

# HOUSE RULES

P E R M A I V I L L A A P A R T M E N T ©



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## 1. Introduction

- 1.1 The purpose of these rules and regulations which constitute the House Rules of Permai Villa Apartments is to promote the harmonious occupancy of the individual parcels within the said Building; to protect all Residents from annoyance and nuisance caused by any improper use of the individual parcels within the said Building; and to preserve the reputation and prestige of the said Apartments thereof, thereby providing maximum enjoyment of the premises and its facilities.
- 1.2 The House Rules are formulated to serve as guidelines that govern the occupation and usage of Permai Villa. All Residents and Guests in Permai Villa shall be bound by these rules. It is the Joint Management Committee's (JMC) desire to create awareness among all Residents in order to achieve the common goal of better communal living. Thus, the full co-operation of all Residents in complying with all the rules and regulations of the House Rules is required.
- 1.3 The full authority and responsibility for the enforcement of these rules lie with the Management, which is also entrusted with the daily supervision and administrative operations at Permai Villa.
- 1.4 The JMC may amend these House Rules from time to time. Suggestions are welcomed from all Residents. However, the JMC reserves the right to accept or reject any suggestions made.

## 2. Definitions and Interpretations

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

“**Act**” means the Building and Common Property (Maintenance & Management) Act 2007 (Act 663) which governs the formation and functions of the JMB, JMC, Managing Agent and all matters related to the management and maintenance of all stratified properties pending formation of the Management Committee under the Strata Titles Act 1985 (Act 318) which is enforced on all stratified buildings;

“**Authorities**” means any body which possesses executive powers under Malaysian laws and includes the federal and state governments, statutory bodies, and local authorities;

“**Building**” means all four (4) blocks of apartments comprising the individual apartment units together with the commercial buildings, Common Property, Facilities and the car parks which are collectively known as Permai Villa;

“**Common Property**” means so much of the development area in Permai Villa that is not comprised in any parcel (including any accessory parcel) and the fixtures and fittings including lifts, refuse chambers/rooms, drains, sewers, pipes, wires, cables and ducts, and all other facilities and installations and any part of the land used or capable of being used or enjoyed in common by all Occupants/Residents of Permai Villa;

“**Facilities**” means any or all amenities, facilities or equipment within the premises

of the Building which are available for the use or common enjoyment of all Occupants/Residents;

“**Guest**” means any person who is not an Owner or Resident and whose presence in Permai Villa is at the invitation of either the Owner or Resident;

“**House Rules**” means the rules made by the JMC to regulate the occupation and usage of Parcels, Common Property, Facilities and car parks amongst the Occupants/Residents in the Building;

“**Joint Management Body**” or “**JMB**” means the body established under section 4 of the Act which comprises the developer and Owners of Parcels in Permai Villa who have no outstanding debts owing to the Building Maintenance Fund;

“**Joint Management Committee**” or “**JMC**” means the committee established under section 11 of the Act which represents the JMB in all matters relating to the management and maintenance of Permai Villa;

“**Maintenance Charges**” means any moneys collected by the Management from Owners for the management and maintenance of Permai Villa;

“**Management**” means either the JMC or a property management consultancy or managing agent appointed by the JMC to maintain and manage Permai Villa;

“**Non-resident Owners**” means those person who are owners of the Parcels in Permai Villa registered with the Management but who chose not to reside there;

“**Occupants**” means

- i) persons who are Parcel Owners and includes family members residing in Permai Villa;
- ii) lawful tenants or lessees who are registered with the Management to reside in Permai Villa;

“**Owners**” means persons own the Parcels and who have legal title to them;

“**Parcels**” means the apartment units in the Building, held or to be held under separate strata titles, which are registered in favour of the Owners;

“**Residents**” means -

- i) owners of the Parcels who are residing therein;
- ii) persons who are either tenants or lessees residing in the Parcels under a lawful tenancy/lease agreement and duly registered with the Management.

The Management reserves the absolute right to require the Residents to furnish written proof of legal ownership or tenancy, as the case may be.

“**Sinking Fund**” means a special fund operated and maintained by the Management under s24 of the Act;

“**Tenant/Lessee**” means any person who is for the time being renting or leasing one or more of the Parcels in Permai Villa under a lawful tenancy/lease agreement and who is also residing therein. If the tenant is a company or corporation, then Tenant/Lessee refers to its lawful employees;

2.2 Words used in the House Rules shall unless otherwise defined have the same meaning and effects as words used in the Deed of Mutual Covenants.

### **3. Maintenance Charges & other Outgoings**

3.1 The Owners and/or Residents shall be required to pay the monthly Maintenance Charges due to the Management in accordance with the Deed of Mutual Covenant and the Act for services provided for the control, management, administration, upkeep and maintenance of the Common Property provided. The Maintenance Fees shall be paid on a monthly basis or in any manner deemed appropriate by the JMC.

3.2 The Owner and/or Residents shall be required to pay the Sinking Fund a sum equivalent to Ten per centum (10%) of the Maintenance Charges in accordance with the Deed of Mutual Covenant and the Act. The payment shall be made in advance by Owners and/or Residents within Fourteen (14) days from date of written notice from the Management.

3.3 The Owners and/or Residents shall pay the annual quit rent payable on the Parcels to the Land Office before 31<sup>st</sup> May of every calendar year and furnish the receipt to the Management for record purpose.

3.4 The Owners and/or Residents shall pay the water and sewerage charges metered and consumed by their respective parcels within seven (7) working days from date of the invoices issued by the Management.

3.5 Permai Villa is insured under a master fire insurance policy. Owners are not required to take up separate fire policy for their parcels. Owners shall pay the insurance premium for the master fire insurance policy within seven (7) working days from date of invoices issued by the Management.

3.6 The Management reserves the right to impose a penalty interest of Ten per centum (10%) per annum charged on a daily basis if the Owners and/or Residents fail to pay the Maintenance Charges and other outgoings within the period stipulated in the invoices issued by the Management.

### **4. Usage of the Said Parcels**

4.1 The said Parcels shall only be used for residential purposes and not for business or any other purpose including but not limited to illegal, unlawful or immoral purposes which may be detrimental to the reputation of Permai Villa in general and the well being of the Residents and Tenants in particular.

4.2 Non-residential parcels shall only be used for the express purpose stipulated in the approved building plans for Permai Villa.

4.3 The nature of business in all commercial parcels approved in the building plans for Permai Villa shall be for the benefit and convenience to the Residents and Tenants.

In this case, the JMC reserves the right to dictate the nature of business that shall be allowed within the confines of the commercial parcels.

- 4.4 The Residents shall not convert the said Parcels in such a manner so as to accommodate more persons than it was originally designed for under the by-laws of the appropriate authority, or to subdivide the Parcels into smaller units of accommodation, or to use the said Parcels as a hostel or serviced apartment or such other similar arrangements or for commercial use.
- 4.5 It shall be the duty of every Owner to inform the Management of the identity of all person(s) residing in his/her Parcel. All new Residents are required to complete the Resident's Record Form made available at the Management Office within their first week of occupation.

## **5. Residents' Guests**

- 5.1 Admission of Guests into Permai Villa shall be subject always to the Residents having furnished to the security personnel at the Guard House the identity of such Guests including the Guest's name and/or car registration number as well as the expected time of arrival of the Guests and after having obtained the Resident's permission to enter. A limited number of visitor's car parks shall be provided on a first come first served basis.
- 5.2 The Guests who have gained entry to Permai Villa shall be accompanied by the Residents at all times when using the Facilities at the Common Areas.
- 5.3 The Residents shall ensure that their Guests comply with the House Rules at all times and that their Guests' behavior is not offensive to other Residents of Permai Villa failing which the Residents shall be liable for any damage or injury caused by their Guests to the other Residents or permitted Guests of Permai Villa.
- 5.4 The Management shall not be responsible for the death of any of the Guests or personal injuries suffered as a result of the Guests entering Permai Villa and/or using the Facilities at the invitation of Residents.

## **6. Household Pets**

- 6.1 The keeping of pets, with the exception of fishes in aquariums, in any Parcel or within the confines of Permai Villa is strictly prohibited. The Management reserves the right to remove any pets found in any of the said Parcels or within the confines of Permai Villa wherein the costs incurred for removing such pets shall be borne by its owner.

## **7. Nuisance**

- 7.1 The Residents shall not at all times conduct themselves in a manner, which will cause nuisance to other Residents of Permai Villa.
- 7.2 The Residents shall not operate any radio, television, hi-fi equipment or other musical instruments at high volume that will interfere with the peaceful enjoyment of other Residents of Permai Villa.
- 7.3 No garage sale or auction or any other sale shall be held in any part of Permai Villa

unless otherwise approved by the Management in writing.

- 7.4 The Management reserves the right to call the police or seek legal recourse to abate or stop such nuisance and the Resident responsible for breaching this rule shall indemnify the Management against all costs incurred as a result thereof.
- 7.5 Whilst the Management will use its best endeavor to attend to complaints lodged by the Residents and to extend all necessary assistance as is deemed fit to resolve such complaints, the Management shall at its sole and absolute discretion take no further action if in the Management's opinion, such complaints are unreasonable, frivolous and vexatious or without merit. The decision by the Management shall be deemed final and conclusive.

## **8. Parties and Functions**

- 8.1 The Residents who intend to hold any private party or function are required to inform in writing the Management three (3) working days in advance of such party or function and to furnish a Guest List to the security personnel at the Guard House to enable the security personnel on duty to allow only registered Guests to enter into Permai Villa.
- 8.2 Private parties or functions are limited to the designated function areas, swimming pool, and terrace or within the said Parcels occupied by the Residents. The private party or function shall not be carried out past 11:00pm on weekdays and 12:00 midnight on weekends and Public Holidays. Extension of such function hours must be obtained in writing from the Management.
- 8.3 The Residents who intends to use the designated function areas shall make reservations in writing three (3) working days in advance of such party or function with the Management, failing which the request to use the designated function areas may be declined on the grounds of non-availability.
- 8.4 The Residents who use the designated function areas will be charged with rental rates on an hourly or daily basis which shall be determined by the Management from time to time. The Management will display a note of such private party or function held on the scheduled day by the Residents on the notice boards in Permai Villa.
- 8.5 The Residents shall also deposit with the Management a prescribed sum imposed, which may vary depending on the area selected and the total hours used to hold the private party or function. The prescribed sum shall be deducted accordingly for cleaning charges to clean the function area and the balance thereof (if any) shall be refunded to the Residents.

## **9. Non-Resident Owners**

- 9.1 For security reason, an Owner who is not a resident of Malaysia, shall appoint an agent to represent his interest in the said Parcel and shall file the name, address and telephone numbers of his agent with the Management prior to the agent being allowed to gain access to the said Parcel. If an Owner shall be away or absent from the said Parcel for a substantial period of time, the Owner concerned shall at his own cost and expense appoint an authorized agent or representative duly registered with the Management, to conduct periodic inspection of the said Parcel and assume full responsibility for the contents therein.

- 9.2 The Owner will be responsible for his agent's conduct and is to ensure that the agent observes the House Rules including any instructions issued by the Management from time to time.
- 9.3 The Owner or the Owner's agents shall be responsible for the conduct of their Tenants or Guests.

## **10. Restriction on Use of Common Property and Facilities**

- 10.1 Upon the said Parcel being rented out, the entitlement to the use of the Common Property and the Facilities shall automatically be transferred to the Tenant and the Owner shall forfeit the right to use the Common Property and the Facilities until the tenancy expires and the Management is informed accordingly.

## **11. Common Property and Landscaped Area**

### **11.1 Common Property**

- 11.1.1 The Residents shall not affix any unauthorized structure or equipment in the Common Property or any part thereof failing which the Management shall serve notice on the Residents to remove the said unauthorized structure or equipment. In the event that the Residents fail to remove the unauthorized structure or equipment as required under the notice, notwithstanding that a reasonable time has been given to do so, the Management may proceed to remove the same and all costs incurred therein shall become a debt due and owing by the Residents to the Management.
- 11.1.2 The Residents shall not place any personal property, plants or objects in any part or parts of the Common Property or encroach, use or enclose any part or parts of the Common Property or any other Parcels for his own benefit or otherwise. The Management shall be entitled to remove all such objects, plants, encroachment or enclosures and the Residents shall be liable to indemnify the Management for the costs and expenses incurred as a result of thereof.
- 11.1.3 It is the responsibility of all Residents to exercise due care and consideration when cleaning their balcony area adjoining the external walls to prevent water from running down the exterior of the building or into another adjoining or the Parcels below.
- 11.1.4 Any damage caused to the Common Property by any Residents due to non-observation of the House Rules shall be assessed by the Management and the cost of repair and/or the replacement of any items and/or removal of debris of works carried out as a result of such repairs including administrative fees as determined by the Management shall be charged to the Residents concerned and the Residents concerned shall pay such charges within such stipulated time as determined by the Management.
- 11.1.5 No altar or object of worship is to be placed or hung up in the Common Property i.e, corridor, stairway, lift lobby for the purpose of worship. The Management reserves the right to remove such altars or objects of worship without the need to give any prior warning or notice to the party(ies) concerned.

### **11.2 Landscaped Areas**

- 11.2.1 All Residents shall not interfere or tamper with the landscaped areas, including but not limited to cutting down, removing, damaging, uprooting or plucking of any trees, plants, shrub, foliage or flowers. Neither shall the Residents add or cultivate plantings of any descriptions whatsoever on any part of the Common Property.

## **12. General Rules and Regulations for Use of Facilities**

- 12.1 To maintain the exclusiveness of apartment living, all the Facilities in Permai Villa are mainly intended for use by the Residents and their Guests only and subject at all times to the provisions herein contained.
- 12.2 The Management reserves the right to impose charges for the use of Facilities by the Residents and their Guests.
- 12.3 The use of the Facilities by the Guests is restricted to weekdays only (excluding Public Holidays) and limited to off-peak hours i.e; 9:00am – 5:00pm only.
- 12.4 Employees or contractors of the Residents and the Management alike are not permitted to use the Facilities.
- 12.5 Each Parcel Resident is permitted to bring in not more than three (3) Guests per Parcel for the use of Facilities during off-peak hours.
- 12.6 The Residents must accompany their Guests at all times when using the Facilities.
- 12.7 The Residents concerned will be held responsible for any damage to the Facilities and/or any equipment thereof caused either by their Guests and/or themselves. Any damage caused by previous user(s) of the Facilities shall be reported to the Management immediately before the commencement of use of such Facilities.
- 12.8 The Management or anyone under the authority of the Management may require any person using the Facilities to indemnify himself or herself if necessary.
- 12.9 The Residents shall not permit any child, for whom the Residents has responsibility and/or control over, to play, be or remain at the Common Property in particular the car parking areas or other areas of possible danger, risk or hazard to the child.
- 12.10 Any person found in breach of any rules and regulations of the House Rules may be asked to leave the Facility premises by the Management or anyone under the order of the Management.
- 12.11 While the Management will take every precaution to ensure that the Facilities are properly maintained, all Residents and Guests use the Facilities at their own risk. The Management will not be held responsible for any injuries or damage sustained by the users for any loss and/or damage to their personal property.
- 12.12 The Management reserves the right to change, alter, amend or add to the House Rules pertaining to the use of the Facilities from time to time without prior notice.

## **13. Rules and Regulations for Usage of Specific Facilities**

### **13.1 Usage of Lifts**

- 13.1.1 All Residents and Guests shall not wear bathing suits, drink or eat in any lifts or wear or carry any items (eg. wet bathing suits not properly contained in a bag) that could stain or otherwise soil the lifts or any part thereof.

- 13.1.2 Smoking is strictly prohibited at all times in the lifts.
- 13.1.3 The Residents shall not tamper with any of the lifts or controls in a manner that would prevent the proper functioning of the lifts.
- 13.1.4 In the event of a power failure, fire and other emergencies, the Residents must not use the lifts but instead use the stairways to vacate the said building.
- 13.1.5 The Residents must inform the Management and Security Guards of any shifting of heavy bulky items using the lifts at least 24 hours in advance so that proper arrangement can be made to avoid causing any inconvenience to other users.

### **13.2 Children's Playground**

- 13.2.1 All children under the age of 12 years old must be accompanied and supervised by an adult at all times who shall be responsible for the children's conduct and/or safety.
- 13.2.2 No littering is allowed on the playground. All litter must be deposited in the designated refuse bins around the playground.
- 13.2.3 All the equipments placed and/or installed in the playground areas have been provided for the safety, comfort and convenience of all users and therefore shall not be damaged or removed or altered without the permission of the Management.
- 13.2.4 The usage of any equipment in the playground shall be at the sole risk of Residents and Guests.

### **13.3 Swimming and Children's Wading Pool ("Pools")**

- 13.3.1 The Pools are open from 9:00am to 9:00pm daily. No one is allowed to use the Pools when the Pools are closed.
- 13.3.2 All children under the age of 12 years shall not at any time be near or allowed to use the Pools unless accompanied by an adult at all times who shall be responsible for the children's conduct and/or safety.
- 13.3.3 For hygienic reasons, all users are required to shower thoroughly before entering the Pools. All suntan lotion or oil must be removed from the body before entering the Pools.
- 13.3.4 All Pool users shall wear proper swimming attire at all times. Swimmers are advised to wear swimming caps when swimming. Persons who are fully clothed are NOT permitted to use the Pools. Topless sun bathing and nudity at the pool area are not allowed.
- 13.3.5 No swimming will be allowed during chemical treatment hours.
- 13.3.6 No large mats, boards, toys, bulky floats, snorkels and scuba gear shall be used in the Pools.
- 13.3.7 All users of the Pools are strongly advised to leave the Pools during thunderstorms or under any life threatening situations or circumstances or emergencies in their own interest.
- 13.3.8 Glassware, breakable items and other harmful objects (such as hair pins, curlers, safety pins, bobby pins, etc.) are forbidden in and around the Pools.

- 13.3.9 Diving is NOT permitted in the Pools.
- 13.3.10 Smoking, eating and drinking, cycling and playing football at the Pools and surrounding areas are strictly prohibited.
- 13.3.11 Residents and Guests who are under the influence of liquor, drugs or any other form of intoxicating material or substance are strictly prohibited from using the Pools.
- 13.3.12 The filtration plant and pump room of the Pools are out of bounds to all unauthorized persons.
- 13.3.13 No persons suffering from all infections, contagious diseases or with bandages or open wounds of any type or persons recently recovered from diarrhoea shall use the Pools. Spitting or any other unhygienic acts in and around the Pools or deck areas are strictly prohibited.
- 13.3.14 Portable audio visual equipments are NOT permitted at the Pools and surrounding areas.
- 13.3.15 The Pools and its surrounding area are solely for the use of the Residents only. Guests are permitted to use the Pools only when they are accompanied by the Residents and only to the extent that other Residents are not inconvenienced.
- 13.3.16 The Management has the authority to expel from the Pools area any people(s) found disobeying the rules or engage in any activity which is endangering the safety of users of the Pools and/or any acts of immorality in any shape, form and conduct.
- 13.3.17 No lifeguards will be employed or stationed at the Pools. Use of the Pools is at the sole risk of Residents and Guests.
- 13.3.18 The Residents and Guests are advised to exercise due care when using the Pools and to take care of their own safety and personal belongings when using the Facilities related to the Pools. The Management will not be held responsible for any loss/or damage to the Residents' personal property left in the changing rooms or any other part of Permai Villa.
- 13.3.19 The Management shall NOT be held responsible for any death or injury whatsoever caused to the users of the Pools or any infection or allergic reaction whether contracted from the chemically treated water of the Pools or otherwise.

#### **13.4 Multi-Purpose Hall**

- 13.4.1 The Multi-Purpose Hall may be reserved by Residents for the purpose approved by the Management from 9:00am to 12:00 midnight for a minimum of 2 hours and a maximum of two (2) days per function only or such duration as may be permitted by the Management. The Management, however, reserves the absolute right not to accept any reservation without having to provide reason(s) for such decision.
- 13.4.2 Reservation for the use of the Multi-Purpose Hall must be made at the Management Office in writing at least one (1) week in advance from the date of the function.
- 13.4.3 All reservation would be treated on a "first come, first served" basis, subject to the Rules stipulated by the Management from time to time. However, the Management reserves the right not to permit such reservations if it causes inconvenience to other Residents.

- 13.4.4 The charges for rental of the Multi-Purpose Hall will be stipulated on the notice board and is payable upon confirmation of reservation. A deposit in such form and amount as shall be determined by the Management is required when making a reservation. This is to ensure that areas used for the function are left clean and in a satisfactory condition. The balance after deducting the cleaning and other additional charges (if any) will be refunded to the Residents concerned who made the reservation. In the event the clean-up costs and/or damages shall exceed the deposit, the Residents responsible for hosting the function shall pay to the Management the additional amount, failing which it shall be a debt due and owing to the Management.
- 13.4.5 The Multi-Purpose Hall shall be closed to other Residents when it is reserved for a private function.
- 13.4.6 All users of the Multi-Purpose Hall shall refrain from making excessive noise to avoid disturbing the Residents.
- 13.4.7 No audio visual equipment or other electronic or mechanical sound instruments or equipment shall be used in the Multi-Purpose Hall without permission from the Management.
- 13.4.8 The Resident responsible for hosting or organizing the function will have to indemnify the Management for any damage caused to the Multi-Purpose Hall that is not due to normal wear and tear.

### **13.5 Surau**

- 13.5.1 The use of the Surau shall be strictly confined to the practice of exercising religious activities.
- 13.5.2 The conditions for use of the Surau shall be determined and enforced by the relevant authorities appointed by the State Religious Department and/or other similar recognized body(ies).
- 13.5.3 For administrative purposes, the Surau area is demarcated in the attached plans and shall be deemed to be in the jurisdiction of the relevant authorities appointed by the State Religious Department and/or other similar recognized body(ies). However, the Surau area is prescribed in the provisions of the Act to be part of the Common Area and Common Property of Permai Villa.
- 13.5.4 For the purpose of liaison and administrative communication, a Committee List and Contact Number recognized by and registered with the relevant authorities appointed by the State Religious Department and/or other similar recognized body(ies) shall be furnished to the Management.

### **13.6 Tadika**

- 13.6.1 The use of the Tadika shall be strictly confined to the practice of pre-school education and day-care.
- 13.6.2 The conditions for use of the Tadika shall be determined and enforced by the relevant authorities appointed by the State Welfare Department and/or other similar recognized body(ies).

- 13.6.3 For administrative purposes, the Tadika area is demarcated in the attached plans and shall be deemed to be in the jurisdiction of the relevant authorities appointed by the State Welfare Department and/or other similar recognized body(ies). However, the Tadika area is prescribed in the provisions of the Act to be part of the Common Area and Common Property of Permai Villa.
- 13.6.4 For the purpose of liaison and administrative communication, a Committee List and Contact Number recognized by and registered with the relevant authorities appointed by the State Welfare Department and/or other similar recognized body(ies) shall be furnished to the Management.

### **13.7 Commercial Parcels**

- 13.7.1 The Commercial Parcels located on the ground floor of the Building is opened for rental by outsiders and Residents alike.
- 13.7.2 All negotiations regarding the rental rates and/or deposits, etc. can be made directly with the individual Commercial Parcel owners. A list and contact numbers of said owners can be obtained from the Management Office.
- 13.7.3 All Commercial Parcels are subject to the provisions in the Act and be considered as part of Permai Villa.
- 13.7.4 It is generally accepted that the nature of business conducted in the Commercial Parcels is to provide services and convenience to the Residents and their Guests and it shall not provide services to people who are not Residents and Guests of Permai Villa.

## **14. Installation of Water Filters**

- 14.1 The Residents may install water filters and shall ensure that the filters are installed within the said Parcels only and not in the common areas or risers.
- 14.2 The installation of water filters must be carried out by a licensed plumber and the Management shall not be held liable in any manner whatsoever for any damage, loss or injury arising from such installation.

## **15. Management Staff**

- 15.1 All Residents are not allowed to use any Management Office staff for any errands whatsoever.
- 15.2 The staff of the Management Office is authorized to accept delivery of packages, parcels, or any other items on behalf of the Residents provided always the Management and its staff shall not be held responsible in any manner or whatsoever for any loss or damage to the packages, parcels, etc.

## **16. Unauthorized Literature**

- 16.1 The Residents are strictly prohibited from distributing, posting, and advertising any form of unauthorized literature. The Management reserves the right to screen and/or disallow any person from distributing, posting, advertising, etc. any form of

unauthorized literature to Residents.

## **17. Prohibition from keeping Combustible and Explosive Substances**

- 17.1 The Residents shall not keep, store or bring in the Building highly combustible substances such as petroleum products in quantities above the normal amount consumed by normal private dwelling.
- 17.2 The Residents shall not keep, store or bring into the said Parcels or any part of the Building any guns, ammunition, explosive, items of dangerous nature or use any substance or material of any kind that is combustible, inflammable, or dangerous or illegal or prohibited by law or may cause or be a source of nuisance, annoyance or disturbance or risk or danger to other Residents and any other substance which may give rise to smoke, fumes or obnoxious smells.
- 17.3 The Residents are prohibited from keeping, storing, using or playing with fireworks of any nature within the entire compound of the Building.

## **18. Access Control System**

### **18.1 Monitoring of Entrance and Fire Exits**

- 18.1.1 The Access Control System is intended to monitor the entry of Residents, vehicles, Guests or any other personnel at the entrance to Permai Villa, Open Carpark Structure, the Facilities and the said Building, where appropriate. The provision of such services, which is referred to as “security services”, shall not in any circumstances be construed as a representation by the Management that Permai Villa or any of the said Parcels will be free of theft, robbery, burglary or any other crime whatsoever.
- 18.1.2 All Residents are advised to insure their personal belongings and valuables against theft, burglary and loss howsoever caused including damage from fire, leaking pipes and sewers and to place all valuables in security deposit boxes with banks.
- 18.1.3 All fire exits shall not be locked or obstructed if statutorily required to ensure accessibility under the provisions of the relevant rules and by-laws.
- 18.1.4 Any, tapes, videos and information recorded in the close circuit cameras found in Permai Villa may only be viewed with permission from the police and not otherwise.

### **18.2 Access Control Cards (“ACC”)**

- 18.2.1 All Residents will be provided with ACCs by the Management according to the number of Parcels owned by the Residents. These ACCs can be used to gain entry through the barrier gate at the entrance of Permai Villa and also the Open Carpark Structure for Residents who purchased or rented or leased a car park unit.
- 18.2.2 The ACC is meant for the Resident’s sole usage and must be retained in the full care and responsibility of the Residents at all times.
- 18.2.3 In the event of loss, the Resident must report such loss of the ACC in writing immediately to the Management to de-code or de-activate the ACC.
- 18.2.4 The Resident shall also lodge a police report and furnish a copy of the said police

report to the Management together with the payment of a surcharge for the replacement or re-issuance of a new ACC.

18.2.5 The surcharge for the issuance or replacement of an ACC is as follows:-

- 1<sup>st</sup> Loss RM100.00
- 2<sup>nd</sup> Loss RM200.00

Every subsequent loss following the loss of an ACC for the second time will be subject to an increase of RM100.00 in addition to the surcharge.

18.2.6 All ACCs shall remain the property of the Management and if found must be returned to the Management. With regard to change of ownership by reason of disposal of the said Parcel or change in the tenancy by reason of termination or determination of a tenancy agreement, the Residents in occupation of the said Parcels concerned shall be required to surrender all the ACCs issued to the Residents prior to the issuance of the new ACC to the new Residents.

18.2.7 The Management reserves the right to issue the ACC or to deactivate the same until all outstanding amounts (including but not limited to service charges, sinking funds, compound or penalty or any other payment) owed by the Residents have been settled. Nothing herein shall render the Management liable to de-activate the ACC upon instructions of Non-resident Owners who may have disputes with their tenants.

18.2.8 The Management may at its sole and absolute discretion provide separate ACCs for Permai Villa's main entrance, Open Carpark Structures and/or the Facilities, access or change or upgrade the system from time to time whereupon the aforesaid rules would continue to apply mutatis mutandis.

## **19. Security**

19.1 The Management reserves the right to request any Guests, workers or servicemen of the Residents to leave the Building if the presence and/or behavior of such Guests, workers or servicemen either contravene any of the House Rules or will cause unnecessary interference with the peaceful enjoyment of other Residents or Guests of PermaiVilla.

19.2 The Residents must co-operate with the Management by registering their lawful workers, which include but not limited to maids, personal or company drivers or other employees currently under the Residents' employment wherein the presence in the Building or the said Parcels is required, to enable the security personnel to monitor and control the accessibility of such lawful workers.

19.3 Similarly, the Residents shall also register or report as the case may be to the Management any lawful workers that have been dismissed or left their employment to ensure that the said worker does not gain entry into the Building without the relevant Resident's permission.

19.4 The Residents shall ensure that they and their workers do not drive in a speed which will endanger the well being of others or likely to damage the property of the other Residents within the compound of the Building.

19.5 The Residents shall be responsible for the overall security of the said Parcels and shall use their best endeavor to ensure that their respective Parcels and any property contained therein are kept safe from theft, robbery or any loss whatsoever. The

Residents shall also ensure that all doors, windows and other opening of their respective Parcels will be securely fastened on all occasions when their Parcels are left unoccupied.

- 19.6 The Management shall not be held responsible or liable in any manner whatsoever for any theft, loss or damage or other misdemeanor to the vehicles and/or the contents therein and property of Residents or Guests within the compound of the Building irrespective of whether such vehicles are parked in the Open Carpark Structure or in the case of Guests, the Guests' designated visitors car park.

## **20. Car Parks**

### **20.1 Usage of Car Park Lots**

- 20.1.1 Owners/Residents shall park their vehicles in lots provided in the Open Carpark Structure. In the event any vehicle belonging to Residents and/or Guests is parked in areas other than the Open Carpark Structure, the Management has absolute right to take any appropriate action as it deems fit including but not limited to the serving of notices to the vehicle owner, immobilizing or clamping the vehicle(s) or towing away such vehicles(s) wherein the Residents and/or Guests shall pay the Management the compound required before releasing their vehicle(s).
- 20.1.2 Owner/sResidents who find that the lots in the Open Carpark Structure have been wrongfully occupied by other vehicles are advised to report immediately to the Management or Security Guards.
- 20.1.3 The visitors' car parks are strictly for the use of Guests subject to such parking charges and/or the length of time of usage as may be imposed by the Management from time to time.
- 20.1.4 Owners/ Residents must park their bicycles and/or motorcycles at areas designated by the Management and on no occasion should these vehicles be left or parked in other non-designated areas.
- 20.1.5 If the Owner/Resident or Guest parks their vehicles in such a manner so as to obstruct or block the egress and ingress to the Building, any fire exits or access routes, or all egress and ingress to public utility areas including but not limited to substations, pump rooms, and the fire brigade access routes, thereby rendering it a nuisance, hazard and/or inconvenience to the Management or to other Residents, then, in any such event the Management has the absolute right to clamp and/or tow away the vehicle and all charges and incidental costs thereto shall be borne by the Residents and/or Guests.
- 20.1.6 Owners/Residents shall not affix any grilles or place or build any form of obstruction whatsoever at the entrance, exit, or driveway or in the car park areas or any other area in the car park not designated for parking of vehicles.
- 20.1.7 Owners/Residents shall wash and polish their vehicles (except lorries) at the designated washing areas, provided no excessive dirt, mud and/or water is to be left thereon. Residents are NOT permitted to do repairs, whether minor or serious, to the vehicles at the designated areas or any area in the Open Carpark Structure.
- 20.1.8 The Management shall not be held responsible or liable in any manner whatsoever for any damage to vehicles or injury or inconvenience (if any) suffered by the

Residents or Guests arising from any of the actions referred to above and where the Residents and/or Guests unlawfully attempts to remove the immobilizer forcefully from the vehicle, the Management shall not be held liable for any property damage or personal injury suffered and arising there from.

- 20.1.9 Notwithstanding the aforesaid, the Management hereby reserves the absolute right to impose a penalty or compound on the Resident or Guests of such sum(s) shall be determined by the Management from time to time for a breach of this House Rule.
- 20.1.10 The Management reserves the right to redesign, revise and/or relocate the Open Carpark Structure and to stipulate from time to time any other terms and conditions relating to the use of the Open Carpark Structure such as flow of traffic, ingress and egress points, etc.
- 20.1.11 Owners/Residents who owe arrears in maintenance charges to the Management are NOT permitted to park their vehicles at the lots provided in the Open Carpark Structure.

## **20.2 Car and/or Motor Cycle Stickers**

- 20.2.1 All Residents must display the official car and/or motor cycle stickers of Permai Villa provided by the Management prominently on the windscreen of their vehicles at all times for easy identification before gaining entry into Permai Villa. Cars and motor cycles without the said official stickers will not be allowed to enter Permai Villa.
- 20.2.2 The official car and/or motor cycle stickers of Permai Villa issued to the Residents is strictly non-transferable. With regards to changes of ownership reason of disposal of the said Parcels by the Owners or change of tenancy by reason of termination or determination of the tenancy agreement, the Residents in occupation of the said Parcels for the time being shall be required to surrender all the car and/or motor cycle stickers issued to the Residents prior to the issuance of new car and/or motor cycle stickers to the new Residents.
- 20.2.3 The Residents who wish to obtain or renew their car and/or motor cycle stickers must apply to the Management supplying the make, model and registration number of their vehicle and Parcel number. The car and/or motor cycle stickers shall be issued after receipt of the required remittance (as determined by the Management) and the surrender of the expired sticker for renewal.
- 20.2.4 A Resident who loses his/her car and/or motor cycle stickers must immediately submit a written report to the Management on the loss of the sticker for the purpose of issuing a replacement sticker.
- 20.2.5 The car and/or motor cycle stickers issued to the Residents for the first time is free. However, a replacement car and/or motor cycle sticker will only be issued by the Management to Residents upon prior receipt of a written report on the loss and subject to payment of a RM20.00 fee per sticker for the first loss. The replacement fee will be increased to RM50.00 for every subsequent loss or such other amount as the Management may determine from time to time.
- 20.2.6 The Management reserves the right to refuse to issue the car and/or motor cycle stickers until all outstanding amounts (including but not limited to management fees, sinking fund, compound, penalty or whatsoever charges) owed by the Resident have

been settled in full.

### **20.3 Open Carpark Structure**

20.3.1 The use of the Open Carpark Structure shall be strictly for use as a car park and Residents are prohibited from using it for any other purpose.

20.3.2 Residents shall NOT park vehicles at unauthorised areas. The Management shall, upon receiving a complaint of such act, give reasonable notice to the Resident to remove the obstrusive vehicle. If Residents fail or refuse to remove the obstrusive vehicle in spite of the notice by the Management, the Management shall proceed to clamp and/or remove the vehicle and all costs and expenses incurred thereto shall become a debt due and owing by the Residents to the Management. The Management reserves the absolute discretion to charge the costs and expenses of clamping and/or removal to the Residents' accounts with the Management.

20.3.3 The Management shall NOT be held responsible for any losses or damages to the offending vehicle during the process of clamping and/or removal

20.3.46 Use of the Open Carpark Structure is at the Residents' own risk.

## **21. Fire Fighting Equipment**

21.1 The fire fighting equipment i.e. hoses and extinguishers shall not be tampered with or used other than for fire fighting.

21.2 Residents caught stealing or tampering with the fire fighting equipment shall pay for the loss or damages to the equipment, failing which the Management reserves the absolute discretion to lodge a police report on the theft or tampering of the equipment, or charge to the Resident's account with the Management for the costs of replacement or repair to the damaged equipment.

21.3 Fire escape route, i.e. common corridors and staircases, at every floor must always be free from obstruction or blockage.

21.4 Residents are encouraged to buy and install portable fire extinguishers in their own Parcels.

21.5 Residents are encouraged to buy individual personal belongings insurance policy for their own Parcels as this is not covered in the Master Fire Policy.

## **22. Central Mail Boxes**

22.1 Each individual Parcel will be provided with a mail box. In the interest of security, privacy and strict confidentiality, the Management does not retain a master key or any extra set of master key to the mail boxes and/or the mail box room. The Residents are advised to purchase a reliable pad lock to secure their respective mail boxes and should keep the key(s) with extra care.

22.2 Residents who cause damage to the mail boxes, whether intentionally or otherwise, shall be liable to fully pay the costs of repair and/or replacement as incurred by the Management. The Management reserves the sole discretion to charge to the

Residents' accounts with the Management the costs of repair and/or replacement.

### **23. Maintenance of Image of Permai Villa**

- 23.1 For the purpose of maintaining the image of Permai Villa, the Residents agree that the exterior façade of Permai Villa shall represent a uniform appearance and that no projections shall be extended through any wall, door or window openings. Residents shall not remove any fire rated doors.
- 23.2 The Residents shall not cause any window grilles, laman grilles or any grilles whatsoever to be installed on any exterior part of the said Parcels and/or of the said Building.
- 23.3 The Resident shall not place any signboard, show board, bunting, name bill, placard, brooms, mops, cartons, posters illuminations or other means of visual communication and/or advertising or notice of any description upon any external parts of the said Parcels and/or the Building, or in any of the windows, doors or passages that can be viewed from the outside of the Parcels. However, Residents are permitted to place "For Sale/To Let" signs on the external parts of the Parcels PROVIDED prior written consent of the Management is first obtained (which consent may be withheld at the Management's sole discretion) and subject to conditions to be complied with by Residents.
- 23.4 The Residents shall not hang or place any items whatsoever in Permai Villa that can be viewed from outside of the said Parcels or Common Property. In particular, such textile items shall not be hung from poles, which protrude the windows or balconies of the said Parcels.
- 23.5 The Residents of the penthouse units shall not erect or cause or suffer to be erected, any structure, permanent or otherwise, on the roof terrace of the said Building, the fire escape routes/exits, or lift motor room.
- 23.6 The Resident shall not attach or hang from the exterior of walls or allow to protrude through walls, windows and balconies or roofs, any radio, television antennas or satellite dishes or such similar equipment without the prior written consent from the Management (which consent may be withheld at the Managements' sole discretion).
- 23.7 The Management has the sole discretion to decide from time to time on various operators of telecommunication services and to allow the designated space(s) or area(s) within Permai Villa for the installation of the antennas, telecommunication and other information technology equipment. The Residents shall co-operate and allow the Management by prior appointment, to enter into the said Parcels for the purpose of installing or repairing such antennas and other information technology equipment, whenever necessary.
- 23.8 Only stainless steel or 100% non-rust material nails, screws or any similar fasteners if permitted, shall be used at the external surface of the said Building to prevent staining of the exterior of the said Building.
- 23.9 The Residents and their contractors are NOT allowed to utilize or tap water or electricity supply from any part or parts of the Common Property of Permai Villa.
- 23.10 All furniture and equipment placed and/or installed by the Management in the Common Property (if any) have been provided for the safety, comfort and convenience of all Residents and the Residents therefore shall not damage, remove

or alter such furniture and equipment without permission from the Management.

23.11 The Residents shall be responsible for the upkeep and maintenance of the exterior of their respective Parcels (including but without limitation to finishes on walls, ceilings, floors and interior decorations), the fixtures and fittings therein including drains, sewer, pipes, cables, ducts and all other facilities and installation which are within the boundaries of the said Parcels and which are not used or not capable of being used in common by all of the other Residents of Permai Villa.

23.12 The Management reserves the right to dismantle/remove any unauthorised fixtures and fittings put up by Residents and the costs incurred thereto shall be absolutely borne by the Residents. The Management reserves the sole discretion to charge to the Residents' accounts with the Management the costs of dismantling/removal.

## **24. Funeral and Bereavement**

24.1 The Residents shall not hold any funeral service and bereavement arrangements in the said Parcels or any parts of Permai Villa without the prior approval from the Management. The Management shall designate such a place as it deems fit for such purpose.

24.2 Without prejudice to Rule 24.1, non-Muslim residents are permitted to use the community hall to conduct wakes for the deceased's family members provided prior written consent of the Management is first obtained (which consent may be withheld at the Management's sole discretion) and subject to conditions to be complied with the affected Residents.

## **25. Refuse Disposal**

25.1 Residents SHALL sort out and separate wastes into the following categories before disposing of them:

- a) domestic wastes – fish, meat, vegetables, etc;
- b) bulky wastes – old/discarded furniture, damaged refrigerators and TV sets, soiled mattresses, etc;
- c) heavy wastes – construction or renovation debris such as broken tiles, unused cement, packing materials, etc;
- d) toxic wastes – paints, epoxy, thinners, asbestos, etc.

25.2 Residents shall only pack and dispose domestic wastes in non-porous, double-layer polythene (plastic) bags and place them properly in the refuse receptacles located in the designated refuse chambers located within the Building. Residents must ensure wet domestic wastes are thoroughly drained of any liquids before leaving their Parcels and to take care there is no dripping of liquids on the floors.

25.3 Residents shall properly shut the doors to refuse chambers after disposing the domestic wastes to prevent pest infestation.

35.4 Residents shall not dispose domestic wastes through the down pipes, sinks, basins or water closets to prevent clogging.

- 25.5 Residents shall clean and clear any objects that accumulate, or are trapped, at the grating of floor traps in the toilets or wash areas to prevent clogging.
- 25.6 Residents shall engage professional waste removers, at their own costs and expenses, to remove :
- i) all bulky, heavy and toxic wastes from their Parcels and corridors and staircases surrounding their Parcels, and dispose of these wastes outside the Building; and
  - ii) non-domestic wastes which require special chemical treatment for disposal purpose.
- 25.7 Residents can contact the Management on the proper disposal of bulky, heavy and toxic wastes prior to engaging the professional waste removers.
- 25.8 Residents shall NOT burn wastes in their Parcels or in the open areas within the Building.

## **26. Renovation**

### **26.1 Uniformity of Façade of Building**

26.1 To maintain the uniformity of façade of the Building, Owners shall NOT carry out any renovation/alteration/installation works involving changes to the exterior façade of the Building without obtaining the prior written consent of the Management (which consent may be withheld at the Managements' sole discretion) and subject to conditions to be complied with by Owners.

### **26.2 Written Consent from Management**

26.2.1 Owners wishing to carry out renovation works must inform the Management in writing and obtain written consent at least one (1) week prior to commencement of any fitting-out, electrical, plumbing and/or renovation works of any type whatsoever, including any removal or delivery of materials in connection therewith (hereinafter called "Renovation Works").

26.2.2 In order for the Management to decide whether to grant written consent the Owners shall provide the following information to the Management:

- a) Renovation deposit, the sum of which shall be advised by the Management;
- b) Proposed renovation plans and sketches;
- c) Details such as Commencement Date; Completion Date;
- d) Contractor's Insurance Coverage; and
- e) such other details/information as requested by the Management;

26.2.3 If Owners carry out Renovation Works without first obtaining the written consent of the Management, or fails to comply with the conditions imposed by the Management, or fails to obtain the written approval of the Authorities under Rule 26.3 below, the Management has the sole and absolute discretion to stop the Renovation Works , or stop the contractors from entering the Building, until such time as the Owners have obtained the requisite consent/approval or complied fully with the said conditions. Owners/Residents shall be fully liable for all costs/losses incurred as a result of the said stoppage.

### **26.3 Approval from Authorities prior to Renovation**

- 26.3.1 In addition to the Management Consent under Rule 26.2 above, Owners shall also obtain approvals or permits from the Authorities prior to commencement of Renovation Works.
- 26.3.2 Owner shall fully comply with all laws, rules, regulation, bye-laws and guidelines in connection with the approvals or permits issued by the Authorities in respect of Renovation Works. Owners shall also ensure that Contractors, its agents or servants shall also fully comply with the same.
- 26.3.3 Owners are only permitted to commence Renovation Works after they have:
- a) Given the Management a copy of the said approval or permit; and
  - b) Furnished written proof that they have fully complied with all conditions precedent attached to the said approval or permit.

### **26.4 Working Hours**

- 26.4.1 Renovation Works are restricted to the following days and hours :-  
Monday to Friday: 9 am to 5 pm; or  
Such other hours as shall be determined by the Management from time to time so as not to disturb or affect the peaceful enjoyment of Permai Villa by the Residents
- 26.4.2 Construction workers must leave the Parcels exactly at 5 pm from Monday to Friday.
- 26.4.3 Construction workers are NOT permitted to stay overnight whether inside or outside the Building.
- 26.4.4 Owner and contractors must inform the Management of their work schedules, which shall be placed on the notice board for the information of Residents.
- 26.4.5 The Management shall be entitled during and throughout working hours to carry out inspections to ensure compliance by Owners and Contractors with terms and conditions attached to the Management's Consent under Rule 26.2 or the Authorities' Approval under Rule 26.3.

### **26.5 Deposit and Charges**

- 26.5.1 Owners shall pay a renovation deposit of RM1,000.00, in cash, cheque or bank draft, before commencing Renovation Works.
- 26.5.2 Depending on the extent of Renovation Works, the Management reserves the absolute right to request for an additional deposit and the Owners shall immediately provide the additional deposit before commencing Renovation Works.
- 26.5.3 The Management is authorized by Owners to deduct from the Renovation Deposit such sum(s) for the costs of cleaning and/or removal of construction debris, rubbish and unwanted materials and/or repairing damages left or caused by the Owners' contractors or workers. The deposit less deductions for the said costs, if any, will be refunded to the Owners, free of interest. If the cleaning up costs and damages exceed the Deposit, the Owners shall be liable for any additional amount and shall forthwith pay such amount to the Management, failing which it shall be deemed a debt due and

owing to the Management.

- 26.5.4 If the Management has to consult any consultants for their professional opinion or advice in respect of the Renovation Works, the Owners shall forthwith pay the consultants' fees for the opinion or advice rendered and a further amount as determined by the Management as agreed administrative fees from time to time depending on the extent of Renovation Works, failing which it shall be deemed a debt due and owing to the Management.

## **26.6 Registration and Conduct of Contractors, etc**

- 26.6.1 Contractors, sub-contractors, consultants, suppliers, and workers hired or employed in respect of Renovation Works must register themselves with the security guards at the guard house and wear their identification passes at all times while in the Building. Security guards have the authority to question any person found without the pass in the Building and appropriate action taken against him.
- 26.6.2 Any contractor, sub-contractors, consultants, suppliers, and workers found behaving in a manner unacceptable to the Management or security guards shall be refused entry to the Building and the Owners shall be held fully responsible and liable for any losses or damages resulting from such behaviour.
- 26.6.3 Owners shall be fully responsible for the behaviour and discipline of all persons working on the Renovation Works. The Management is entitled to require the Owners to remove from the Building or Parcel any person who, in the Management's opinion, misbehaves or misconducts himself and/or causes a nuisance to the Residents.
- 26.6.4 Owners must take or cause the Contractors to take all appropriate insurance coverage prior to commencement of Renovation Works.

## **26.7 Negligence of Contractors**

- 26.7.1 Any damages howsoever caused to any part of the Building, including but not limited to footpath pavers, kerbs, streets, plants and landscape, as a result of the undertaking of Renovation Works by Contractors, whether due to the act, omission, default or negligence of Contractors, its servants or agents, shall be solely restored by Owners at their own cost.
- 26.7.2 The Management may request Owners to execute and deliver a letter of indemnity in favour of the Management, in form and substance acceptable to the Management, to indemnify the Management against all claims, demands, proceedings, losses, damages, liabilities, costs, and expenses whatsoever arising out of or in relation to any act, omission, default or negligence committed by Contractors, its servants or agents. The Management may also request a similar letter of indemnity from each and every contractor at the parcel before allowing them to commence Renovation Works at the relevant parcel.

## **26.8 Practical Completion of Renovation Works & Refund of Renovation Deposit**

- 26.8.1 Owners shall notify the Management in writing upon practical completion of Renovation Works on the Parcels. Owners shall furnish proof of practical completion

such as certificate of fitness of occupation, if required, and completion certificates from consultants or contractors.

- 26.8.2 If the Management considers that rectification works are required to the Parcels, Owners shall proceed to rectify these parts at their own costs within seven (7) days from date of notification by the Management, failing which the Management may carry out the rectification works directly and recover costs incurred thereto directly from the Renovation Deposit, or otherwise directly from Owners if the Renovation Deposit is insufficient, or enforcing the indemnity by Owners under Rule 26.7 above.
- 26.8.3 Upon practical completion of Renovation Works as certified by Contractors/consultants and the relevant Authority, if required, and after due inspection by the Management, the Management shall, subject to Owners having fully complied with all guidelines, terms and conditions attached to the Management's consent and Authority's approval, and having completed all rectification works to the satisfaction of the Management, refund the Renovation Deposit less any amount due and owing to the Management, if any, and subject further to there being no damage to the Building or other Parcels and/or breach of any guidelines, terms and/or conditions by Owners.
- 26.8.4 Without prejudice to any other rights and remedies of the Management, the Management reserves the absolute right to utilize the Renovation Deposit, in whole or in part, to rectify any damages caused to any part of the Building or to adjacent Parcels, or to make good any faulty renovations as it deems fit, or to remedy any breach of guidelines, terms and/or conditions by Owners or Contractors (and its agents or servants).

If the Renovation Deposit shall be insufficient to reimburse the costs of rectification, Owners shall pay such additional moneys by the Management within seven (7) days from notification by the Management, failing which the Management is entitled to enforce any and all legal remedies provided in the Rules against Owners.

## **26.9 Removal of Rubbish, Debris, etc**

- 26.9.1 All rubbish, debris and unwanted materials shall be regularly and properly removed from the Parcels by Contractors on DAILY basis so that at all times the Parcels under renovation are maintained in a clean, tidy and habitable condition to the satisfaction of the Management.
- 26.9.2 Upon practical completion of Renovation Works, Owners shall ensure and responsible for cleaning away and removing from the Parcels or anywhere in the vicinity of the Parcels all rubbish, debris and unwanted materials and leave the Parcels in a clean, tidy and habitable condition to the satisfaction of the Management.

## **26.10 Installation of Air-Conditioners and Compressors**

- 26.10.1 Owners who wish to install air-conditioners and compressors at their Parcels must first obtain the written consent of the Management (which consent may be withheld at the Management's sole discretion) and deposit RM500.00, either in cash, cheque or bank draft, as installation deposit. Tenants/Lesseees are NOT permitted to

install air-conditioners and compressors at their Parcels.

- 26.10.2 Owners shall place and install compressors for air-conditioners in a manner approved by the Management at the designated area (hereinafter called “a/c compressor ledge area”) and ensure that pipes shall be concealed or painted as approved by the Management. All brackets and screws must be of stainless steel and/or made of 100% non-rust material and painted in white with one (1) coat of etched primer and two (2) coats of glossy finish or such other finishes as the Management may determine from time to time. The Management will, at the request of Owners, provide Owners with a plan indicating the proposed/recommended location for the a/c compressor ledge area.
- 26.10.3 Owners shall ensure that the a/c compressor ledge area SHALL ONLY be used to place and install air-conditioner compressors and shall not cover or seal off the same for any other purpose, in default of which the Management may upon giving 48 hours notice in writing to Owners, proceed to remove such structure and the costs incurred thereof shall be solely borne by Owners and shall be deemed a debt due and owing from Owners to the Management.
- 26.10.4 Owners shall at their own costs and expenses be responsible for the cleanliness, maintenance and upkeep of the a/c compressor ledge area and shall not hold the Management responsible for any damage or loss to the air-conditioner compressor.
- 26.10.5 The Management reserves the right to remove or cause Owners of the Parcels to remove any air-conditioning equipment (or any other items) that are installed in the Common Property or any part thereof that is contrary to the Rules, bye-laws or requirements imposed by Authorities at the Owners’ own costs.

## **27. Insurance**

- 27.1 The Residents are responsible for loss or damage to their personal belongings and valuables. To preserve their personal belongings, all Residents are advised to take out appropriate insurance policies against theft, fire, vandalism, damage caused by leaks from other units and power surges for public liability. The Residents are also advised to use surge protectors/suppressors and/or voltage regulators for sensitive electrical/electronic equipment (e.g. audio visual system, computers, etc.) as the Management takes no responsibility for such damage.
- 27.2 The Residents shall not do anything which may affect or invalidate any of the master insurance policy of the said Building which includes damage to the insurance of the said Parcels, its floors, walls and damages by fire. The Residents shall pay their respective proportionate share of premium under the master insurance policy annually.

## **28. Indemnity**

- 28.1 The Residents shall fully indemnify and keep indemnified the Management for any breach of these House Rules against all actions, losses, proceedings, claims, costs (including costs on a Solicitor and Client basis), expenses and demands arising from,

or in connection with or incidental thereto and in respect of any injury to the person or damage to property of the employees, agents, licensees, invitees of the Management, other Residents and/or all other persons while in the said Parcels or Common Property, save and except where such injury to the person or damage to property is caused by the negligence of the Management, the employees, agents, licensees, invitees of the Management, other Residents and/or all other persons while in the said Parcels or Common Property.

## **29. Special Notes**

- 29.1 The Management, its agents and/or servants shall not be liable in any manner whatsoever for loss or damage to any person, personal belongings or property, or injury or death of any person in Permai Villa unless such loss or damage to the person, personal belongings or property, or injury or death was caused by the negligence of the Management, its agents and/or servants.
- 29.2 The Rules set out herein shall be in addition to, but not in diminution of, the terms and conditions, stipulations or restrictions set out in the Sale and Purchase Agreement, the Deed of Mutual Covenant and the Act and Schedules thereto. If there is any conflict or inconsistency between the Rules and the Act, the Act shall prevail.
- 29.3 The Management reserves the absolute right to add or to remove or substitute any of the Facilities from time to time as it deems fit and in particular, where such Facilities are rarely used by Residents or are abandoned.
- 29.4 The Management reserves the absolute right to amend, vary or change any or all of the above House Rules from time to time as it deems necessary or expedient without prior notice or warning, whenever such amendments, alterations, variations or changes are required to regulate the use of the Parcels, Common Property, Facilities and/or Building, or to comply with requirements imposed by the Authorities.
- 29.5 The Management shall inform Owners/Residents of amendments or changes, if any, to the Rules and current developments regarding the Parcels, Common Property, Facilities and/or Building by placing written notices in the mail boxes. Owners/Residents are advised to look into their mail boxes on a daily basis for such notices.
- 29.6 The Rules are prepared in both Bahasa Melayu and English Language versions. If there is any conflict or inconsistency between the two versions, the English Language version shall prevail.
- 29.7 Owners/Residents are strictly advised to observe and comply with all laws, bye-laws and Rules governing the use of the Parcels, Common Property, Facilities and /or Building.

- 29.8 The Management reserves the absolute right to impose fines or penalties on Owners/Residents as it deems fit if there is any breach of the laws, bye-laws and Rules by the Owners/Residents and/or their Guests together with the right to deny any Owner/Resident the use of all or any of the Facilities in the Building..

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