or Joint Management Body to enforce these rules.
- g) "Megan Embassy" includes the building or buildings comprising the individual premises, apartment unit, serviced suite, shop & office, the common property and the car parks.
- h) "Unit" includes any unit of Apartment, Serviced Suite, Office or Shop.

## 3.0 Use of the Units

### 3.1 Registration of occupants

- i All occupants must register themselves (please use the registration form "RO") with the Management.
- ii For units that are leased out, the owners must notify and furnish the particulars of tenant /lessee to the Management. Owners shall be liable for any infringement or breach of the Rules by their tenant/lessee, guests and visitors.
- iii Once the unit is rented out, the use of facilities, parking and other privilege is automatically transferred to tenant/lessee and the owner/lesser is no longer entitled to these facilities and privileges as the lawful registered owner.

### 3.2 Moving in or out to the Units

- i The Management shall be informed at **least 24 hours** in advance of moving that involving a professional mover or larger items of furniture.
- ii The Management reserved the right to refuse the admission or shifting out unless the person is seeking access properly identified to the Management and security personnel on duty.

- iii The Management shall in no case be liable for damages for the admissions or shifting out to or exclusion from the unit of any person whom the Management has the right to exclude under the provisions of the owner's tenancy agreement he has with his tenant or of these house rules. Please fill in the moving out form at the Management office.

### **3.3 Complain**

- i Complaints of all sorts and applications with regard to repairs and other matters shall be made in writing through complaints form/book that can be obtained from Management Office.
- ii Complaints can be reported to officer-in-charge first, complete complaint book or email to info@meganambassymc.com

### **3.4 Nuisance**

- i Occupants shall at all times conduct themselves in a proper and decent manner that will not cause annoyance to other occupants.
- ii Loud talking, laughter, shouting and other noises are strictly **prohibited** in the units and common areas.
- iii Musical instruments, TV, sound equipments are to be operated at a reasonable volume at all times so as not interfere with the peaceful enjoyment of other occupants.
- iv Occupants/visitors shall not sound car horns unnecessarily.
- v Occupants are not allowed to sit on balcony parapet walls or on windows ledge for their own safety.

**Failing to obey the above rules the Management reserves the right to our fine or takes action on the culprit(s)**

### **3.5 Dusting, sweeping and cleaning**

- i Nothing shall be thrown or emptied by any person out of windows, doors, balconies and verandas into or onto the common properties.
- ii Garments, rugs mop or other objects shall not be dusted, shaken or cleared from windows, balconies, verandas, corridors, and fire escape area or in the common property.
- iii 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 premises.

### **3.6 Refuse disposal**

- i No rubbish, rag, or any other refuse shall be permitted to be thrown through the doors or windows of the premises except into the refuse bins provided in or outside the Megan Embassy compound.
- ii Occupants shall ensure that all refuse be sealed in the nonporous plastic bags and placed properly in the refuse bins at the refuse chamber located on each floor. All wet refuse should be thoroughly drained of any liquid and care should be taken to prevent dripping on the floor.
- iii Heavy or bulky objects must be placed in the refuse center based at the rear end of the building at Jalan Madge, if such items are left by the occupants in common areas, the Management will in turn dispose the items and bill the occupants for all handling charges.
- iv For hard furniture removal, please use a third party contractor to do so. Please do not throw out and/or abandon your furniture. There will be a RM500 – RM1000 fine imposed.

- v Occupants using the refuse chambers must ensure that the doors are closed after use to prevent smell and control of pests.

### **3.7 Restriction on hanging of the clothes in the premises**

Occupiers of the unit shall ensure that textile items such as clothes, towels and linen shall not be hung or placed in any area so as to be visible from the outside of the unit. In particular, such textile item shall not be hung on poles that protrude through the windows, balconies or roofs of the unit.

### **3.8 Rearing of pets**

- i No pets other than fishes in aquarium shall be kept in the Unit. The Management reserves the right to remove any pets that contravene the rules at the owner's expenses.
- ii If the occupant(s) continues to keep the pet even after being informed to remove the pet, the Management reserves the right to fine the occupant Three Hundred Ringgit (RM 300) per day until the pet is taken away.

### **3.9 Placement of potted plants**

- i All potted plants are to be placed in containers so as to prevent the dripping of water or soil on to other apartments or common areas. Occupants are to ensure no potted plants or any other objects are placed dangerously on or near the edges of the premises from which they may fall and cause harm to person(s) or damages to properties below.
- ii Occupants' potted plants are not allowed to be placed in the common areas.

### **3.10 Parking of bicycle and other stuff**

Bicycle, tricycle, children's riding toys, roller skates, skateboards and the like shall not be ridden or left in any common corridor, stairway or lobby or the approaches or passage ways adjacent to or leading to the Unit. Bicycles and tricycles must be kept in the unit or designated area at basement car park. If not, management will impose the sum not less than RM 100 per day.

### **3.11 Radio and TV antennae**

No radio or television antennae shall be attached to or hung from the exterior of walls or be allowed to protrude through walls, windows, balconies or roof.

### **3.12 Visitor's rules**

- i Visitors, unless accompanied by the occupants, are required to leave some personal identification in the guardroom before entry into the Apartment/Services Suite area.
- ii Occupants must inform the Management Office/security guard in advance their likely guest by furnishing relevant details in order to avoid inconvenience to their visitors.
- iii All visitors especially estate agents must sign out when leaving the Apartment/Service Suite.
- iv Visitors not complying with the above Visitors Rules will be barred from entry into the Apartment/Service Suite area.

- v The occupants are responsible for ensuring that their guests comply with the said rules at all times and their behaviors are not offensive in any way to other occupants. Owners and occupants shall be liable for any damage caused by their lessee or visitors.
- vi The Management reserves the right to request any guest to leave the Apartment without having to give any reason for so doing.

### **3.13 Social functions**

- i Any occupier who intends to hold a party or any social or other gathering in his units or designated area (if reserved) shall give prior notification thereof to the Management.
- ii All private parties and functions in the function area should not be held later than **11.00pm** to avoid any inconveniences to the other occupants except the function rooms at 6<sup>th</sup> floor that need to refer to hotel operator
- iii The Management must be informed two (2) days in advance of any private functions to be held at the function area (please use application Form "PF"). A refundable deposit of RM 200 must be paid to the Management depending on the facility to be used. This deposit will cover electricity and rubbish. On top of this deposit, a nominal administrative sum shall be charged for use and booking of the different facilities for private functions. The collection of the deposit is to ensure that the area cleared of rubbish and the area is free of damage after use. Otherwise, the cost if any, will be deducted from the deposit and the balance to be refunded accordingly. In the event that the clean-up cost or the remedial work exceeds the deposit, the additional amount shall be charged to the owners maintenance account.

### **3.14 Auction**

No sale by auction shall be affected in the unit or at common area

### **3.15 Mails, telegrams and register letter**

Letters or parcels registered or otherwise and telegram or keys received by any servants of the owner will be received solely at the risk of the occupiers.

### **3.16 Restriction to carry business in the Unit**

- i No occupier shall use or permit to be used the address of his unit or the issue of circular or business announcements of any type nor shall carry out trade or commercial business of any kind in the Apartment/ Serviced Suite units.
- ii The restriction is not applied to first and second floor of Tower Block A that has been designated for the business or occupancy.
- iii Restriction is not applicable to offices, Shops and Commercial units.

### **3.17 Loading & Unloading**

- i All loading & unloading of goods and material whether for business use or renovation or otherwise shall be at the designated places specified from time to time by the Management.
- ii The lorries, van and other vehicles for such transportation shall not be parked to obstruct traffic flow in Megan Embassy. No goods and material shall be stored whether temporarily or permanently at any common area.

- iii The placing of heavy objects in excess of the pre-determined floor loading must be checked and approved by the structural engineer and a copy of the loading/location drawing to forward to Management for approval. Generally safes and other heavy objects should be placed near columns.

### **3.17 Use of Facilities**

- i The use of facilities (as further defined in clause 7.1 thereto) includes the facilities that form part of Developer's own parcel as follow:-
- ii Swimming Pool, Sauna, Terrace Café, Store Room, Towel Dispenser Room, Public Toilets, Changing Room, Locker's Room, Meeting & Conference Room and all other facilities and installations used or capable of being used or enjoyed either in common by all or by anyone or some of the purchasers.
- iii Intended users of such facilities are required to carry their resident card with them for verification purposes by security.
- iv. Gazebo, surau and all other facilities and installations used or capable of being used or enjoyed either in common by all or by anyone or some of the residents.

PROVIDED ALWAYS THAT the Developer /Management at it's own discretion will determine it's own rules, usage time and charges (if any) for each of the facilities from time to time and may disallow anyone that the

Developer/Management think necessary from using the facilities. The Developer, Management and it's agent shall not be liable to the users, guests or any other person(s) for any loss/injury/death or damage suffered in respect of

- a) any failure or interruption in any of the Facilities by reasons of necessary repair, replacement, maintenance or any installation of apparatus or their damage or destruction or by reason of mechanical or other defect or breakdown or other inclement conditions or shortage of fuel, materials, water or labour or any cause beyond Developer's and Management's control;
- b) any use of the Facilities;
- c) any act default omission or negligence of the Management and its employees, servants, agents or contractor

### **3.19 Use of Management's Employees**

- i No occupants is permitted to request any employee of the Management to perform or carry out any services or errands for the occupant(s)
- ii The Management and maintenance staff are not authorized or allowed to accept delivery of packages, parcels, etc or perform any kind of private work for the occupants, unless on orders of the Building manager
- iii Private deals with staff especially housekeeping, renovations and repairs works are prohibited and at occupants' own risk .
- iv No tips, gifts, or gratuities are to be offered to any employee of the Management for rendering services or courtesies in the regular performance of their duties.

### **3.20 Solicitation**

- i Unless permitted by the Management, no soliciting of goods and services or political activities shall be permitted in the premises.



- ii No brochures, pamphlets or circulars are allowed to be dropped into the Units or mail boxes by any resident or third parties.

### **3.21 Funeral And Bereavement Arrangements**

The Occupants(s) shall not hold and (or) bereavement arrangements in their unit(s) or in Megan Embassy. Such arrangements should be carried out at funeral parlour of their own respective faith or elsewhere, so as to observe the privacy of other residents.

### **3.22 Miscellaneous Matters**

- i Do not overload the electricity power supply by adding multiple plugs at the power points.
- ii Owner/occupants are not allowed to use the kerosene, chemicals, charcoal, or burn any incense, joss-tick, mosquito coil or to keep any flammable items in their premises.
- iii Shoe racks and shoes are not allowed to be placed **outside the door entrance or corridor**.
- iv No grills are allowed to fix at the entrance door, balcony and windows without the Management permission. The location and design and patent need to be done by appointed contractor by the Developer/Management. Failure to follow the aforesaid Management instruction, the warranty of that unit due to damages done by the owner's contractor shall be revoked by the Management.

## **4.0 Occupiers of the Units**

### **4.1 Inspection of the Units**

Upon receipt of seven (7) days notice in writing from the Management to the occupier, the occupier shall permit the agents and or servants of the Management to enter the unit for the purpose of:-

- i maintaining, repairing or renewing pipes, wires, cables and ducts used or capable of being used in connection with the enjoyment of the common property.
- ii maintaining, repairing or renewing the common property
- iii executing any work or doing any act reasonable necessary for or in connection with the performance of its duties of the enforcement of the house rules or other house rules or by-laws affecting the common property.
- iv carrying out structural or external repairs to such part of the Unit or common property that are not convenient to be carried out otherwise than from or through the unit.

The Owner / occupant shall permit the Management and its agent at all reasonable times on reasonable notice being given (except in the case of emergency when no notice is required) to enter the premises for the purposes of:-

- i repair and maintain the unit and keep it in a state of good repair, reasonable wear and tear expected. All maintenance and replacements in or to the unit, whether structural or non-structural, including without limitations, maintenance, repairs or replacement of screens, windows, the exterior side of all doors and the plumbing and air-conditioning fixture and equipment, if any within the unit and belonging to the owner and serving only the unit shall be performed by the owner at the owner's sole cost and expenses.
- ii permit the servants and or agents of the Management with or without workmen at any convenient hours in the daytime to enter into the unit and examine the state and condition of the pipes, cables, wires and fittings forthwith and upon notification by the Management, the owner or occupier at

owner's cost and expenses to make good all leakages and fault that might be a nuisance to the occupants of the other units.

#### **4.2 Children playing**

Occupiers shall not permit children to play in or with the lifts or in the lobbies, stairways, roads, and car park. Children are not to use the walls for ball playing or to deface the walls or public areas in any manner whatsoever. The occupiers shall bear the costs incurred making good defacement.

#### **4.3 No littering**

Occupiers shall not litter or deface any lift, cars or litter any part of the common property.

#### **4.4 No loitering**

Occupiers shall not permit or suffer their children (is any) or their guest's servants or employees or their children to play upon or in the staircase landings or lifts or lobby area of Megan Embassy.

#### **4.5 Lifts**

- i Occupiers shall not pry open or obstruct lift doors or in any way interfere with the normal functioning of the lifts nor cause or permit any such act or thing to be done.
- ii The occupiers except commercial units will be issued the lift proximity cards for the accessibility to their respective floors. The card is chargeable at the Management's discretion.
- iii All lift access card can only be issued from the Management Office. Imitation or clone cards are prohibited. All imitation or clone access card will be terminated and reported to the police for further action. For purchasing or replacing of lift access card, RM150.00 will be charge.

#### **4.6 Notice of malfunction etc**

Occupiers shall promptly notify the Management or its agent of any malfunction fault or defect or any system installation or apparatus for the supply or use of air conditioning, water, electricity or power to or in the units.

#### **4.7 Restriction of advertisement signs**

- i In order to maintain the image of Megan Embassy, occupiers shall not affix or exhibit or paint on any door of the units or in any windows or on any external part/exterior wall of the unit or any part of the common entrances passages staircase landings lifts or at any common property of the unit any trade professional or business advertisement or notice whatsoever, except with the prior written consent of the Management.
- ii The Management reserves the right to determine the locations, design and the size of the signboard/advertisement material.
- iii The occupant shall not without the Management's prior written consent, use the name of Megan Embassy or any picture or likeness of the Megan Embassy or the unit in his registered or trading name or for any advertising or purpose other than as the address and place of business of the occupants.
- iv The occupants shall not by its employees or agents, solicit business in the parking area or common area to distribute pamphlets, circulars or other advertising matter in motor vehicles or other vehicles

nor display advertising material generally except in such manner and under such conditions as may be approved from time to time by the Management.

- v. The occupant shall remove or cause to be removed any display or merchandise immediately upon notice by the Management where the Management is of the opinion that such displays or merchandise will impair the name, reputation or standing of Megan Embassy.

#### **4.8 No change to façade**

Occupiers shall not effect any change in the façade of the unit or use or change or alter any part of the common property and replacements or upgrading and or repair of all grilles and front doors or windows of any units shall be in such design as approved by the Management.

#### **4.9 Appropriate Authorities**

The occupier shall:-

- i abide to any rules, regulations in respect of any governmental department, local authority or other public or competent authority or court of competent jurisdiction, regardless of whether such requirements are imposed on the occupier
- ii not do in or near the units and or the common property any act or thing by reason or that the Management may under any statute or laws or become liable to pay any penalties, damages, compensation costs, charges or expenses.
- iii not make any additions to the unit including without limitation any shades, screens or any other enclosing or roof deck appurtenant to the unit and grills whatsoever.
- iv not make any renovation or alteration to the unit save as permitted herein.
- v not make connection with pipes that serve the unit otherwise than in accordance with plans and specifications that have previously been approved by the Management and or the appropriate authority.

## **5.0 Common Property**

### **5.1 Definition of “Common Property”**

“Common Property” means so much of the land as is not comprised in any parcel or any provisional block as shown in an approved strata plan and includes the fixtures & fittings including lifts, common area lights, ventilating system, air-conditioning system, rubbish chambers, drains, sewers, pipes, wires, cable and ducts and all other facilities and installations used or capable of being used or enjoyed either in common by all or by anyone or some of the purchasers PROVIDED ALWAYS THAT common property does not include:-

- i the area reserved for or designated as car parking lots (whether in any building comprised in the business park or the surrounding land thereto) including the entire basement car park together with the car park ramp (both entry and exit ramps) to and in the basement of the buildings comprised in the business park except those attached as accessory parcels to Residential Block C;
- ii any adjoining building and any accessory parcel or parcel attached to the Developer’s own parcel(s);

### **5.2 Obstruction of common property**

- i The sidewalks, passageways, stairways and common corridors shall not be obstructed at anytime or used for any purpose other than their designed use only.
- ii The Management reserves the right to remove any items including motorbikes, bicycle, shoes, shoes rack etc that are parked, left or stored in such common areas without notice to the owner.

### **5.3 Furniture and equipment in common property**

All furniture and equipment placed and/or installed in the common areas have been provided for the safety, comfort and convenience of all occupants(s) and therefore shall not be damaged or removed or altered without the permission of the Management. Furniture at the lobby in Block A are owned by the Developer.

### **5.4 Elevators/Lifts**

- i No one shall wear wet bathing suit, drink or eat while using the above. Bicycles and any motorized form of transport (other than wheel chairs) are not to be placed in the above.
- ii Smoking in the lifts is strictly prohibited
- iii No one is to tamper with any of the lift controls in a manner so as to prevent the proper functioning of the elevators
- iv In the event of a power failure or fire or any emergencies. Occupant(s) must not use the elevators but should use the stairways to vacate.
- v Occupant(s) must inform the Management of any shifting of heavy or bulky items using the elevators at least 24 hours in advance so that proper arrangements can be made to avoid any inconvenience to other occupant(s). The passenger lifts may not be used for the shifting or delivery of any heavy or bulky goods in which case the designated service lifts or bomba lifts should be used.

### **5.5 Main refuse center and re-cycle bin**

The Management will allocate and designate the area for the main refuse center and re-cycle bin for the usage of occupants. Any bulky items and any items that can be recycled have to be disposed accordingly into the respective container.

### **5.6 Landscape**

The landscape garden at the surrounding area is aesthetically designed for the common enjoyment of all residents within the development. Please do not throw, litter, remove or cause damage to any plants.

### **5.7 Easements**

The Developer including the Associate/Related Company or any hotel management company nominated by the Developer or the Associated/Related Company, to operate the service apartment business, shall have the right to use any portion of the Common Property for the running, operation and management of the service and hotel apartment business provided that the users of such easement shall not prevent or unreasonably interfere with the use of the parcels.

## 6.0 Car Parking

### 6.1 Owner's risk

The owner, Developer and Management or their agents shall not be responsible or liable for any theft damage, loss, or injury suffered as a result of in any way related to the use of the parking lots provided in the basement car park and surrounding area.

### 6.2 Designated car park

- i Each apartment/shop/office unit is not allocated a car parking bay, The parking bays are sold separately through issuance a license to use a dedicated car park bay. Only those who have purchase a license to use a dedicated car park bay are entitled to use one car park bay privately for each license issued.
- ii For those who do not purchase a license to use a dedicated car park bay, they can have an option to use those designated area of car park by the Owner or Operator for hourly daily or monthly basis
- iii The parking lot(s) shall only be used for parking the occupant's own vehicle and shall be a confined to the use of one vehicle only.
- iv The designated car parks are owner's parking bays (with license), monthly /season parking bays, hotel valet parking and also the service parking bays (for emergency usage)
- v Parcel owners of Residential Block C (Mei On The Madge) are allocated car parking bays as per the sale and purchase agreements signed

### 6.3 Vehicle sticker

- i Each licensee of the car park bay will be issued with one vehicle sticker and/or one access card. The application of the vehicle sticker and the access card can be obtained from Management Office (Form VES). A fee will be chargeable on the sticker and the access card. In the event that the car park access card is lost, a fee of RM 50.00 will be charged for each replacement access cards.
- ii The application for the season car park or additional car park can also be obtained for the Management Office. (Form CP).
- iii The Owner/Operator or Management reserves the right to deactivate the access card and no sticker shall be issued to those in arrears of maintenance service charges or other dues.
- iv The Owner/Operator reserves the absolute right to determine the car parking charges for hourly rate, daily rate or monthly rate from time to time.

#### **6.4 Visitors parking**

All visitors and guests shall park in the visitor's car park.

#### **6.5 Other vehicles**

- i Motorcycle, bicycles and other similar forms of transport shall be parked at the designated parking lots and on no occasion should these vehicles be left of parked in any other car park lots or areas.
- ii Buses, lorries, and other heavy vehicles are not allowed to park at any of the parking bay.

#### **6.6 Improper parking**

Parking you vehicles at non-designated areas, services area, other people's private designated car park and others common area unsuitable for parking can cause your vehicles to be clamped and a fee of RM 100 will be charged to remove the clamp.

#### **6.7 Relocation of car park**

The Owner/Operator or Management reserves the right to redesign the layout and traffic flow of the car park or its use and there shall be no interference with the Owner/Operator or Management's discharge of duties nor shall instructions be issued to the Owner/Operator or Management save and except the occupants may lodge any legitimate complaints to the Management.

#### **6.8 Car wash and Repair**

- i No major repair be made to any vehicle parked in the parking lot. A "major repair" includes a repair that involves excessive noise, smoke, and spillage of oil.
- ii Designated car parking lots shall be allocated by the Owner/Operator or Management for usage of car wash area with a certain charges to be imposed.

### **7.0 Facilities**

#### **7.1 Use of Facilities**

"Facilities " means in relation such facilities on Level 6 and Rooftop of the Block A & Block B; such facilities and such services which area attached to the Developer's own parcel serving Megan Embassy as may be provided from time to time by the Developer or the Management as the case may be:

THAT this permission can be withdrawn anytime by the Developer without any notice and reasons whatsoever given as follows:

- i Once a unit is rented out, the use of facilities and other privileges is automatically transferred as tenant/lessee and the owner/lessee and the owner/lessor is no longer entitled to these facilities and privileges.
- ii The Developer/Management reserves the right to disallow any person from entering or use the facilities for failure to produce the "Privilege Card" or "Dependant Card" and/or deny an access to the facilities without any reasons given whatsoever.

- iii The owner/tenant is required to apply with the Management Office for the “Resident Card” (Form PC). The issuance and restriction of the card is subject to the Management’s discretion and a fee will be imposed on the issuance of the card.
- iv All booking for facilities on the 6<sup>th</sup> floor and for any function is to be made through Developer with a certain fees to be imposed on the discretion of the Developer and/or the Management.
- v Any bookings for facilities at the Rooftop of Block A & Block B (refer to clause 3.18) must be made through the Management with a certain fees to be imposed at the Management discretion from time to time.
- vi All infrastructures for internet connectivity to able the internet access includes the Fiber Optic and CAT SE cabling is under Developer’s own parcel. The Management (refer to item 10.6 hereof) reserve the right to charge the access fee to the user(s) at the Management own discretion from time to time.

Use of “Facilities” at Residential Block C is exclusive to parcel owners of Block C and shall not be used by residents of Block A & Block B.

## 7.2 Swimming Pool

The usage of these facilities is subject to rules and regulations as follows:

- i The pool is opened from 10.00am to 8.00pm daily or (any scheduled timing) except during maintenance period. No person shall be allowed to use the pool when the pool is closed. The Management reserves the right to close the pool without notice.  
  
***No swimming is allowed when there is lightning/thunderstorm/rain***
- ii Children under twelve years of age using the pool must be accompanied and supervised by their parents or guardians.
- iii For hygienic reason, all users must take showers without exception before entering the pool.
- iv All users of the pool must wear proper swimming attire at all times. Using of t-shirt is forbidden in the pool.
- v Glassware, breakable items and other harmful objects (such as hairpins, safety pins, bobby pins, etc) are forbidden in the pool.
- vi Smoking, food and drinks are not allowed in the pool and immediate pool deck areas.
- vii People suffering from any infection or contagious disease, with bandage or open wound of any type are not allowed to use the pool.
- viii The Management declares that no lifeguard will be employed or stationed at the swimming pool.
- ix No livestock, poultry, rabbits or any household pets shall be allowed in the swimming pool /pool area.
- x The occupant is required to produce his Privilege Card to the attendant-in-duty/Management before using the recreational facilities. The Management / security may require any person to identify himself/herself at any time.
- xi These rules and regulation are subject to change without notice. The Management advises the occupant(s) to exercise care of their respective charges. While the Management will take every precaution to ensure the safety of person (s) using the pool, it cannot assume responsibility for any accidents or injuries to persons, or damage or loss to any personal properties or belongings.

- xii The Management shall have the authority to disallow from using the pool any persons disobeying the rules or endangering him or her or other persons.
- xiii The Changing room shall be opened from 9.00am to 8.00pm daily. No smoking is permitted in the changing room area. Residents using the changing room/toilet must ensure that it is clean and tidy at all times.
- xiv A charge/fee will be levied on usage of pool towels by the operator/Management.

### **7.3 Gymnasium**

The usage of these facilities is subject to rules and regulations as follows:

- i Residents may use the gymnasium from 7.00am to 10.00pm daily.
- ii Users of the gym are to dress appropriately. No street/outdoor shoes such as boots, high heeled shoes, or leather shoes except rubber-soled are to be worn in the gym.
- iii No reservation of the gym or its equipments is allowed. The use of its equipment shall be on a first come first served basis.
- iv Children under the age of 12 are not allowed to enter or use the gym/equipments unless accompanied by adults.
- v No smoking or consumption of food/beverages shall be permitted inside the gym. No littering is allowed.
- vi All equipments in the gym are to be used only its specific purpose and no equipments are to be taken out of the gym. After use of the various equipment, they are to be placed at their original position.
- vii Only coaches sanctioned and registered by the Management are permitted to conduct lessons.
- viii All lights, fans and air conditioners are to be switched off after use.
- ix Users are advised to inform the security personnel after use this facility in order for them to lock up.
- x The Management reserves the right to deny access to the facility to any person engaging in an unacceptable and in orderly behavior.

### **7.4 Sauna Room**

*The sauna room is temporarily closed until further notice.*

The usage of these facilities is subject to rules and regulations as follows:

- i The sauna room shall be opened for use from 7.00am to 8.00pm every day except at such time when the facility will be closed for cleaning or maintenance.
- ii Persons using this facility are strongly advised to consult their physician for medical check up using the sauna room, as the Management will not be responsible for any mishaps whatsoever and howsoever from such use.
- iii Children under age 12 shall not be permitted to use the facility unless accompanied by adults.
- iv All users should shower first before entering the sauna room and to use a towel on the benches for hygienic reasons.



- v No smoking, drinking and eating is allowed.
- vi Shoes and clothing is not permitted while using this facility
- vii Users shall ensure that this facility is kept clean and tidy at all times. They should report to the Management of any malfunction.
- viii Users are to inform the security after use in order for them to lock up.
- ix All lights and heating switch controls are to be switched off after use.

## **7.5 Rooftop**

- i The roof top is open from 8.00am to 10.00pm
- ii The Organizer/renter must be a registered resident of Megan Embassy
- iii The resident organizer must apply to the Management for the booking to use the facilities at the rooftop at appropriate rental charges to be paid (to be determined by the Management) and a deposit, which may be refunded upon expiry.
- iv The resident organizer must assure that only social or sporting events shall be held, and that the Management shall have absolute rights, without assigning any reasons, to revise or cancel any prior approval or to review charges for any application that may subsequently encompass commercial transactions.
- v The organizer must ensure that all invited guests will not create or cause any nuisance to other residents. If appropriate, the organizer must deposit into the Management office a copy of the said license issued by the local authority.
- vi No unlawful, religious, immoral or political assembly shall be allowed.
- vii The organizer must undertake to replace or repair at his/her own cost any portion of the property that may be damaged during the use of the place.
- viii The organizer must undertake with appropriate guarantee to indemnify the Management in respect of any claims or a series of claims that may be directed against the owners as a result of any negligent act or acts.
- ix The organizer must acknowledge and authorize Management or its servants or agents to enforce the specific rules in an undertaking and also the general rules by the unit owners.
- x Adults must accompany children under the age of 12 years.
- xi The Management would not be held responsible for any mishap to the users that might arise as a result of using this facility.

***The Management reserves the rights either to refuse any bookings or cancel any booking without having to give any reason whatsoever***

## **7.6 Gazebo And Barbeque Pit**

- i The Gazebo is open for use by the occupants from 12.00 noon to 11.00pm. However occupants must book in advance if they want to hold a private function.
- ii For function purposes, the Gazebo is available on a first come first serve basis. Occupants may take reservation of it by completing prescribed form at the Management office. Reservation fee per

hourly basis and a deposit sum of RM 200 will be imposed and payable in full 24 hours before the function date, to cover cleaning and electricity, damages and rubbish. The deposit is to ensure that the area use is clean and in good condition after the function.

- iii Occupants are to ensure that the Gazebo area is kept clean neat and clean after use and all furniture shall be replaced in its proper place. The cost of cleaning and addition charges, if any will be deducted from the deposit and the balance, if any will be refunded to the occupant who made the reservation. In the event that the cleaning cost and damages exceed the deposit, the resident host shall be charged the addition amount.
- iv The Management reserves the right not to permit such reservation should it inconvenience other occupants.
- v The use of this facility is at the sole risk of the occupants. The Management shall not be held liable for any injury, damage or mishap howsoever caused.

## **7.7 Surau**

- i The surau is open for use by the occupants who are Muslims only.
- ii No reservation is allowed.
- iii No smoking or consumption of food & beverage shall be permitted inside the surau
- iv Occupants are to ensure that the surau is kept neat and clean after use.
- v The Surau is strictly to be used for prayers only and for no other purposes e.g. political meetings, etc.

## **7.8 Disclaimer of liabilities**

The Management, its agent and its employees shall not 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.

The Management reserves the right to amend, alter, vary or change any or all the above rules and regulations for the facilities from time to time as it deems necessary.

## **8.0 Security service**

### **8.1 Security personnel duties and responsibility**

- i Megan Embassy is provided with 24 hours security service with periodical patrolling in and around the premises. In case of emergency, please contact the guard or the Management.
- ii The security personnel are responsible for only the general security of the area, monitoring of guests/ visitors, controlling of traffic and use of the Unit, its facilities and common properties. Occupants are not allowed to abuse the security personnel by words or action.
- iii The security personnel are empowered to carry out security checks on and detain any persons whether residents or otherwise found of suspicious characters or causing nuisance within boundary of Megan Embassy. Such persons so detained shall be evicted from Megan Embassy area or handed over to the police for appropriate action.

- iv Occupants are encouraged to take precautionary measures such as installing alarms to ensure the safety of their belongings. However, alarms must be of the approved type that will not cause prolonged noise when they are tripped.
- v For the safety and peace of mind for the occupant(s), security cameras have been installed at certain locations as an added security measure.
- vi All occupant(s) who intend to have guest(s) staying overnight at their Apartments/ Serviced Suites unit(s) are required to register their guest(s) at either Management Office or guardroom. (Form G)
- vii All delivery, removal (in/out) and renovation works must be reported at the Management Office/security guardroom prior to the work been carried out.

## **8.2 Notice of moving in and out**

- i The Management Office shall be informed at least 24 hours in advance of any moving involving a professional mover or large household items.
- ii Occupants shall ensure that the common properties and areas are not damaged in the course of such moving. Any such damages shall be made good at the occupants' costs.
- iii Occupants must fill the 'moving in/out' forms before they are allowed to do so. (MIO)

## **8.3 Registration of the employees of occupants**

- i All employers of domestic help and maids are to provide particulars of their employees to the Management for records.
- ii All employers (except commercial units) must also inform the Management if there is any change of their employees from time to time.
- iii All employers are to make sure that all their employees are legal and with legal documents. The Management reserves the right to evict the illegal employees at the employer's cost.
- iv The Management is not responsible for action taken by the authority on these illegal employees.

## **8.4 Registration of tenants**

The owners need to register their tenants with Management Office for security purpose. All particulars of the tenants need to be submitted to the Management prior moving to the unit and also to give a notice at least 24 hours to Management and security officer for the tenants that will move in or out from the unit.

## **8.5 Registration of guests**

Occupiers are advised to inform Management Office /security personnel of their invitations to guest and preferably to forward a name list. For regular guest the occupiers should provide their personal particulars to Management /security personnel.

## **8.6 Reports on criminal incidents**

Occupiers should report to the security personnel all minor and major criminal incidents encountered for appropriate actions.

## **8.7 Report on suspicious persons**

Occupiers should report to the security personnel immediately if they encounter any suspicious character loitering near their units or within the premises.

## **8.8 Reports on holiday leave**

Occupiers going away on long holidays may inform the Management of their intention to do so. All such occupiers shall take extra precaution in respect of their units and motor vehicles, and the Management shall not be responsible for any loss or damage to such units or motor vehicles in the absence of such occupiers.

## **8.9 Illegal activities**

The Management, in ensuring the dignity of the building premises is maintained, if found the use of the premises for any illegal or unlawful or immoral purposes/activities such as the operations of brothels, gambling dens, harboring of illegal immigrants etc. will do its utmost to ensure such elements are immediately rid off.

## **8.10 Security guardroom**

The guardroom is located at:-

- i the M&E /Fire –Control room at the ground floor of Block A; &
- ii the CCTV room at basement 2 of the Apartment

## **9.0 Renovation works**

### **9.1 Application and approval of renovation works**

- i All renovation and installation works such as installation of air-condition equipments, awnings, kitchen cabinets, wardrobes and Astro /TV etc. must be submitted and approved by the Management before they can be carried out in Megan Embassy.
- ii As to preserve uniformity and pleasant external façade, the renovation and installation work are subject to the guidelines imposed by the Management such as standard sets of design, colour and specifications for the grills/awnings, the paintings and plastering works, the M&E etc.
- iii No grills are allowed to fix at the entrance door, balcony and windows without the Management permission. The location and design and patent need to be done by the contractor appointed by the Developer/Management.
- iv All owners/renovation contractors must complete and sign standard renovation application form (form"RW") and return the form to the Management Office.

- v Contractors without such approval letter shall be refused entry into the Apartments to carry out the works.
- vi For those works requiring approval from the authorities, a letter of approval must be obtained and furnished to the Management Office before such works are allowed.

## **9.2 Security deposit and refund**

- i A refundable deposit payable in cash is required before any renovation /installation works are allowed to carry out. The deposit amount is subject to the Management's discretion that may base on the extensive of the renovation works to be done.
- ii Such deposit is to ensure that all debris is properly cleared and no common property is damaged, and that the works comply with requirements. Otherwise, the cost, if any, shall be deducted from the refundable deposit. In the event that the remedial cost exceeds the deposit, the additional amount shall be charged to the owners maintenance account.

## **9.3 Renovation limits**

- i All renovation works shall be confined to the limits of your unit. Hacking of structural slabs, columns, beams, and walls are strictly not permitted. Any deviation from the original approved plans of Megan Embassy may result in your unit or the whole development not being able to obtain the Strata Titles from the authorities.
- ii For those units/area affected by renovation work, the Developer/Management will waive the warranty for any defect/damages arising and effected to the unit due to the renovation work done.

## **9.4 Disposal of renovation debris**

- i All renovation contractors are to ensure that the renovation debris is not left on the corridors or any other common areas and that no common property is damaged. Otherwise, the costs, if any, will be deducted from the deposit.
- ii Unit owners are to ensure that their renovation contractor do not dispose the renovation debris at the car park areas or any areas in the Unit compound or common property.
- iii Cement, sand and other material shall be packed into gunny sacks/plastic bags before being transferred to the work areas.
- iv Packing and crating material must be removed by the occupant(s)/contractor(s) to the dumping ground approved by the appropriate Authorities outside the Unit.

## **9.5 Usage of water and electricity**

- i All occupants/owners/contractors are not allowed to tap water / electricity supply from common property for any renovation works or other usage.
- ii The Management reserves the right to fine the occupants a minimum of RM 500.00 per offence.

## **9.6 Working hours**

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

Monday to Saturday	-	9.00am to 5.30pm
Sunday and Public Holidays	-	Prohibited

## **9.7 Security checks**

- i All delivery, removal, and renovation works must be reported to the Management Office/security guardroom prior to the work being carried out. The Management reserves the right to refuse entry to any unknown persons for whatever purposes.
- ii The Management reserves the right to inspect your unit from time to time and the owner is to inform the Management for final inspection upon the completion of renovation works prior to the refund of the deposit.

## **9.8 Identification passes**

All Contractors must report at the Management Office/security guardroom to obtain identification passes and must wear their passes at all times whilst in the building.

## **9.9 Use of lifts**

All deliveries, removal and workmen must use only designated lifts (Service/Bomba lift) and staircase so not to cause any inconvenience to other occupant(s)

## **9.10 Air circulation**

- i The occupant is bound to check with the Management for the business with the installation of the air-t system in order to preserve the outlook as well as the common living of Megan Embassy.
- ii The Management reserves the right to approve on the design of air-circulation system and the nature of the business proposed by the occupant
- iii The occupant shall take such steps as may be necessary to prevent excessive infiltration of air into the unit, and shall not do any act or thing whereby the working of the air circulation plant in Megan Embassy shall be affected.

## **9.11 Occupants /Owner' responsibility**

Occupant(s)/owner(s) are to ensure that their contractors are aware of the said rules and will comply fully with the same. The conduct and behavior of their contractor is the owner(s)/occupants(s) sole responsibility. Any damage to the building and equipment caused by the contractor(s) shall be repaired or replaced at the expense of the owner(s)/occupant(s).

## 10.0 Type of changes

### 10.1 Maintenance serviced charges

- i The first payment for maintenance services charges to be collected three months in advance upon a written notice from the Developer/Management and subsequent maintenance service charges have to be paid to the Management quarterly.
- ii Failure to pay within the specific period enables the Management to impose a penalty of not more than 10% per annum or at the rate determined by the Joint Management Body to be calculated from day to day until the date of actual and full payment.

### 10.2 Sinking funds

- i Sinking Fund is to be paid to the Management every three (3) months in advance. Contribution to the sinking fund shall be determined by the Joint Management Body and shall be paid by the occupants from the date as indicated in a written notice by the Management to occupants.
- ii Failure to pay within the specific period enables the Management to impose a penalty of not more than 10% per annum or at rate determined by the Joint Management Body, to be calculated from day to day until the date of actual and full payment.

### 10.3 Quit Rent and Other charges

- i The total of quit rent and other charges from the authority shall be divided between all unit owners according to floor area of each unit.
- ii Failure to pay the quit rent and other charges within a specified period upon notice given by the Management, the owner shall pay a penalty of not more than 10% per annum or at rate determined by the Joint Management Body to be calculated from day to day until the date of actual and full payment.

### 10.4 Insurance

- i The building is insured yearly against any mishap that may occur. The total insurance premium shall be divided between according to floor area of each unit.
- ii Failure to pay the insurance premium within a specified period upon notice given by the Management, the owner shall pay a penalty of not more than 10% per annum or rate determined by the Joint Management Body to be calculated from day to day until the date of actual and full payment.

### 10.5 Water bill

- i Water bills shall be sent to you once every three (3) months and a minimum charges of RM 36 per month for Apartment and Serviced Suites units of less than 1,000 sq ft to be imposed. For other units of Megan Embassy, the minimum charges shall be at RM 36 per month.

- ii Failure to pay the water bills within a specified period upon notice given by the Management, the owner shall pay a penalty of not more than 10 per centum (10%) per annum to be calculated from day to day until the date of actual and full payment.
- iii The Management reserves the right to disconnect the water supply to your unit for your failure to pay the water bills in time and at least two (2) working days needed for the Management to re-connect of the supply. Reconnection fees of RM 30.00 shall be imposed and need to be duly pay prior reconnection work to be carried out.

## 10.6 Internet billing

- i Each unit in the Tower A is equipped with high-speed Internet Connectivity. To get connected please contact the Management Office and access fees will be imposed. The occupants/subscribers will be given a personal password and login number for them to use or other methods to be determined by the Management.
- ii The Management reserved the right to disconnect the internet connection to occupants/subscribers for failure to pay the fees or upon expired of the terms/charges or if the Management found of misused the Internet facilities for unlawful purposes.
- iii The occupants/subscribers hereby indemnify and keep indemnified the Developers, Management, it's agents, contractor, employees or servants for any claims, damages arising from his unlawful act through the usage of the internet system.

## 10.7 Others (damages to common facilities and property)

Any damages done to the common property and facilities by the owner or his guest or servants or tenants or lessee are liable by the owner (save and except for the hotel guest)

## 10.8 Payment of charges

- i All payment must be made either by cash or crossed cheque to "MEGAN AMBASSY MANAGEMENT CORPORATION".
- ii The Management reserves the right to disconnect the utilities supply to the respective unit and withdrawal of the Owners' /Residents' right to use the lift and also the allocated car parking bays (by deactivating the access card) and the privilege to use the facilities if failure to make payment within the specified period. Other means would be instituted if the above means fails.

## 11.0 Building Management Office

### 11.1 Management Office

The Management Office is located at :	Basement 2 Megan Embassy No 225 Jalan Ampang 50450 Kuala Lumpur
Telephone No	: 03 2161 2948
Fax No	: 03 2164 4898
E-mail	: info@meganambassymc.com
Website	: www.meganambassymc.com
Office hours	: Monday to Friday - 9.00am to 6.00pm Saturday - 9.00am to 1.00pm



Closed on Sunday and Public Holidays

## 11.2 Notice Board

A notice board is installed outside the Management office. Circulars and Notices will be displayed thereon for the information of all residents. If occupant(s) want to advertise through the Notice Board, a small administrative fee will be charged.

## 11.13 Residents /Management mail box

- i Correspondences, occupants' registration, complaints and payment of maintenance service fees (by cheque only) to the Management can be sent via the Resident/Management mailbox located at the Management Office. No cash payment shall be sent through this box.
- ii Residents must ensure that their names, address, unit numbers and their telephone contact numbers are stated in all correspondences.

## SPECIAL NOTES

### 12.1 Disclaimer of Liability

- i The Developer/Management its agent and employees shall not be liable in any matter whatsoever for the loss of or damage to any person, personal belonging, property, injury or death of any person in the building or for any loss, death, injury or damage suffered in respect of :
  - a) any failure or interruption in any of the common facilities by reason of necessary repair, replacement maintenance or any installation of apparatus or their damage or destruction or by reason of mechanical or other defect or breakdown or other inclement conditions or shortage of fuel materials or labour or any cause beyond the Management's control
  - b) any use of the Common facilities
  - c) any act default omission or negligence of the Management and its employees, servants, agents or contractors

- ii Compliance with law

Owners/Residents at their own expense shall observe and comply with all the laws, Bye-laws, rules and regulations affecting the owners or other residents in their units in relation to their occupation within the Development as and when necessary and to keep the Management indemnified in respect of the same.

- iii Owner's liability

The owner shall, prior to execution of any proposed agreement with the lessee/tenant, procure that the lessee/tenant enters into covenant with the owner to observe and perform all the provisions of the House Rules herein and the same may be amended from time to time.

Owners shall be liable for and shall indemnify the Management against all demands, claims, actions, proceedings, penalties, damages, expenses and any outstanding payment arising out of or made in consequences of any act, omission, default or negligence of the lessee/tenant due to the Management.

## **12.2 Amendment**

- i All information contained herein are merely for presentation and informative purposes.
- ii The Management shall have the right at any time and from time to time to decide, vary, amend and/or add to the above House Rules from the time being issued, whenever such variations, amendments, deletion and /or addition are deemed to be necessary or required to regulate the use of the Unit, Common area, Facilities and /or the building; or as per the requirements of the relevant authorities.

## **12.3 Terms and conditions in the Sale and Purchase Agreement**

The guidelines and rules set out herein shall be in addition to but not in diminution of the terms and conditions, stipulations or restriction set out in the Sale and Purchase Agreement and the Deed of Mutual Covenants thereto or the schedules referred to therein.

## **13.0 General matters**

### **13.1 Liability For Damage**

All owners shall be liable for all costs and expenses incurred by or on behalf of the Management to repair, replace or restore any damage or destruction in caused by or contributed to by the occupants, guests, servant or agents.

### **13.2 Sub Committee**

- i The Management reserves the right to appoint Residents to be members of sub committees and will establish the term of reference for the respective sub committees from time to time. The sub committees are:
  - a) House Rules/Ground Committee
  - b) Tender Board Committee
  - c) Investigation and Disciplinary Committee
- ii The Investigation and Disciplinary sub- committee shall be assisting the Management on the enforcement of House rules such as complaints by neighbours, indiscriminate parking, abuse of staff, unauthorized leaflets circulation and not abiding houses rules.
- iii The investigation and Disciplinary sub- committee reserve the right to take necessary action, fine or suspend services on the offenders of these house rules

