

THIRD SCHEDULE

STRATA MANAGEMENT ACT 2013

STRATA MANAGEMENT (MAINTENANCE AND MANAGEMENT) REGULATIONS 2015

(Regulations 5 and 28)

BY-LAWS

**PART 1
PRELIMINARY**

1. Application

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

(2) These by-laws shall apply to any development area:

- (a) during the management by the developer before the joint management body is established, under Chapter 2 of Part IV of the Act;
- (b) during the management by the joint management body, under Chapter 3 of Part IV of the Act;
- (c) during the management by the developer before the first annual general meeting of the management corporation, under Chapter 2 of Part V of the Act;
- (d) during the management by the management corporation after first annual general meeting of the management corporation under Chapter 3 of Part V of the Act; and
- (e) during the management by the subsidiary management corporation after it has been established in respect of the limited common property under Chapter 4 of Part V of the Act.

2. Interpretation

(1) For the purpose of giving effect to subparagraph 1(2) of these by-laws:

- (a) a reference to the “management corporation” shall be construed as a reference to the developer (during the developer’s management period and during the preliminary management period), joint management body or the subsidiary management corporation, as the case may be;
- (b) a reference to the “management committee” shall be construed as a reference to the joint management committee or the subsidiary management committee;

- (c) a reference to the “proprietor” shall be construed as a reference to the purchaser or parcel owner; and
 - (d) a reference to “share units” shall be construed as a reference to the allocated share units.
- (2) In these by-laws or any additional by-laws made under the Act, “building” means buildings if more than one, and includes part of a building.
 - (3) Any reference to a purchaser, parcel owner or proprietor shall include his family or any chargee, assignee, lessee, tenant, occupier or invitee of his parcel.

PART 2
THE MANAGEMENT CORPORATION

3. Functions of the management corporation

The management corporation shall —

- (1) maintain in a state of good and serviceable repair, and, where necessary, renew or upgrade, the fixtures and fittings, lifts, installations, equipment, devices and appliances existing in the development area and used or capable of being used or enjoyed by occupiers of two or more parcels;
- (2) maintain, repair and, where necessary, renew or upgrade sewers, pipes, wires, cables and ducts existing in the development area and used or capable of being used in connection with the enjoyment of more than one parcel or the common property;
- (3) where applicable, establish and maintain suitable lawns and gardens on the common property;
- (4) where applicable, manage, maintain and secure suitable operators for any of the common utilities, amenities and services in the common property, such as launderette, convenience store, cafeteria, nursery and others, to reasonable standards of safety and health for the convenience, comfort and enjoyment of the proprietors and occupiers;
- (5) renew and upgrade common property where necessary for the purpose of retaining and adding the market value of parcels in the development area;
- (6) on the written request of a proprietor of a parcel and on payment of a fee which shall not exceed fifty ringgit, furnish to the proprietor, or to a person authorised in writing by the proprietor, the copies of all policies of insurance effected under the Act or effected against such other risks as directed by the proprietors by a special resolution, together with the copies of the receipts for the last premiums paid in respect of the policies;
- (7) set up, manage and maintain proper procurement procedures and tender process in a fair and transparent manner for all purchases, acquisitions or awards of contracts in connection with the management and maintenance of the common property;

- (8) set up, manage and maintain a good credit control system in the collection of maintenance charges and contribution to the sinking fund and any other charges lawfully imposed by the management corporation;
- (8) administer and enforce the by-laws and any additional by-laws made under the Act; and
- (9) without delay enter in the strata roll any change or dealing notified to it by any proprietor.

4. Common property for common benefit

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

5. Provision of amenities or services

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

6. Defaulters

- (1) For the purpose of these by-laws-
 - (a) a defaulter is a proprietor who has not fully paid the Charges or contribution to the sinking fund in respect of his parcel or any other money imposed by or due and payable to the management corporation under the Act at the expiry of the period of fourteen days of receiving a notice from the management corporation; and
 - (b) any restriction or action imposed against a defaulter shall include his family or any chargee, assignee, successor-in-title, lessee, tenant or occupier of his parcel.
- (2) If any sum remains unpaid by the proprietor at the expiry of the period of fourteen days specified in subparagraph 6(1)(a) of these by-laws, the proprietor shall pay interest at the rate of ten per cent per annum on a daily basis or at such rate as shall be determined by the management corporation at a general meeting, until the date of actual payment of the sum due.
- (3) The management corporation may prepare a defaulters' list showing the names of the defaulting proprietors, their respective parcels and the amount of the sum that remains unpaid, and may display the list of defaulters' names on the notice boards in the building provided that such list shall be updated by the management corporation at the end of every following calendar month.
- (4) The management corporation may, at the expiry of the period of fourteen days specified in subparagraph 6(1)(a) of these by-laws, and without prior notice,

deactivate any electromagnetic access device such as a card, tag or transponder, issued to a defaulter until such time that the any sum remaining unpaid in respect of his parcel has been fully paid, together with a charge not exceeding ringgit fifty that may be imposed by the management corporation for the reactivation of his electromagnetic access device. During the period of the deactivation of his electromagnetic access device, the management corporation may require the proprietor to sign in a defaulters' register book each time that the defaulter requires any assistance for entry into or exit from the building or the development area.

- (5) The management corporation may stop or suspend a defaulter from using the common facilities or common services provided by the management corporation, including any car park bay in the common property that has been designated for the use of the defaulter.
- (6) The management corporation may enter into any instalment payment scheme in writing with a defaulter to enable the defaulter to settle his outstanding sum in such number of instalments or upon such terms and conditions as the management corporation shall deem fit and proper, including withholding any action permitted under subparagraphs 6(4) and 6(5) of these by-laws.
- (7) The management corporation may accept payment of any sum due by a defaulter which is made by his chargee, assignee, successor-in-title, lessee, tenant or occupier, and any of the aforesaid persons who had made such payment shall be deemed to be irrevocably authorised by the defaulter to do so.

7. Powers of a management corporation to impose a fine

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

PART 3 THE PROPRIETOR

8. General duties of a proprietor

A proprietor shall—

- (1) promptly pay to the management corporation the Charges and contribution to the sinking fund relating to his parcel, and all other money imposed by or payable to the management corporation under the Act;
- (2) promptly pay all quit rent, local authority assessment and other charges and outgoings which are payable in respect of his parcel;
- (3) permit the management corporation and its servants or agents, at all reasonable times and on reasonable notice being given (except in the case of emergency when no notice is required), to enter his parcel for the purposes of—

- (a) investigating leakages or other building defects;
 - (b) maintaining, repairing, renewing or upgrading pipes, wires, cables and ducts used or capable of being used in connection with the enjoyment of any other parcel or the common property;
 - (c) maintaining, repairing, renewing or upgrading the common property; and
 - (d) executing any work or doing any act reasonably necessary for or in connection with the performance of its duties under the Act or the regulations made thereunder, or for or in connection with the enforcement of these by-laws or additional by-laws affecting the development area;
- (4) forthwith carry out all the work ordered by any competent public or statutory authority in respect of his parcel other than such work for the benefit of the building or common property;
 - (5) repair and maintain his parcel, including doors and windows and keep it in a state of good repair, reasonable wear and tear, damage by fire, storm, tempest or act of God excepted, and shall keep clean all exterior surfaces of glass in windows and doors on the boundary of his parcel which are not common property, unless the management corporation has resolved that it will keep clean the glass or specified part of the glass or the glass or part of the glass that cannot be accessed safely or at all by the proprietor;
 - (6) maintain his parcel including all sanitary fittings, water, gas, electrical and air-conditioning pipes and apparatus thereof in a good condition so as not to cause any fire or explosion, or any leakages to any other parcel or the common property or so as not to cause any annoyance to the proprietors of other parcels in the development area;
 - (7) forthwith repair and make good at his own cost and expense any damage to his parcel if such damage is excluded under any insurance policy effected by the management corporation and to carry out and complete such repair within any time period specified by the management corporation, failing which the management corporation may carry out such repair and the cost of so doing shall be charged to the proprietor and shall be payable on demand;
 - (8) not use or permit to be used his parcel in such a manner or for such a purpose as to cause nuisance or danger to any other proprietor or the families of such proprietor;
 - (9) not use or permit to be used his parcel contrary to the terms of use of the parcel shown in the plan approved by the relevant authority;
 - (10) notify the management corporation forthwith of any change in the proprietorship of his parcel or any dealings, charges, leases or creation of any interest, for entry in the strata roll; and
 - (11) use and enjoy the common property in such a manner so as not to interfere unreasonably with the use and enjoyment thereof by other proprietors.

9. General prohibitions for a proprietor

A proprietor shall not-

- (1) use his parcel for any purposes, illegal or otherwise, which may be injurious to the reputation of the development area;
- (2) use as fuel any substance or material which may give rise to smoke or fumes or obnoxious smells or shall not use any substance which the management corporation in a general meeting shall decide; and
- (3) throw or allow to fall, any refuse or rubbish of any description on the common property or any part thereof except in refuse bins maintained by him or in refuse chutes or in refuse bins in common refuse chambers provided in the building.

10. Prohibition of nuisance

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

11. Appearance, façade and colour of the exterior of parcel

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

12. Storage of inflammable or explosive materials

- (1) In a building or part of a building used for any residential or dwelling purposes, a proprietor shall only use or store in his parcel any inflammable chemical, liquid, gas and other material for domestic purposes only or for a fuel tank of a motor vehicle or an internal combustion engine provided that the storage of such substances or materials shall not be in excess of the quantity reasonably required for domestic purposes.
- (2) Nothing in these by-laws authorises or nothing in the additional by-laws shall authorise any proprietor to use or store in his parcel or the common property, any inflammable or explosive chemical, liquid, gas and material that contravenes any

written law regulating the use or storage of such substances or materials.

13. Pest control

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

14. Keeping of animals

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

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

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

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

15. Drying of laundry

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

16. Compliance with by-laws

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

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

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

(4) If any repairs are rendered necessary by reason of any wilful or negligent act or omission on the part of, or breach of any of these by-laws or additional by-laws by any proprietor, the cost incurred by the management corporation in carrying out

the repairs shall become a debt due to the management corporation and shall become recoverable from that proprietor by the management corporation.

- (5) A proprietor shall not be absolved from any liability which may be incurred or suffered as a result of any failure on his part to observe and comply with these by-laws or any additional by-laws.

PART 4 THE COMMON PROPERTY

17. Identification

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

18. Fire fighting installation or equipment

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

19. Notices and signs

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

20. Prohibition of obstruction

- (1) All fire escape routes, including but not limited to, the stairways, landings and passageways in the building or the common property shall not be obstructed by the proprietor at any time.
- (2) The management corporation may without prior notice, remove or confiscate any property of a proprietor, including but not limited to, bicycles, potted plants, vases, furniture, trolleys, boxes, goods or objects of any kind whatsoever. The management corporation may put up a notice of any removed or confiscated

property which may be claimed by the proprietor within fourteen days from date of the notice subject to payment to the management corporation of a charge not exceeding two hundred ringgit. If a removed or confiscated property is not claimed at the expiry of the period of fourteen days, the management corporation may discard or dispose of such property as it deems fit without any liability to the proprietor.

- (3) No unauthorized activities shall be permitted in the common property. The management corporation may refuse to permit or allow any activity which, in the opinion of the management corporation, may pose a danger or nuisance to other proprietors.

21. Garden, lawns and potted plants

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

22. Encroachment on common property and other parcels

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

- (b) any screen or other device to prevent entry of animals or insects into his parcel; or
- (c) any safety structure or device to prevent children from harm;

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

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

23. Furniture, fixtures and fittings

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

24. Children playing on common property

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

PART 5 VEHICLES

25. Vehicles

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

- (b) the management corporation shall not be liable for any damage or loss caused to such vehicle by the towing or wheel-clamping of the vehicle.
- (2) Any unauthorised vehicle parked in common property or any vehicle parked outside the designated car parking bay or in any parking bay designated for another proprietor may be towed away or wheel-clamped by the management corporation, at the vehicle owner's cost without prior notice, and in such a case-
- (a) the wheel clamp will only be removed after payment to the management corporation of a charge imposed by the management corporation which shall not exceed ringgit two hundred, and any towing cost and holding charge actually incurred by the management corporation; and
 - (b) the management corporation shall not be liable for any damage or loss caused to such vehicle by the towing or wheel-clamping of the vehicle
- (3) No major repairs shall be carried out by any person to any vehicle parked in the development area and for this purpose, "major repairs" means repair works which involve excessive noise, fumes, spillage of oil, use of chain blocks or other medium or heavy duty weight lifting equipment.
- (4) No additional construction or structure of any form shall be erected on any parking bay in the development area without the prior written approval of the management corporation.
- (5) Any person using the car park in the development area shall ensure that he does not leave any equipment, spare part, discarded material, rubbish and litter in the car park area. The management corporation may remove and dispose of such items without any prior notice and shall not be liable for any damage or loss of such items, and the cost incurred in doing so shall be borne and paid by the person concerned on demand.
- (6) All vehicles shall be driven carefully and safely in the development area.
- (7) Any vehicle owner of a vehicle parked in the development area shall ensure that the vehicle alarm is well maintained and in order so that there shall not be frequent false alarms causing nuisance or annoyance to other proprietors. If the false alarms become a frequent nuisance or annoyance to other proprietors, the management corporation may prohibit the vehicle from entering the development area for such period and upon such terms as the management corporation shall deem fit and proper.

PART 6 DISPOSAL OF SOLID WASTE

26. Solid waste disposal

- (1) A proprietor shall not cause any unsightly accumulation of dirt, garbage, rubbish or debris in his parcel and accessory parcel that is visible from the outside and affecting the appearance or façade of the building or common property.

- (2) A proprietor shall not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except in a place designated for such purpose by the management corporation.
- (3) A proprietor shall ensure that any refuse from his parcel is properly disposed of at the refuse chute, or into the refuse bins at the common refuse chamber or at any designated facility provided in the building or the development area. Any spillage from his refuse shall be promptly removed and cleaned up by the proprietor.
- (4) In disposing of his refuse, a proprietor shall ensure that the refuse is securely wrapped and that any recyclable material or waste is separated and prepared in accordance with the applicable recycling guidelines.
- (5) Large, bulky or heavy objects shall not be discarded by a proprietor at any refuse chute or common refuse chamber and such items shall be removed from the building or common property by the proprietor unless there is a designated facility in the development area approved by the management corporation for this purpose.
- (6) A proprietor shall not—
 - (a) dispose his refuse into any sink, water closet, manhole or drain, or allow anything to be done which will cause clogging or blockage to the sewerage and drainage system;
 - (b) allow any object, refuse or rubbish of any description to be thrown or swept or emptied out of any external window or door of a parcel, or abandoned in any corridor, lobby, lift, landing, staircase, car park or any other part of the common property;
 - (c) deposit or throw or let fall onto another parcel or the common property, any rubbish, dirt, dust or discarded item or material;
 - (d) dispose of any object into any chute which may obstruct the free fall of refuse in the chute and cause blockage therein; and
 - (e) throw live cigarette butts into any refuse receptacle.

PART 7 RENOVATIONS

27. Renovation works and repairs

- (1) A proprietor shall not carry out any renovation works to his parcel without first obtaining a prior written approval from the management corporation and, where necessary, from the appropriate authority.
- (2) In giving approval for any renovation works, the management corporation may require the proprietor to place an amount with the management corporation as a deposit for compliance with these by-laws or any additional by-laws relating to such renovations works and may require that the renovation works be completed within a certain time.

- (3) It is the sole responsibility of the proprietor to check with the appropriate authority for the need of any approval to carry out the renovation works and the proprietor shall pursue the matter with the appropriate authority on his own initiative. If the proprietor applies for any approval from the management corporation for permission to carry out renovations works, the management corporation is entitled to assume that the proprietor has obtained the necessary approvals from the appropriate authority, where necessary, and a copy the approvals of the appropriate authority shall be submitted to the management corporation at the time of application for approval by the management corporation. If the management corporation gives its approval for any renovation works and it is subsequently discovered that the requisite approvals from the appropriate authority were not obtained or not properly obtained, the proprietor shall be solely responsible to the appropriate authority and the approval granted by the management corporation for renovation works shall be deemed rescinded forthwith.
- (4) All renovation works in a parcel shall be confined to the boundaries of the parcel and no works shall be carried out on any part of the common property.
- (5) Renovation waste or refuse shall not be discarded by a proprietor or his workmen at any refuse chamber or sink or water closet or any part of the common property and such items are required to be removed from the building by the proprietor or his workmen unless there is a designated facility in the building approved by the management corporation for this purpose.
- (6) A proprietor shall ensure that any renovation works to his parcel shall not in any way whatsoever affect or weaken any structural member support, including shear walls or structural load-bearing beams or columns in the building. If any damage is caused to any of the building structural members by such renovation works, the proprietor shall at his own cost immediately rectify and make good the damage under the supervision of a competent civil and structural engineer appointed by the management corporation and the proprietor shall bear all cost relating thereto.
- (7) A proprietor shall take full responsibility for any defect or damage to the common property as a result of the renovation works or repair works to his parcel and if any damages is caused the proprietor shall immediately at his own cost, rectify and make good the damage to the satisfaction of the management corporation.
- (8) A proprietor shall ensure that adequate precautions are taken against damaging any concealed wirings, cables, pipes and ducts during the renovation works or repairs to his parcel, and any such damage caused by the renovation or repair works shall be rectified and made good immediately to the satisfaction of the management corporation and any competent civil and structural engineer appointed by the management corporation and the proprietor shall bear all cost relating thereto.
- (9) If the proprietor intends to change the floor finishes to any wet area in his parcel, he shall replace the existing damp proof membrane with a new damp proof membrane, continuing upwards at any wall junction for at least 150 mm high. If the proprietor intends to change the wall tiles in a wet area, the proprietor shall similarly replace the affected part of the damp proof membrane at the junction of the wall and the floor.
- (10) A proprietor shall ensure that any renovation or repair works to his parcel shall not in any way cause inconvenience or danger to the other proprietors in the building.

28. Restrictions in renovation works

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

29. Other prohibitions

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

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

PART 8
DEFECTS TO PARCELS AFFECTING SUPPORT OR SHELTER

30. Power of management corporation to take proceedings as agent for proprietors in case of defects to parcels

Where –

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

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

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