



SUTERA BAY

@ SADONG JAYA

KOTA KINABALU

COMMUNITY RULES BOOK



**SUTERA BAY@
SADONG JAYA**

KOTA KINABALU

COMMUNITY RULES

TABLE OF CONTENTS

	PAGE
Table of Contents	1
Welcome Message	3
Management Obligation – Management and Maintenance	5
Community Rules – Preamble	9
1. Definitions/Interpretations	11
2. Management and Maintenance	16
3. Management Contribution	19
4. Use and Tenancy	20
5. Restrictive Covenants	24
6. Affirmative Covenants	34
7. Use of Common Property	41
8. Swimming Pool	44
9. Loading and Unloading	46
10. Lifts and Escalators	48
11. Air-conditioning and Ventilation	49
12. External Façade of The Commercial Centre	49
13. Car Parks	50
14. Insurance	53
15. Refuse/Garbage Disposal	54
16. Liability	55
17. Payment of Outgoings and Management Fund	56

18.	Upkeep and Maintenance	56
19.	Access to Parcel by Management	57
20.	Address	57
21.	Compliance with Directives and By-laws	58
22.	Indemnity	58
23.	Renovation Work	59
24.	Security	63
25.	Occupants' List	65
26.	Disclaimers	66
	Useful Emergency Telephone Numbers	67

WELCOME MESSAGE

Welcome to Sutera Bay@Sadong Jaya, a fully integrated development with commercial suites, retail units and commercial car park facilities. The Management would like to thank you for choosing ***Sutera Bay@Sadong Jaya, Kota Kinabalu.***

This Community Rules has been prepared to assist you in the moving-in process and setting up of your retail business and commercial suites at Sutera Bay@Sadong Jaya, Kota Kinabalu. This Community Rules is important to promote a harmonious and comfortable occupancy of the retail units and commercial suites, to create an attractive and conducive business environment and to protect all occupants from annoyance and nuisance caused by improper use of the premises. This Community Rules also aims to preserve the reputation, image and prestige of Sutera Bay@Sadong Jaya thereby providing peaceful and pleasant enjoyment of the premises and enhancing the value of the individual parcels within the development.

The Community Rules is formulated to serve as guidelines which govern the occupation and usage of the retail units, commercial suites and car parks at Sutera Bay@Sadong Jaya. The full authority and responsibility for the enforcement of the Community Rules lies with the Management (as defined below). All Owner, tenants, lessees, occupants, visitors and guests shall be bound by these rules. Accordingly, the cooperation of all Owner, tenants, occupants, visitors and their guests, etc. in complying with the rules and regulations is paramount. The rules may be amended and new rules may be added by the Management from time to time where and when deemed expedient.

Please be informed that it is the responsibility of each purchaser, Owner and tenant as well as their visitors, guests, patrons or contractors to comply with the Community Rules. In the event of an accident suffered or an injury sustained by any person, or damage caused to the Parcels or Common Property by the purchasers, Owner and tenants or their visitors, guests, patrons, or contractors due to non-compliance of the Community Rules, the Management will not be liable and held responsible for costs incurred, injury or damage in relation to the accident. The respective party shall be liable and held responsible for such injury, damage or accidents.

Should you need assistance or if you have any inquiry, please do not hesitate to approach the Management.

We hope to be able to serve you to achieve the common goal of a comfortable working and business environment within this commercial hub at Sutera Bay@Sadong Jaya.

MANAGEMENT OFFICE

The Management Office is located at Main Lobby, Ground Floor, Sutera Bay@Sadong Jaya, Kota Kinabalu. The office hours of the Management Office are:

Operating Days	Opening Hours
Mondays to Fridays.	9:00 am – 6:00 pm
Saturday	9:00 am – 2:00pm
Sundays and Public Holidays.	Closed
Lobby Reception	24 hours everyday

MANAGEMENT’S OBLIGATIONS – MANAGEMENT AND MAINTENANCE

PRIOR TO THE FORMATION OF MANAGEMENT CORPORATION:

- (a) Until the formation of the Management Corporation under the Land (Subsidiary Title) Enactment 1972 and/or the relevant legislation for the time being in force, the Owner shall be bound by the provisions of the Sale & Purchase Agreement, the Deed of Mutual Covenants and the Community Rules for the purpose of regulating the day-to-day use and enjoyment of the parcels and the Common Property and all the facilities and the buildings in common with other Owner.
- (b) The Developer or its appointed Managing Agent (as defined below) (hereinafter known as “the Management”) shall manage, administer, control and maintain the Common Property and keep in a state of good serviceable repair.

- (c) Effectively as in (a) above, the Management shall enter into appropriate maintenance or service contracts for the period until the expiry of the initial period as stipulated in the Land (Subsidiary Title) Enactment 1972 (hereinafter known as the “Commercial Centre”).
- (d) The Owner shall duly and punctually pay to the Management without demand the Management Contribution, sinking fund and other contributions in the amount and manner described in Clauses 2.5, Clause 12, and Section 5 of the First Schedule of the Sale & Purchase Agreement and Clause 8 of the Deed of Mutual Covenant.
- (e) The Management shall manage the management fund or Management Contribution collected to meet the operational and administrative expenses and other expenses as may be incurred in maintaining the Common Property and common facilities in a state of good and serviceable repair.

INDIVIDUAL PARCEL OWNER/PURCHASERS

- (a) The individual parcel Owner (hereinafter known as “the Owner”) will be responsible for the proper care and upkeep of their own individual Parcel/lot.
- (b) However, the Owner shall abide by the terms and conditions laid down in the Sale and Purchase Agreement, the Deeds of Mutual Covenants, Community Rules and other rules and regulations issued or made by the Management and/or relevant authorities.

LIMITATIONS OF DUTIES OF THE MANAGEMENT

- (a) The Developer and the Management and/or its staff as appointed by the Developer shall not be obliged to perform any private business or errands for any Owner or tenants. They shall assist in the smooth running of planned community functions/activities and other functions as regulated in the Community Rules. Owner/tenants shall not request for any personal service to be rendered to them or offer any form of gratitude to any member of the staff of the Management.
- (b) The Management and maintenance staff of the Commercial Centre are not authorised or allowed to accept delivery of packages, parcels, etc. or perform any kind of private work for any Owner/occupants.
- (c) No tips, gifts or gratuities are to be offered to the employees of the Management for rendering services or courtesies in the regular performance of their duties.

DISCLAIMER OF ACCURACY

The Management shall not be responsible for the accuracy of the description or representation of the facilities and services as described in this Community Rules. Whilst every attempt shall be made to ensure that all facilities and services planned for shall follow as closely as possible, the Management reserves the rights to make amendments and changes subject to planning and implementation constraints.

NEW RULES

From time to time, where necessary, the Management has the absolute right and discretion to change, amend, add, delete, substitute, vary, revise and/or implement and enforce new rules and regulations into the Community Rules for the benefits of the Owner/tenants by serving a fourteen (14) days' notice to all the Owner and purchasers. Thereafter, the new Community Rules shall be enforceable by the Management.

COMMUNITY RULES

PREAMBLE

It is the Management's desire to create understanding and awareness amongst all Owner, tenants and occupants to achieve the common goal of a properly regulated community of retail units and commercial suites at Sutera Bay@Sadong Jaya, Kota Kinabalu. It is inevitable that occupying in an exceptional and exclusive communal commercial development is subject to many rules necessary to maximize the benefits and enjoyment for all the occupants, their visitors or guests.

The cooperation and assistance of all Owner, tenants, their visitors, contractors and guests in strictly adhering to and complying with all the rules and regulations are highly appreciated.

- (a) The Community Rules of Sutera Bay@Sadong Jaya is formulated to serve as guidelines, which govern the occupation and usage of the Commercial Centre. The Community Rules is important to provide a pleasant and comfortable occupancy of the Commercial Centre and to create an attractive and conducive business environment for all Owner and tenants.
- (b) The Community Rules are in addition to the terms and covenants as contained in the Deed of Mutual Covenants of the Sales and Purchase Agreement and are specially prepared for the purpose of assisting you in the moving-in process and setting up of your business.

- (c) It is also the objective of this Community Rules to promote harmonious occupancy to protect all Owner, tenants and occupants from annoyance, nuisance and disturbances caused by improper use of the parcels as well as the Common Property.
- (d) The Community Rules also serve to preserve the image, reputation and prestige of Sutera Bay@Sadong Jaya thereby providing maximum enjoyment of the premises and the facilities.
- (e) All Owner, tenants and their visitors, contractors and guests in the Commercial Centre are bound by these rules and regulations.
- (f) The Management may amend or revise this Community Rules from time to time as and when necessary. Suggestions and feedbacks are welcomed from all Owner but they must put this in writing addressed to the Management and the Management reserves the rights to decide on the implementation or otherwise for any of the suggestions.
- (g) The full authority and responsibility for the enforcement of the Community Rules lies with the Management.

i. DEFINITION/INTERPRETATION

In this Community Rules, unless the context otherwise requires, each of the following words or expressions shall bear the meaning as stated:

- 1.1 “Appropriate Authority”** means any relevant Federal Government or State Government of Sabah or their semi or quasi-governmental department or statutory body or agency.
- 1.2 “Car Parks”** means all the car-parking bays/areas within Sutera Bay@Sadong Jaya including the ramps from the ground floor which are separately parceled out and not being part of the Common Property.
- 1.3 “Commercial Centre”** means all the buildings and different components within Sutera Bay@Sadong Jaya consisting of the retail units, commercial suites and car parks and all the Common Property and facilities.
- 1.4 “Common Property”** means so much of the Project Land and the Buildings which are not comprised in the Retail Units or Commercial Suites, any Parcel, the Reserved/Retained Property but including (i) any infrastructure (in so far as not surrendered to or taken over by the Appropriate Authorities), all facilities, amenities and installations and any part of the Project Land which are or may hereafter from time to time be used or enjoyed by, or capable of being used or enjoyed by, all or some of the occupiers of the Buildings or otherwise serving generally all or

any part of the Project Land (such as but not limited to the structural elements of the Buildings, stairs, external stairways, fire escapes, entrances and exits, corridors, lobbies, fixtures and fittings, common lifts, refuse chutes, refuse bins, compounds, drains, water tanks, sewers, pipes, wires, cables and ducts that serve more than one parcel, the exterior of all common parts of the Buildings, driveways, landscape areas, walls and fences, the common roofs, common prayer rooms, common toilets), (in so far as not surrendered to or taken over by the Appropriate Authorities), and (ii) the portions and areas specified or mentioned in or contemplated by, or designated by the Vendor as forming part of Common Property from time to time including but not limited to swimming pool.

- 1.5 “Developer”** means **VTS Property Collection Sdn Bhd, Company No. 201401024060 (1100148-V)**, a company incorporated in Malaysia with its office at Block A, Lot A-7-06, sutera Avenue, Lorong Lebu Sutera, Off Coastal Highway, 88100 Kota Kinabalu, Sabah, Malaysia, and shall include its duly appointed agents, successors-in-title and assigns and further includes the Management Corporation upon issuance of the subsidiary titles.
- 1.6 “Management”** shall refer to the Developer or the Developer’s managing agent, or the Management Corporation upon its establishment under the Land (Subsidiary Title) Enactment 1972, or its agent engaged in the management of Sutera Bay@Sadong Jaya.

- 1.7 “Managing Agent”** means the agent or other person duly authorized by the Developer to manage Sutera Bay@Sadong Jaya.
- 1.8 “Management Corporation”** means the management corporation as defined under the Land (Subsidiary Title) Enactment 1972 and any amendments thereto OR the interim management body (whether individual or corporate) of the buildings appointed by the Vendor pending formation of the management corporation under the Land (Subsidiary Title) Enactment 1972.
- 1.9 “Management Contribution”** means the amount of money determined from time to time by the Developer or by the Management Corporation, as the case may be, and levied in the manner provided under the Land (Subsidiary Title) Enactment 1972 and includes all outgoings now or hereafter properly and reasonably assessed, charged or chargeable, paid or payable or otherwise incurred by the Developer or the Management Corporation, as the case may be, in relation to the conduct, management and maintenance of the Commercial Centre and to the use and occupation of the same and in particular but without limiting the generality of the foregoing shall include the following. For the avoidance of doubt, the definition of Management Contribution shall include the term “service fee”, “service charges” used and defined in the Sale and Purchase Agreement: -

- (i) All charges for water, electricity, sewerage, garbage and other services or requirements furnished or supplied to the Common Property for the general benefit or purpose of the Common Property.
- (ii) All costs of repairs and maintenance of and to the Common Property and facilities.
- (iii) All costs (inclusive of salaries and wages of auditors) of management, control, administration and security of the Commercial Centre.
- (iv) All costs arising from the promotional or publicity activities to be conducted or carried out in the Commercial Centre from time to time or through any advertising media and which in the opinion of the Developer or the Management Corporation, as the case may be, would serve to generate the necessary publicity and/or otherwise enhance the image of the Commercial Centre and/or business opportunities of the Owner/purchasers or tenants.

1.10 “Parcel” means a privately and exclusively owned unit within Sutera Bay@Sadong Jaya in respect of which a subsidiary title is to be issued under the Land (Subsidiary Titles) Enactment, 1972.

1.11 “Occupant(s)” includes parcel Owner, tenants, lawful servants, agents, permittees and licensees.

- 1.12 “Owner(s)”** means the registered or equitable legal Owner(s) of a parcel in Sutera Bay@Sadong Jaya.
- 1.13 “Rules”** means the rules and regulations, directives and such other Community Rules which the Developer may from time to time create or issue, governing, restricting, regulating or relating to the use, occupancy operation, appearance, maintenance and control of the said Sutera Bay@Sadong Jaya and in particular the said Common Property and all such other matters as may be determined from time to time by the Management in its absolute discretion and which is available for inspection at the office of the Management upon request.
- 1.14 “Tenant(s)”** means person(s) or company(ies) who is/are for the time being leasing one of the parcels at Sutera Bay@Sadong Jaya and is/are also occupying therein.
- 1.15 “Purchaser(s)”** means the party whose name, particulars and address are stated in Sale & Purchase Agreement and includes, in the case of a natural person, his heir, successor-in-title, legal representatives and permitted assigns and in the case of the corporation or company, its successors-in-title and permitted assigns.

2. MANAGEMENT AND MAINTENANCE

2.1 Common Property

The Common Property comprises all the land and buildings excluded from the individually-owned parcels within Sutera Bay@Sadong Jaya. These consist of the land (excluding all the car parks) and buildings that are not comprised in any parcel, such as the corridors, staircases, drains, sewers, pipes, wires, cables and ducts and equipment and any other communal facilities and open spaces capable of being used or enjoyed in common by all purchasers.

The management and maintenance of the Common Property will be administered by the Developer or the Managing Agent at the initial stage and to be succeeded by the Management Corporation which will be established under the Land (Subsidiary Title) Enactment 1972, or its agent to ensure that this duty is professionally carried out.

All maintenance, repairs, replacement and services shall be provided in or to the Common Property of the Commercial Centre by the Management and the cost and expenses thereof shall be borne by all the Owner/purchasers of the Commercial Centre. Notwithstanding the duty of the Management to maintain and manage the Common Property, the Management shall not be liable to the Owner/purchasers for any consequential injury or damage or loss of profit.

2.2 Parcels

Upon expiry of the Developer's defect liability period stipulated in the Sale and Purchase Agreement, the individual parcel Owner will be responsible for the proper care and upkeep of their own Parcel. However, parcel Owner shall observe and abide with the terms and conditions laid down in the Sales and Purchase Agreement, Deed of Mutual Covenants, Community Rules and other relevant rules and regulations.

The individual parcel shall undertake all maintenance, repairs and replacements in or to the parcels (other than maintenance of and repairs to any Common Property), whether structural (save for any renovation, hacking, drilling and grinding works of the building structure are strictly prohibited) or non-major, including but without limitation to, maintenance, repairs or replacements of screens, windows, the exterior side of the main entrance door, and all plumbing, sewerage and air-conditioning fixtures and equipment, if any, within the parcel or belonging to the Owner, and serving only the parcel, shall be performed by the Owner of the parcel at the sole cost and expense of the Owner.

The degree of good and substantial maintenance and repair of the parcel shall be determined by the Management and the Owner shall permit the Management, its servant or agents, with or without workmen or others, at any time at convenient hours, to enter the parcel and examine the state and condition thereof and the Owner shall, at his sole cost and expense, forthwith

repair and make good such defects on the parcel and all units adjoining, adjacent, below and above that may be or may have been affected by the failure of the Owner to keep the Parcel in good and substantial repair and condition, of which notice in writing shall have been given by the Management to the Owner.

In the event that the Owner shall fail to repair any substantial damage to the Parcel stated above, which repair is necessary to preserve and protect any of the Common Property or any other parcel or parcels of the Commercial Centre, then the Management shall have the right to repair or make good such damage after given forty-eight (48) hours written or oral notice to the Owner to do the repair and to charge the Owner for the cost of all such repairs and/or maintenance. In the event that the Management charges the Owner for repairs to the parcel or for repairs to any Common Property and the Owner fails to make prompt payment, the Management is entitled to take all such steps at law to recover the same and in that case the Owner shall be liable for the payment of all such expenses as well as legal fees (on a solicitor and client basis), costs and interest at the rate of ten per centum (10%) per annum on the outstanding due to the Management.

2.3 Joint Maintenance and Repair

The Owner shall repair and maintain at the joint expense of the Owner and the other Owners or occupiers of the adjacent, below and above units adjoining the party structures, which shall include

the entrances, walls, floors and ceilings separating one unit/parcel from the others.

3. MANAGEMENT CONTRIBUTION

The purpose of the Management Contribution is to pay for the day-to-day expenses on the administration, repair, maintenance and management of the Common Property of Sutera Bay@Sadong Jaya.

The Owner/purchaser shall be liable for and shall be required to pay the Management Contribution, sinking fund and other outgoings or contributions, commencing from the date of the issuance of Occupation Certificate. Each parcel Owner shall promptly pay the monthly Management Contribution, sinking fund and other outgoings or contributions as stipulated in the Deed of Mutual Covenants in the Sales and Purchase Agreement.

All cheques issued or online remittance for the payment of Management Contribution, sinking fund, deposits and other payments should be made payable to the following bank account:

Account Name: VTS PROPERTY COLLECTION SDN BHD
Account No. : 560148796035
Bank Name : Maybank Berhad

4. USE AND TENANCY

4.1 Use and Occupancy

- a) The retail units shall be used **exclusively** for retail or office purposes as designated by the Management.
- b) The commercial suites shall be used **exclusively** for serviced residential purposes.
- c) The Management has the rights to determine the type of business or sales to be conducted on the parcel.

4.2 Details of Tenant and Business

The Owner shall notify the Management of any proposed agreement with the tenant specifying therein the particulars of the tenant. The tenant shall observe all the Owner's covenants and all other rules and regulations herein contained.

Details of Business Operators

The Owner, tenants or occupants shall furnish the Management with such particulars as the Management requires of all persons occupying the Parcel. The Owner or tenants shall further inform the Management of any changes of persons occupying the unit and furnish the Management with particulars of any new occupant(s).

4.3 Signage

Any signage to be installed in the Common Property of the Commercial Centre shall conform to the specifications of the Management, which is

available upon request at the Management's office. The design should be innovative to represent current design trends. Shopfront signage for the retail units shall be installed above the front glass panels and between the two side beams and/or shall not protrude beyond the vertical line of the centre of the party wall. The design and measurements of the signage must be approved in writing by the Management.

Advertising Signage Space

Advertising signage space at the designated area of the Commercial Centre is available for renting subject to the approval from the Management. Advertisers shall obtain advertising permit from the local authority at their own cost. The Management shall impose a charge on renting out any advertising space at the Common Property.

4.4 Prohibited Use of Parcel

Unless prior written consent of the Management having been first obtained, the Owner or tenants **shall not** carry out or permit to be carried out upon the parcel or any part thereof any of the following businesses or trades or any such other businesses or trades which the Management may hereafter from time to time prohibit:

- i) Any business that emits or may emit and/or disseminate or accumulate any unpleasant odor or which accumulate dirt or cause nuisance or pollution or which may be detrimental or have an adverse effect on or to the general public and/or the general image of the Commercial Centre or in any

way interfere with the quiet enjoyment of the other Owner, tenants or occupants of the Commercial Centre.

- ii) Any business that deals with substances and chemical of an explosive and dangerous nature and their by-products or any materials or substances the keeping of which may contravene any ordinance, statute, regulation or by-law or in respect of which an increased rate of insurance is usually required.
- iii) A place for storing explosives of any nature, including but not limited to fireworks stored or used inside the premises. Petroleum products which may be kept or stored in the building/compound shall be limited to the usual quantity incidental to the occupancy of the business premises.
- iv) A place for residential purpose or dwelling in the retail units, whether temporary or permanent.
- v) Any business that sells, exhibits or makes anything for funeral rites or funeral ceremonies or carries out such activities or ceremonies for worshipping the dead or burning of joss-sticks; or as morgue or a place for making, storing or selling coffins, joss-sticks, candles and paraphernalia or for any other purpose which may be injurious to the trading or would affect the business reputation of the Commercial Centre.

- vi) A place for automotive workshop or keeping heavy machinery or other plant or equipment or goods of the like nature or appearance.
- vii) A place for the purpose of a warehouse or for storing of goods or merchandise only or as a laboratory or workshop without the prior written consent from the Management.
- viii) A place for any noxious, noisome or offensive trade or business operation.
- ix) A place for any illegal, unlawful or immoral business or purpose.
- x) Any business which may infringe any of the laws, by-laws, Rules and Regulations in force or which may be or become a nuisance or annoyance or inconvenience to the other Owner/purchasers or lawful occupiers of the Commercial Centre or which interferes with the peaceful enjoyment of the units in the Commercial Centre by other Owner/purchasers or lawful residents or occupants.

4.5 Common Fixture and Fittings

The Owner/tenants agree and undertake that all furniture and fittings, equipment, plants and other landscaping features, other property located, placed and/or installed by the Management at the Common Property have been provided for the safety, comfort and convenience of all the Owner/tenants and shall not be damaged,

removed or altered without the prior written permission of the Management.

4.6 Liability for Damage of Common Property

- i) Owner/tenants shall be liable for all cost and expenses incurred by or on behalf of the Management to repair, replace or restore any damage or destruction of the Common Property or any part thereof where such damage or destruction is caused by or contributed to by the Owner/tenant or his visitor, contractor or guest.
- ii) The Management is not liable for any injuries, theft, losses/damages and claims of whatsoever nature within the parcels or at the Common Property.

5. RESTRICTIVE COVENANTS

5.1 Nuisance

Not to do or omit or suffer to be done or omitted any act, matter or thing whatsoever in upon or about the parcel or any part thereof which is or becomes an annoyance, nuisance, grievance, damage or disturbance to other lessees, tenants, Owner or occupants of the other parcels of the Commercial Centre. The Management has the right to call for assistance from appropriate / related authority to resolve the nuisance caused by Owners / Purchasers / Occupants / Tenants

5.2 Pets and Animals

No pets and/or animals shall be kept and/or brought into the Commercial Centre unless the

premise is approved/designated by the Management as a pet shop.

5.3 Name

Not to use the name or logo of the Commercial Centre or any picture or likeness of the Commercial Centre as part of the Owner's trading name or trade mark or logo, except with the written consent of the Management.

5.4 Solicit Business

Not to solicit business in the parking areas or Common Property nor distribute pamphlets or other advertising matter generally except in such manner and under such conditions as may be approved from time to time by the Management.

5.5 Use of Common Property

Not to use or permit to be used the Common Property or any part thereof for any business or commercial purposes or for advertising of any goods or services or display of merchandise except with the prior written consent of the Management and in accordance with any conditions imposed by the Management. In giving consent, the Management shall be entitled to impose charges for such use.

5.6 Rubbish and Waste

(a) Not to cause any accumulation of dirt, rubbish, debris or garbage or store or bring upon the Parcel, the Commercial Centre and the Common Property or permit any waste, rubbish, material or article or any object of any kind whatsoever to be thrown out of the

windows or over the balconies or about the passage ways or about any part of the Common Property save and except the designated refuse chambers. Rubbish and refuse must be secured in non-porous polythene bags and carried to the designated refuse chambers. No Owner shall leave their rubbish or refuse at the Common Property. The Management may dispose any object, refuse, rubbish or litters left at the Common Property and such disposal shall be made at the Owner's cost at the minimum sum of RM200.00 for each disposal.

- (b) The Owner shall ensure that their contractors do not throw renovation debris or building materials into the refuse bins/bin centre or leave them at the Common Property. The Owner shall be responsible for the cost of removing their renovation debris should their contractor neglect to remove them. The Management reserves the right to charge the Owner for the cost of removal of the renovation debris or building materials.

5.7 Sewerage and Drainage Pipes

Not to allow to be done which might result in clogging of the sewerage and drainage pipes serving the Commercial Centre.

5.8 Drying and Hanging of Clothes

Not to hang clothes or other apparel, articles or anything whatsoever, which shall include but shall not be limited to screens or furniture, on any exterior part of the parcel which includes the

window sills and the balcony, the exterior and interior of the Commercial Centre or the Parcel which is in public view.

5.9 Exterior Openings

- i) Not to allow any projections to extend through or protrude from any door or window opening and no shade, awning or grille shall be permitted except where with prior written approval of the Management so as to maintain the image and project a uniform appearance of the Commercial Centre.
- ii) Not to block, darken, tint or obstruct any of the windows, doors, glass walls or lights of the Parcel.

5.10 Exterior Walls

The external walls of the parcel shall not be painted in any other colour other than that approved by the Management.

5.11 Obnoxious or Offensive Smell

Not to use or bring any substance or material onto the parcel, the Commercial Centre and the Common Property or any part thereof which may give rise to obnoxious or offensive smell.

5.12 Chemicals

Not to store (other than in accordance with the specific use of the parcel approved by the Appropriate Authority) chemicals, inflammable liquids, acetylene gas, or explosive oil or compounds or substance in the parcel and not to

use any such substances or fluids in the parcel for any purpose.

5.13 External Fittings

Not to affix or attach to the exterior part of the parcel or any part of the Commercial Centre, any sign-board, radio or television aerials satellite dishes or other similar receiving or transmission equipment or any air-conditioner units or any other apparatus without prior written approval of the Management.

5.14 Excessive Noise

Not to create any noise likely to annoy or interfere with the peaceful and lawful enjoyment of the other Owner/purchasers or lawful occupiers or of any person lawfully using the Commercial Centre and/or the Common Property or play or use any musical instrument loudspeaker tape recorder, gramophone, radio or other equipment or apparatus that produces excessive and loud noises to the level of annoying other users in the Parcel so as to be heard in nearby premises or outside the parcel.

5.15 Electrical Socket and Power Points

Not to install any electrical sockets or electrical power points without the prior written consent of the Management and only in such part or parts of the parcel as designated by the Management such consent not to be unreasonably withheld if the Owner shall, at his own cost and expense, obtain such approval as may be necessary from the Appropriate Authorities and a certificate from a qualified electrical engineer acceptable to the

Management that any installation of such electrical socket or plug or electrical power or electrical motor or engine shall not overload or cause damage to the power supply or to any existing electrical installation in the Commercial Centre.

5.16 Flashing Lights

Not to display any flashing lights in the parcel that can be seen from the outside of the Parcel nor to display any other lighting arrangement that can be seen from outside the parcel unless with the prior approval of the Management which approval shall be granted at the Management's discretion.

5.17 Floor, Ceiling and Walls

- i) Nothing shall be allowed, done or kept in the Parcels or Common Property which may overload (Management to determine the floor loading) or impair the floors, walls or roofs thereof or cause an increase in the rates of insurance premium or the cancellation, invalidation or non-renewal of existing insurance policies. In the interpretation and application of this, the decision of the Management's professional advisor shall be final and binding upon the Owner/tenants.
- ii) Not to injure, damage or weaken the floors and ceiling of the parcel and the internal and external walls thereof whereby the neighboring units may be exposed to danger of damage or collapse and any subsequent occupation of such units may become hazardous.

- iii) Not to make any structural or material alterations to the parcel.
- iv) Not to injure, damage or weaken any structural beams, pillars, floors, landings or staircases serving the parcel or any part of the Commercial Centre.
- v) Not to hack up or install any floor tiles in the parcel or install tiles or other floor covering on the balcony without the prior written consent of the Management.

5.18 Common Property

Not to alter or cause to be altered the Common Property of the Commercial Centre or any part thereof or any part of the exterior facade of the Commercial Centre.

5.19 Water and Electricity Supply at Common Property

Not to tap, install pump or filter, or to utilize water and/or electricity supply from the Common Property without prior written approval of the Management. All approval on the utilization of water and/or electricity supply from the Common Property shall be subject to charges as determined by the Management. A police report will be lodged accordingly against offender(s) with the sum of **RM 1,000.00 (Ringgit Malaysia One Thousand only)** being penalty fee of water and/or electricity theft and **to debit the said fee under the account of the Owner** and/or take necessary action against offender and all legal costs incurred resulting from the Management

having to commence action against offender for the said sum shall be borne by offender and/or Owner.

5.20 Fire Preventive System

Not to tamper or alter with any of the fire preventive system and sprinklers system installed in the Parcel.

5.21 Signage

- i) Advertisements of any form are not permitted to be displayed anywhere at the Common Property without prior written approval of the Management.
- ii) The Owner/tenant shall not affix paint or otherwise exhibit on the exterior facade of the Commercial Centre thereof including the external walls or windows of the parcel any nameplate, signboard, signage or advertisement save those approved by the Management. In giving consent, the Management shall be entitled to impose charges for such use.
- iii) The Owner/tenant shall not erect, display, affix or exhibit on or to the exterior of the retail units any signs, lights, embellishment, advertisements, names, notice or banners except with the prior written consent of the Management.
- iv) The Owner/tenant shall not run any marketing activities or hold any functions or events at

the Common Property without prior written approval of the Management.

- v) The Owner/tenant and their visitors, contractors or guests are also prohibited from soliciting for business from door to door or at the Common Property within the Commercial Centre.
- vi) Except with the prior written consent of the Management, the Owner/tenant shall not use or permit to be used any radio, gramophone, television or other like media or equipment likely to be heard or seen from other side of the premises. Any consent so given as aforesaid may at any time be withdrawn where the Management so determines having regard to the interest of the Commercial Centre as a whole and/or the rights or interest of the other Owner/tenants, occupiers or persons lawfully therein.

5.22 Administration Charges

In the event the Owner/purchaser fails to comply with any of the restrictive covenants referred to under this Section, the Management shall be entitled to but is not obliged to take such remedial steps as it shall think fit to rectify the defect or damage, and the cost of which shall be borne by the Owner/purchaser concerned. In addition to such costs to be borne by the Owner/purchaser, the Management shall further be entitled to charge the Owner/purchaser an administration fee equivalent to twenty per centum (20%) of the

amount of costs or charges incurred in the rectification of such defect or damage.

5.23 Hailing and Parcel Delivery Services

- (a) Any hailing and/or delivery services (**e.g:** parcel, food & beverages and etc.) to the individual commercial suites is strictly prohibited. Such item(s) must be dropped off at an area designated by the Management for self-pick up.
- (b) The Developer/Management shall not be responsible for any indirect loss, consequential damages or other indirect costs incurred by delayed, damage, tempered, theft to the said item(s).
- (c) Any parcel or shipment shall be collected from the designated area within two weeks from the delivery date, failing which the Management is at its discretion to discard or return the parcel to its sender at the cost of the Owner.
- (d) Delivery of dangerous, prohibited or important items are strictly prohibited, which includes but not limited to bodies or parts of bodies, bodies of animals or animals, drugs, weapons, ammunition, combustible items, explosives, radioactive materials, corrosives, high-value artworks, money, metals, high value jewelleryes;

- (e) The Management has no obligation to check the condition of the parcel/shipment before receipt;
- (f) The Management has no obligation to inform the Owner upon receipt of a parcel;
- (g) The Management reserves the right to refuse the receipt of any parcel or shipment at its absolute discretion; and
- (h) The Management has the right to contact the relevant authorities including the police or other emergency services if in receipt of suspicious packages.

6 AFFIRMATIVE COVENANTS

The Owner/purchasers hereby agree, covenant, undertake and declare that the Owner/purchasers and all lawful occupiers of the parcel shall:

- 6.1** Comply with, conform to and observe all Rules and Regulations made by the Management relating to the use and enjoyment of the parcel, the Commercial Centre and the Common Property.
- 6.2** Remedy, at his, her or their sole expense, any and all violation by him, her or them of rules, regulations, laws, orders or requirements of any governmental agencies having jurisdiction thereof, relating to any part of the parcel, the Commercial Centre and the Common Property.

- 6.3** At all times hereafter, permit the Management and/or its agents with or without workmen and others to enter upon the parcel or any part thereof to inspect the parcel, or to lay and fix in and lead through the parcel all such wires, cables and ducts for electricity and pipes for water, gas and sewage as the Management may from time to time require to be laid and fixed in and led through the parcel and for the general purpose of repairing, removing and/or replacing all or any such wires, cables, ducts and pipes.
- 6.4** Keep clean and hygienic the parcel and take all practicable measures to prevent any infestation by any pests or vermin.
- 6.5** Notify the Management of the Owner's/purchaser's intention to let the parcel and shall promptly furnish the Management with details of the tenants or lessees concerned and such other information as the Management may require from time to time and the Owner/purchaser covenants and undertakes that the provisions herein shall be incorporated into the Tenancy Agreement. Failure by the Owner/purchaser to comply with the provisions herein shall entitle the Management to refuse/deny entry or access to the Commercial Centre to the tenants or lessees concerned for security reason.
- 6.6** Upon request by the Management furnish the particulars of all and every occupant of the parcel to the Management for security purpose and shall notify the Management forthwith of any intended

- change in the occupancy or proprietorship of the parcel or of any other dealing with the parcel of which the Owner/purchaser is aware of as well as any change of address for the purpose of service of notices. Failure by the Owner/purchaser to comply with the provisions herein shall entitle the Management to refuse/deny entry or access to the Commercial Centre to the tenants or lessees concerned for security reason.
- 6.7** Inform the Management via complete form submission of at least three (3) working days in advance of any shifting involving a professional mover or large items of furniture and shall ensure that the directions stipulated by the Management are complied with and that Common Property of the Commercial Centre are not in any manner damaged in the course of such shifting. The Owner/purchaser shall further ensure that any inconvenience so caused to other lawful occupiers shall be kept to the minimum possible.
- 6.8** Be responsible for ensuring that the Owner's tenant, lessee, invitee or licensee will comply with and abide by the Rules imposed by the Management from time to time on the use and enjoyment of the Commercial Centre and shall be personally and vicariously liable for any damage caused by the tenant, lessee, invites or licensee.
- 6.9** Give the Management prompt notice of any damage to or defect in the water pipes, sewers, electrical installations or fixtures which comes to the Owner's knowledge and if the said pipes, sewers, installation or fixtures belong to the

- Owner/purchaser, the Owner shall make the necessary repairs immediately.
- 6.10** Keep all exhaust system and ducts, if any, serving the parcel clean at all times and properly maintained.
- 6.11** Clean, maintain and replace, when necessary, all windows within and along the exterior of the parcel at the Owner's own cost and expense. Any replacement of glass windows shall be of the same colour and type as originally specified and provided by the Developer.
- 6.12** Install a grease trap, cooking exhaust hood and ducting in the Parcel which meets the requirements of the Management or any competent authority if the parcel is being used as a restaurant, café, coffee-shop or for any purpose involving the preparation and sale of food, and keep such grease trap, cooking exhaust hood and ducting clean at all times and regularly maintained.
- 6.13** Install hair traps on all the drainage outlets in the parcel, and keep such hair traps clean at all times and regularly maintained.
- 6.14** Ensure that there is no leakage or overflow of water from the Parcel and in the event of such leakage or overflow of water, shall fully indemnify the Management against all claims, damage and loss arising and/or incurred therefrom.

Leakages

In determining the cause and the party responsible to rectify any defects, the following matters shall be taken into consideration -

- (a) the presumption that the defect is caused by, due to or as a result of the upper floor parcel above the affected parcel or common property;
- (b) any defect in any water meter, water pipe, drainage and sewerage pipes, gas meter, duct and pipe that serves more than one parcel is a defect of the common property;
- (c) any defect in any water meter, water pipe, drainage and sewerage pipes, gas meter, duct and pipe that serves only one parcel is a defect of that parcel, even though the pipes, ducts or meters may be situated in common property or through another parcel;
- (d) any defect of any parcel or common property during the defect liability period stipulated in the Sale and Purchase Agreement of the parcel which is due to the defective workmanship or materials or that construction was not carried out in accordance to the latest plans approved by the appropriate authorities, shall be the responsibility of the Developer.

- 6.15** Give written notice via submission of complete application form of at least three (3) working days in advance to the Management of their or their tenant's intention to move into or out of the parcel and shall abide by any directions given by the Management in respect of such moving in or moving out. The Management has the sole discretion and rights to restrict the moving in or moving out of the parcel in the event of failure to comply and abide strictly with the provisions herein. Notwithstanding such written notice is given to the Management, the Management shall not be liable to the Owner or their tenants for any loss or damages whatsoever in respect of such moving in or moving out of the Parcel.
- 6.16** Give full particulars in writing to the Management within seven (7) days from the receipt by the Owner of any notice or order issued or given pertaining to the Parcel by the Appropriate Authorities and to take all reasonable steps to comply with such notice or order and if required by the Management and at the cost of the Owner make or join with the Management in making any objections or representations against such notice or order.
- 6.17** Insure own vehicles, and personal effects in or about the Parcel against loss due to theft or burglary or due to any other perils. The Management shall not be liable in any way for any loss suffered by the Owner or the tenant on account of such theft or robbery notwithstanding the provision of security services for the Common Property.

6.18 Agree that unless otherwise stipulated by the Appropriate Authorities, the Management shall be entitled to make rules and/or regulations from time to time to regulate the use of the parcel.

6.19 Give the Management or its employees and agents to have full and free access into and through any part of the Parcel so as to allow entry and access for repair, maintenance or other construction work to be undertaken to the Common Property of the Commercial Centre, but reasonable efforts will be undertaken to minimise inconvenience to the Owner or tenant.

6.20 Utility Disconnection

If any portion of the Management Contribution, Sinking Fund and other contributions/outgoings remain unpaid by the Purchaser after fourteen (14) days from the date the Management Contribution, Sinking Fund and other contributions/outgoings become due, the Management shall be entitled, at its absolute discretion, in addition to such generality hereof, to: -

- a) Stop and/or suspend the services for which the Management Contribution, Sinking Fund and other contributions/outgoings is payable until all outstanding sum including any interest and/or administrative fees for lifting the suspension of the said services has been duly settled by the Purchaser;
- b) To disconnect water supply to the Parcel; and/or

- c) Suspend the access card(s)/refuse to re-issue any new access card(s) to allow the Purchaser entry into any part of the Development or its surrounding areas; and/or
- d) List and/or display the name of the defaulting Owner and the outstanding amount due to be paid on the common notice board within the Commercial Centre ; and/or
- e) Any other remedies provided under the law, rules, regulations, enactments and/or by laws of any legislation, Act of Parliament, statutory amendments and/or re-enactments of Malaysia

7. USE OF COMMON PROPERTY

- 7.1** Owner or tenants shall not store goods or other items in the Common Property. Nothing that obstructs without prior notice proper transit shall be placed, stored or maintained in any common walkway, pavement, entrance, corridor, road, stairway, garbage bin centre, or other part of the Common Property.
- 7.2** The Management shall have the right to remove any such obstruction in the interest of the occupants of the Commercial Centre and at the costs of the Owner/tenant.
- 7.3** No private functions, shows or events shall be held in any part of the Common Property without the prior written approval of the Management.

- 7.4** Owner or tenants shall not place, display or store any goods or merchandise on any part of the Common Property.
- 7.5** Renting of designated area for commercial use or for advertising purpose at the Common Property shall be made in writing to the Management, at least seven (7) days in advance.
- 7.6** The Management expressly reserves the right from time to time to erect or remove and re-erect kiosks and other structures in any part of the Common Property (save in any part thereof which would interfere with access to the parcel) and to grant or rent to any person the exclusive use of all or any part thereof for such purposes and for such periods and upon such terms and conditions as the Management may in its absolute discretion thinks fit.
- 7.7** Notwithstanding anything herein contained or implied to the contrary, the Management may permit any person or organization to hold any function or exhibition or display any merchandise or organize any parade in any part of parts of the Common Property at such times and upon such terms and conditions as the Management may in its absolute discretion thinks fit but not so as to impede or interfere with access to the parcel.
- 7.8** The Owner/tenants shall not place any plants or objects at any part of the Common Property or encroach, use or enclose any part of the Common Property for their own benefit or otherwise,

- unless prior written approval of the Management is obtained.
- 7.9** The Owner/tenant shall remove objects, plants, encroachment, enclosures, goods or other items once notice has been served by the Management. The Management reserves the rights to order the removal of the stated items, failing which the Management shall remove the same at the Owner's/tenant's cost.
- 7.10** The Owner/tenants shall not leave or store any goods, furniture, boxes, objects or vehicles (whether motorized or otherwise) in any part of the Common Property so as to cause obstruction or fire hazard to other Owner/tenants.
- 7.11** The walkways, pavements, entrances, passages, courts, corridors, service ways, vestibules, roads, stairways, fire escape doors or other parts of the Common Property or any appurtenances or conveniences thereto shall not be obstructed at any time.
- 7.12** Restriction on Usage of Common Property/Areas and Common Facilities. Once a Parcel is rented out, the entitlement to the use of the Common Property / Areas and the Common Facilities are automatically transferred to the Tenant and the Owner is no longer entitled to utilize them.

8. SWIMMING POOL

8.1 The swimming pool is for the exclusive use of the commercial suites and their guests only.

8.2 Operating Hours

Daily	: 9:00am to 9:00pm
Closed for Maintenance: Monday (Anytime whenever urgently required)	

8.3 The Management may from time to time close the pool for the routine or unexpected maintenance or to enable Owner of commercial suites to hold private functions by the pool side.

8.4 All swimmers must shower at the designated areas before entering the swimming pool for hygiene consideration.

8.5 Anyone suffering from skin problem, an infectious or contagious disease or having a bandage or having an open wound of any type will not be allowed into the swimming pool.

8.6 Eating, drinking, vaping and smoking in the swimming pools or at the immediate pool deck areas are strictly prohibited.

8.7 Non-swimmers are not allowed to wet their feet or hands in the pool.

8.8 Proper swimming attire must be used and swimmers not in proper swimming attire will not be allowed into the swimming pool. The

Management has the sole discretion to determine the proper swimming attires. Kindly consult the Management Office if you have any doubt on the proper swimming attire to use. Any persons found to be inappropriately attired, shall be requested to leave the pools immediately.

- 8.9** Airbeds, surfboards, snorkeling and scuba-diving gears (such as flippers/fins, diving suits, glass masks/goggles), bulky inflatable toys, balls, frisbees and similar objects shall not be used in the swimming pool.
- 8.10** Glassware, hairpins, curlers, safety pins and other sharp objects shall not be used while inside the swimming pool. Cotton wear and infant diapers are strictly prohibited in the pool
- 8.11** A lifeguard is not provided by the Management. All pool users must exercise due care when using the pool. Pool users shall be responsible for their own safety as well as the safety of their respective children/guests. The Developer/Management shall not be responsible for any death, injury caused to any person using the pool, theft of or damage to personal belongings.
- 8.12** All swimmers under the age of twelve (12) years must be accompanied by an adult at all times. No running around the pool is allowed.
- 8.13** All swimmers must leave the swimming pool during heavy rain or a thunderstorm.

- 8.14** All swimmers must follow strictly the rules and regulations for the use of the swimming pool. The Management may require the users of the pools to identify themselves. The Management reserves the right to evict any person who has no right to use the facilities or who ignore the rules and regulations whilst using the facility.
- 8.15** All swimmers shall use the swimming pool at their own risk.
- 8.16** No disturbing loud music is allowed at the pool area.
- 8.17** Notwithstanding any other sections in the/these Community Rules, residents / Guest are allowed to use the swimming pools but limited to **four (4)** persons per Parcel in any one time. A fee of RM 10.00 may be incurred per additional guest.
- 8.18** No Swimming Lessons. Swimming lessons are prohibited in the pool.
- 8.19** The Management reserve the right to charge lost or damage of swimming pools accessories / equipment / furniture based on case-by-case basis against offender (pool users / visitors / Owners / Purchasers / Occupants / Tenants eg.

9. LOADING AND UNLOADING

- 9.1** Goods and materials shall not be loaded or unloaded from any vehicles except where such vehicles are parked in the loading bay designated by the Management and in the process of loading

- and unloading the Owner/tenant or his/her contractor shall not cause congestion to those or any adjoining loading bays nor inconvenience to any other user of the loading bays.
- 9.2** No loading and unloading shall be carried out on the service roads or the pavements of the Commercial Centre without the prior approval of the Management.
- 9.3** Goods and materials are not allowed to be conveyed to or from the parcel and/or the Commercial Centre except through the entrances and service areas provided for such purpose.
- 9.4** Notwithstanding the above, the Management shall have the rights from time to time to designate or prescribe such times during which the Owner/tenant shall not load or unload and goods.
- 9.5** No loading and unloading for the commercial suites on Saturdays, Sundays and Public Holidays or such times as the Management may prescribe.
- 9.6** The Owner/tenant or his/her contractor shall not use or permit to be used the loading bays for storage of goods or for any other purposes other than for the prompt loading and unloading of goods.
- 9.7** A repair cost shall be levied for damage to any parts of the Common Property or any parts of the

lift as well as failure to comply as per stated in 9.1 to 9.6

10. LIFTS AND ESCALATORS

- 10.1** The Management shall not be under any liability to the occupants or their visitors, guests arising from any inability or failure on the part of the Management to operate/maintain any lifts/escalators at any time due to no fault on their part.
- 10.2** Bicycles and any motorized form or transport (other than wheel chairs) shall not be placed in or allowed into any lift.
- 10.3** Vaping and Smoking in the lifts is strictly prohibited.
- 10.4** No person shall tamper with any of the lift or escalator controls in any manner so as to prevent the proper functioning of the lifts or escalators.
- 10.5** Lifts should not be used in the event of power failure or fire or other emergencies but instead use the stairways and other emergency exits to vacate from the Commercial Centre.
- 10.6** The Owner or occupants must submit a complete application form to notify the Management of any shifting or delivery of heavy or bulky items using the designated goods lifts at least three (3) working days in advance so that proper arrangement can be made to avoid causing any inconvenience to other users.

- 10.7** The passenger lifts should not be used for the shifting or delivery of any goods or materials. Only the designated goods lifts should be used for shifting or delivery of goods.

11. AIR-CONDITIONING AND VENTILATION

- 11.1** Owner/occupants are allowed to install split air conditioning system/equipment only at the designated places determined by the Management and in accordance with the requirement or specification set out and approved by the Appropriate Authorities or certified by the architect or engineer of the Developer.
- 11.2** No changes to the specification or deviation of the designated areas for the air-conditioning unit shall be made without the prior written consent of the Management except such as may be required by the Appropriate Authorities or as certified by the architect or engineer of the Developer. The cost of such changes or deviations shall be borne by the Owner/tenant and no claim whatsoever shall be made against the Management.

12. EXTERNAL FAÇADE OF THE COMMERCIAL CENTRE

- i) For the purpose of maintaining the character of the Commercial Centre, the exterior façade shall represent a uniform appearance. As such, the Owner or tenants are not allowed to have any projection or extension through any door, window opening and exterior of their parcel.

- ii) No awnings, shades, screens, venetian blinds, roller blinds, satellite dishes, window grilles, door grilles shall be erected without the prior written approval from the Management. The Management reserves the rights to order the removal of unapproved material, design and/or location, failing which the Management shall remove the same at the Owner's/tenant's cost.
- iii) Air-conditioning units and exhaust fans should be fixed at positions indicated and designated by the Management and not otherwise. The Owner/tenant shall be allowed to install air-conditioning units (including split units) upon the Parcel provided always that prior written consent of the Management has been obtained, the consent of which may be subjected to such conditions as the Management may deem fit to impose.

13.CAR PAKRS

13.1 Car parking

- i) Car parking lots will be available for use on payment of such car parking fees or charges as may be prescribed by the car park operator from time to time.
- ii) Vehicles shall at all times be properly parked in the car parking lots and within the designated area. Any vehicle parked in areas other than the designated car parking lots may be clamped or towed away at the vehicle Owner's expense without prior

warning by the car park operator and the car park operator shall reserve its right to impose any penalty for such errant act.

- iii) Allocation of car parking season tickets, cards or transponder cards is at the absolute discretion of the car park operator.
- iv) Commercial vehicles and machineries such as forklifts, generators, welding machines, air compressors, lifting equipment, containers etc. shall not be allowed entry without the prior written consent from the carpark operator.
- v) All vehicles are parked at the Owners' own risk. The carpark operator of the Management shall not be responsible nor be liable for any accident, damage, theft, loss, injury or death however caused or incurred.
- vi) No additional building or structure of any form, whether temporary or permanent, shall be erected on any car park area.
- vii) No vehicle(s) may be left unattended in any driveway. The Management and/or the car park operator shall not be held responsible for any damage caused to the vehicle. Resident/Occupants are to immediately notify the Management and the car park operator in the event their vehicle breaks down in the driveway so that permission to carry out repair on site, etc. can be arranged

with the Management and the car park operator.

13.2. Abandoned vehicle(s)

The car park operator shall have the right to tow away and/or remove any car and/or any other vehicle (motorized or otherwise) parked or left abandoned in the said Car Parks or causing obstruction to the passage of other vehicles or any driveways at the sole cost and expenses of the cars' and/or vehicles' owners.

The car park operator have the right to dispose the abandoned car and/or any other vehicle (motorized or otherwise) parked or left abandoned in the said Car Parks after having served three (3) notification notices left on the windscreen of the vehicle, and via one-time public announcement in the local newspaper

13.3 The rights to re-design or revise car park

The Developer and/or the Owner of the car parks reserve the rights to redesign, revise and re-allocate the layout of the car parks and to stipulate from time to time any other terms and conditions relating to the use of the car parks or such other terms and conditions that may be imposed by the Appropriate Authorities.

13.4. Motorcycles, bicycles etc.

Motorcycles, bicycles and other similar forms of transport shall be parked at the designated parking lots and on no occasion should these vehicles be left or parked in any other car parking lots or areas. The Management or its authorized personnel may clamp, chain or tow away any vehicle if it is parked at other car parking lots or areas or in a way obstructing the driveway or the flow of traffic without giving prior notice and the car Owner concerned shall pay for any costs and expenses incurred. An additional penalty fee of RM100.00 daily shall be imposed before the release of the clamp.

13.5. Parcel Owner/Purchaser/Occupant's own risk

The Developer, the Management and/or the Owner of the car parks will not be responsible for any theft, loss or damage or other misdemeanour to any vehicles including motorcycles, bicycles and/or their contents parked in the designated parking areas howsoever arising. Vehicles and its contents are left within the parking areas at the sole risk of the parcel Owner/purchaser/occupant and/or the vehicle's Owner or user.

14.INSURANCE

14.1 The Developer/Management shall take out a Master Insurance Policy in respect of the building against fire and an Insurance Policy of Public Liability as it may deem expedient. All insurance premiums shall be charged proportionately to the Parcel Owner.

14.2 Insurance policy or policies taken by the Management for the Common Property only covers against loss and

damage by fire and such other risks as the Management may deem expedient. Insurance coverage on individual Parcel for items not covered and the contents therein is to be undertaken by the Owner/tenants themselves at their own expense.

- 14.3** In the event that the insurance policy taken up by the management shall be invalidated as a result of the default of the Owner or tenants or as a result of alteration or modification to the Parcel's original structure in accordance with the approved plan, they shall indemnify and keep the Management, its servants or agents indemnified against all losses and damages incurred and/or suffered by the Management.

15. REFUSE/GARBAGE DISPOSAL

- 15.1** Refuse or garbage must be secured in non-porous polythene or waterproof bags before being placed into the rubbish bins in the refuse chamber. Combustible substances such as paints and petroleum products shall not be placed in the rubbish bin room/centre. Owner or tenants shall ensure that their contractors (during renovation work) do not leave renovation debris or building materials at the Common Property or throw them at the rubbish bin room/centre. The Management reserves the right to remove any renovation debris and building materials and charge the cost of removal to the Owner/tenant concerned.
- 15.2** Nothing shall be left, thrown or emptied by any person onto the Common Property. Garments, rugs, mops or objects shall not be dusted, shaken or cleaned at the Common Property.

- 15.3** Owner/tenants shall not leave or cause any accumulation of dirt, rubbish, garbage, debris, boxes, furniture or bulky items in any part of the Common Property.
- 15.4** Owner/tenants shall store and keep all trade waste, trash and garbage in proper receptacles and shall dispose all rubbish, garbage and wastes in plastics bags properly tied up, at the rubbish bin room/centre only and that Owner/tenants shall take all reasonable steps to ensure that the Common Property is not littered in the process of such disposal. Renovation debris shall not be disposed at the Commercial Centre rubbish bin room/centre, but must be removed and disposed at the approved dumping ground away from Sutera Bay@Sadong Jaya. Owner/tenants shall pay to the Management on demand all charges incurred by the Management at any time for excess waste, garbage or rubbish removal from the parcel or Common Property if the same is due to the act of omission and/or default of the Owner/tenants or their contactor.

16.LIABILITY

- 16.1** Owner/tenants shall be liable for all costs and expenses incurred in replacing or restoring any damage to the Common Property if such damage were caused by them or his contractors, employees and agents.
- 16.2** All Owner, tenants or occupants shall observe and comply with all restrictions, rules and regulations currently in force or which may from time to time be varied or with new ones added to by the Management.

17. PAYMENT OF OUTGOINGS AND MANAGEMENT FUND

- 17.1** From the date of issuance of occupation certificate (OC), the Owner shall promptly and regularly, without formal demand, pay outgoings including quit rent, rates and assessment and insurance premiums payable in respect of the Parcel as well as all charges for electricity, water and telephone charges and payment of the any utilities fees and meter deposits charged by the utility providers concerned.
- 17.2** From the date of issuance of occupation certificate (OC), the Owner shall promptly and regularly, without formal demand, pay the management fee, sinking fund and other outgoings or contributions in respect of the Parcel to the Management.

18. UPKEEP AND MAINTENANCE

18.1 Upkeep of Parcels

From the date of issuance of occupation certificate or delivery of vacant possession, whichever is earlier, the Owner shall at all times keep the parcel including all fixtures and additions thereto in good and sustainable repair and condition to the satisfaction of the Management and shall permit the Management or its agents, with or without workmen or others at any time at convenient hours in the day, to enter into the parcel and examine the state and condition thereof and the Owner shall forthwith repair and make good all defects of which notice in writing shall have been given to the Owner by the Management, failing which it shall be lawful (but not obligatory) for the Management to make good such defects and all costs

and expenses relating to the same shall be borne and paid by the Owner on demand.

18.2 Defects

The Owner/tenants and/or their visitors, contractors or employees shall not cause, permit or suffer to be caused any overflowing, flooding, damage, blocking or stoppage (“defects”) to the drains, pipes, toilets, drainage or sewerage system in and around their parcel or the Commercial Centre. Where such defects described are caused by the Owner/tenants or their visitors, contractors or employees, the Management shall be entitled to enter the Parcel immediately, if necessary and to remedy such defects, whereupon such expenses incurred shall be a debt from the Owner/tenant and recoverable by demand and legal action.

19.ACCESS TO PARCEL BY MANAGEMENT

The Owner and tenants shall at all reasonable times permit the Management or its agent to enter the parcel and any part thereof for the purpose of making and/or inspecting any repairs, renovation, maintenance, structural or other alterations, additions, conversions, improvements or other works.

20.ADDRESS

The Owner shall advise the Management of their address and telephone number if they do not occupy the Parcel at Sutera Bay@Sadong Jaya. The Management shall be promptly informed of any change in such address.

21.COMPLIANCE WITH DIRECTIVES AND BY-LAWS

- 21.1** The Owner shall comply with all the directives, orders or regulations given by the Appropriate Authority or the Management from time to time in respect of the parcel of the Commercial Centre.
- 21.2** The Owner shall observe and comply with all conditions and covenants binding upon the Commercial Centre or upon the Management or otherwise howsoever in respect of the Commercial Centre and shall not do or omit or suffer to be done or omitted any act, matter or anything on or in respect of the parcel which shall contravene the provisions of any Act, Ordinance, Enactment, Order, Rules, Regulations, Deed of Mutual Covenants or By-laws and shall at all times hereafter indemnify and keep indemnified the Management/Developer against all actions, proceedings, costs, expenses, claims and demands in respect of any such act, matter or things done or omitted to be done in contravention of any of the said provisions.

22.INDEMNITY

- 22.1** The Owner or tenants shall indemnify and keep indemnified the Management or Developer against all actions, proceedings, claims, costs, charges, expenses and demands in respect of any injury to the person or property of the family, guests, servants, visitors, invitees or licensees of the Owner or tenants while in or upon the parcel.

23.RENOVATION WORK

23.1 Application & Approval

Owner and tenants who intend to carry out renovation work are required to submit a complete renovation application form with prior written approval from the Management. Applicants are required to apply in the prescribed Renovation Form and submit together with the following documents:

- a. Brief description on the design and finishes for shop front and signage.
- b. Working drawings with dimensions and annotations:
- c. Layout Plans and Elevations/Sections.
- d. Plans and details of shop front signage.
- e. Ceiling plan indicating clearly the positions of, air-conditioning outlets, electrical lighting, ceiling access panels, etc.
- f. Location of air-conditioning condensers.
- g. Layout plan for exhaust ducting and hoods locations.
- h. Water Proofing Plan for the wet areas (e.g., kitchen and toilet) where applicable.

23.2 Party Walls

Prior written approval must be obtained from the Management for the removal of the party walls.

23.3 Structural Alterations

Not to make any structural alteration including removal, modification, pulling down and/or alteration of any column to the parcel without the prior written consent from the Management.

23.4 Exhaust Piping and Air-conditioning Compressors

Installation of exhaust piping and air-conditioning compressors must conform to the space and location allocated by the Management.

23.5 Renovation Deposit

A refundable Renovation Deposit of **RM2,000.00 (Ringgit Malaysia Two Thousand only)** in Online Transfer form per contractor/unit shall be paid by the Owner to the Management at least 3 days prior to commencement of renovation work. Such deposit is to ensure that the renovation complies with the renovation guidelines and renovation plans, and all unwanted debris is cleared away and that no Common Property and/or other parcels suffer any damage. In the event that any part of the Common Property is dirtied, damaged or debris are not removed promptly, the Management shall without any notice undertake to clean, remove and repair the area affected and the cost incurred shall be deducted from the deposit. Should the cleaning cost exceed the deposit, the Owner or his contractor shall have to pay for the excess.

23.6 Documents Needed

- i. One (1) photocopy of valid trading license from the contractor.
- ii. Particulars of workers - NRIC, work pass or passport.
- iii. The scope of work, including installation of electrical equipment, if applicable.
- iv. A letter of approval from the Owner of the unit, if application is made by the tenant.
- v. A work schedule, where applicable.

23.7 Renovation Limits

- i. All renovation work shall be strictly confined to the limits of the Parcel.
- ii. Knocking down of walls and hacking of structural slabs, floors, columns and beams are strictly prohibited unless prior written approval has been obtained from the Management.
- iii. All works to be carried out should comply with the prevailing guidelines, rules and regulations of relevant authorities.
- iv. No renovation or alteration shall be allowed to the Common Property. In the event of alteration and modification is made to the Common Property, the Owner shall restore the Common Property to its original state prior to the release of any deposits paid
- v. All drain pipe openings, where renovation work is undertaken, must be covered to avoid any debris from falling into the drain/pipe and cause blockage to it.

23.8 Electrical Works

All electrical works must comply with SESB regulations and to be carried out only by licensed electrician.

23.9 Joint Inspection

A joint inspection shall be conducted together with the Owner/tenant or contractor and the Management to confirm that the renovation work has been

completed and the place is kept clean and no damage was done to any part of the Common Property before refund of renovation deposit.

23.10 Responsibility of Owner/Tenants

The Owner/tenants shall be responsible for the proper conduct of their appointed contractors and shall ensure that:-

- i) The contractors do not make excessive noise whilst undertaking renovation or repair works.
- i) All materials shall be properly wrapped, contained and packed while being transported to the premises.
- ii) Renovation materials, such as sand, bricks and stones, etc. must not be placed at the roadside and/or car-park in-front of or at the rear of the shop-lot.
- iii) All renovation debris, including packing and crating materials shall be removed and disposed by the contractors concerned to the approved dumping grounds away from Sutera Bay@Sadong Jaya.
- iv) Inconvenience shall not be caused to other occupants or public.
- v) No water and electricity supply shall be obtained from Common Property.
- vi) To permit the Management personnel, site supervisor or manager at all reasonable times to enter upon the parcel to view the condition thereof during renovation.

23.11 Refund of Deposit

The renovation deposit will be refunded within **One (1) Month** after the joint inspection by the

Owner/contractor together with the Management personnel confirming that renovation work has been completed, all renovation debris have been duly disposed of properly, the surrounding areas have been kept clean and tidy and no damage was done to any part of the Common Property.

23.12 Renovation Working Hours

Approved renovation works shall only be allowed to be carried out within the hours stipulated below: -

Monday to Friday	: 9:00 AM to 04:00 PM
Saturday	: 9:00 AM to 12:00 PM
Sunday & Public Holiday	: Strictly no renovation works.

24.SECURITY

- 24.1 The provision of security services, if any, is limited to the general surveillance of the Commercial Centre and general patrolling of the Common Property within the Commercial Centre only. The service does not extend to the security of individual or personal properties belonging to the Owner and residents.
- 24.2 The Owner/tenants shall be responsible and take proper precaution and measures to safeguard their personal safety and the safety their occupants and guests, their personal properties and belongings as well as the security of the parcel. It shall be the Owner's/tenant's duty and responsibility to ensure the contents of the parcel and his personal properties and belongings against loss or damages due to fire and allied perils or burglary from the date vacant

possession of the parcel has been delivered to the Owner.

24.3 The provision of the security service by the Management is merely intended to provide a general security presence and in no way warrants, guarantees, assures or represents the safety or security of the Owner or tenants or any of their family members, lessees, tenants, licensees, visitors, guests, servants, agents and/or any occupiers of the Commercial Centre units or any property belonging to any of them within the Commercial Centre.

24.4 The Management shall not be liable to the Owner/tenants and/or the persons authorized by the Owner/tenants for any direct or indirect loss or damage, break-in, death or injury whatsoever kind of nature to property or person which may be sustained, suffered or incurred by or caused to the Owner/tenants and/or the persons authorized by the Owner/tenants as a result of or by reason of:

- i) Any failure or omission or neglect on the part of the Management to provide, operate or maintain the security service.
- ii) Any insufficiencies or inadequacies in the maintenance of the security service and the security measures and arrangements forming a part comprised therein, including but without limiting the generality of the foregoing:
 - (a) The defective working or failure of any device, installation, equipment and

- instruments provided by the Management and/or
- (b) the occurrence of physical violence, injury, theft, burglary, explosions, accidents, fights, commotion and other crimes and like incidents in or about the Commercial Centre.
 - iii) Any failure or omission or neglect or dishonesty of any security officer or personnel appointed or employed by the Management in connection with the security system.
 - iv) Any Act of God, *force majeure*, and any matter or event or circumstances beyond the control of the Management.

25.OCCUPANTS' LIST

In order to facilitate communication between the Management and the Owner/tenants in the event of an emergency, the occupants list must be completed and returned to the Management Office as soon as the Owner/tenants move in. If there is any change in the future, the Management Office should be informed of the changes immediately so that the records can be updated accordingly.

25.1 Non-Resident Owners

- i. An Owner / A Purchaser who is non-resident **shall** appoint an agent to represent his interest in the Parcel and shall file the name, address and contactable telephone number(s) of his agent

with the Management prior to allowing them access to the Parcel. The Owner will be responsible for his agent(s) conduct and shall ensure that the appointed agent follows the rules and regulations including any directions issued by the Management from time to time;

- ii. The Owner and/or the Owner's appointed agent shall be responsible for the conduct of their Tenant(s) or Guest(s);
- iii. If any Owner shall be away or absent from the Parcel for a sustained period of time, he shall at his own expense, have an authorized agent or representative registered with the Management, to conduct periodic inspections of the Parcel and assume responsibility for the contents of the Parcel therein;

The Management must be given access into the Parcel and be permitted to force open, **in case of emergency** (e.g: fire, gas leaks, etc)

27. DISCLAIMERS

While the Community Rules contain rules, regulations and other provisions to ensure as far as possible that the Owner/tenants/occupants/guests/visitors enjoy maximum safety, comfort and convenience, the Management shall not be held responsible for any death, injury, loss or damage suffered by the Owner/tenants/occupants/guests/visitors for any provision not incorporated in the Community Rules; and the Management hereby disclaim all liabilities in respect of such omissions.

USEFUL EMERGENCY TELEPHONE NUMBERS

Police Station

Alamesra	: 088 – 488 222
Kepayan(HQ)	: 088 – 454 222
Karamunsing	: 088 – 529 222
Jalan Gaya	: 088 – 310 254
Penampang	: 088 – 712 222

Hospital

Queen Elizabeth I	: 088 – 517 555
Queen Elizabeth II	: 088 – 324 600
KPJ Damai Specialist Hospital	: 088 – 322 000
Jesselton Medical Centre	: 088 – 366 333
Gleaneagle Hospital	: 088 – 518 888

Fire & Rescue Department

Sembulan	: 088 – 210 214
Jalan Lintas	: 088 – 422 652
Penampang	: 088 – 724 569

Airport

Kota Kinabalu	: 088 – 325 555
Sandakan	: 089 – 667 786
Tawau	: 089 – 950 777
F.T. Labuan	: 087 – 416 007

Sabah Electricity Sdn Bhd

Complaint Section	: 1-5454
-------------------	----------

Water Department

Kota Kinabalu	: 088–711 593
---------------	---------------

Town Council/City Hall

Dewan Bandaraya Kota Kinabalu	: 088 – 521 800
-------------------------------	-----------------

Jabatan Pertahanan Awam

Headquarter (HQ)	: 088 – 232 277
Kota Kinabalu	: 088 – 255 991

Date:

VTs Property Collection Sdn Bhd

Block A, Lot A-7-06, Sutera Avenue
Lorong Lebu Sutera, Off costal Highway
88100 Kota Kinabalu, Sabah
Malaysia

LOT NO. :

SUTERA BAY@SADONG JAYA, KOTA KINABALU, SABAH

OWNER/OCCUPANTS:
.....

I/We,
.....

being the Owner(s)/occupant(s) of the above Lot at Sutera Bay@Sadong Jaya, hereby acknowledge the receipt of the **COMMUNITY RULES** of Sutera Bay@Sadong Jaya.

I/We hereby confirm that I/We will read/have read and understood the contents as stated in the said Community Rules and agree to abide, follow and comply with the said Community Rules.

Thank you.

Yours sincerely

.....

Name:

NRIC No.

SUTERA BAY@SADONG JAYA, KOTA KINABALU

OCCUPIER'S LIST

LOT NO.:

Telephone No.:(House)

..... (Office)

..... (Hand phone)

Email:

Vehicle No.: i)

ii)

NO.	NAMES	CONTACT NO.
1		
2		
3		
4		
5		
6		
7		
8		

Remarks: All information and details will be kept private and confidential.

