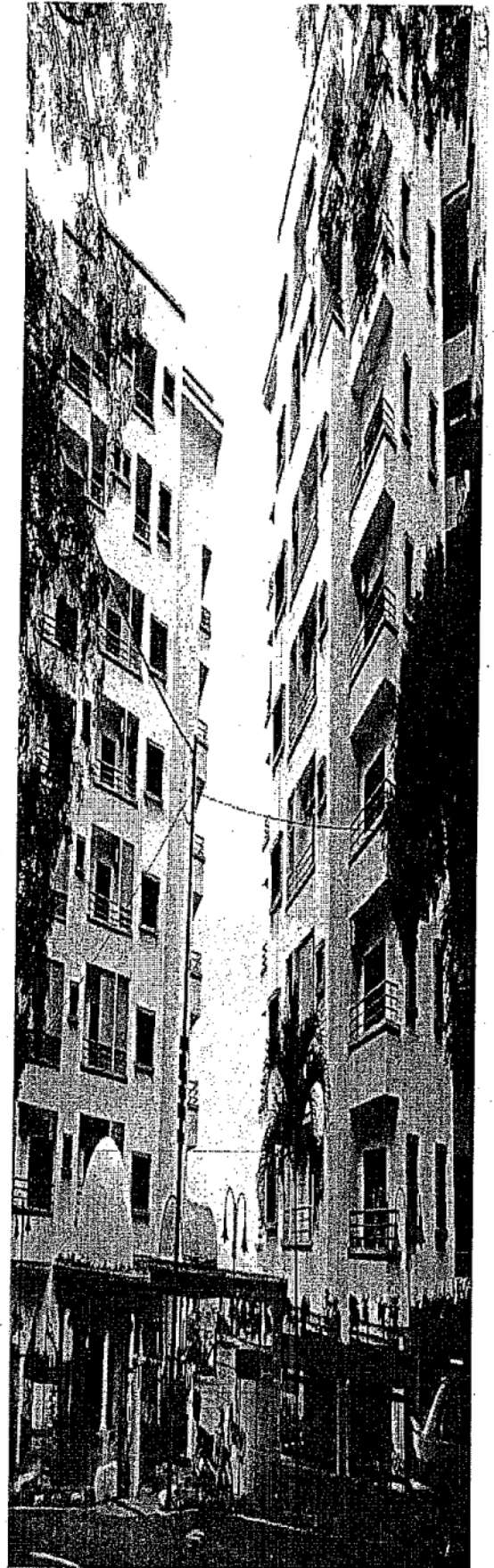




BY-LAWS OF CONTESSA CONDOMINIUM



House Rules version 1/2015 was approved & adopted in 6th AGM 26.04.2015. The same also was approved and adopted as this enforced By-Laws in 7th AGM 24.04.2016.

CONTESSA CONDOMINIUM BY-LAWS

Rule 1 - Residential purpose

An apartment shall be used only for residential purposes and shall not be used for business or any other purposes (illegal or otherwise) that may be injurious to the reputation of the condominium

The residents of a unit shall use the said unit strictly for dwelling purposes only and it may not be used for any other purposes whatsoever other than as a private residence.

The Resident shall not allow the unit to be used as a:

- Workshop/warehouse
- Laboratory
- Hostel / Dormitory
- Gambling and vice den
- Any other and all activities that may cause annoyance and nuisance to other residents.

The Management reserves the right to investigate and inform the relevant authorities and allow them to check on any Unit being used for unlawful purposes and to take action on any person involved in such activities.

Rule 2 - Management service fees, sinking fund and any other charges

Owners shall pay the maintenance service fee, sinking fund fee, fire insurance premium, quit rent, water supply and any other charges as stated in the invoice to the Management on or within fourteen (14) days from the due date, failing which the Management will take the following actions:-

Late Payment Charge

A late payment charge of 10% per annum is chargeable for payment received after the lapse of 14 days from the due date. Any arrears or charges that remain unpaid after one quarter shall be deemed as a default in payment.

Display of Defaulters' List

A Defaulters' List showing names of defaulters and their unit numbers shall be displayed at Contessa Condominium Notice Boards and Contessa website in the "Owners" section.

Legal Proceeding for Recovery of Arrears

If the sum still remains unpaid after subsequent reminders are given, legal proceedings shall commence to recover the outstanding sum including late payment charge and the cost of such legal proceedings shall be borne by the Defaulter.

The Management shall also take the following actions deemed necessary for recovery of arrears:

Prohibition from the Use of Common Facilities

A defaulter shall be prohibited from using the Common Facilities.

Prohibition from Application to Rent Car Park Bay

A defaulter shall be prohibited from making an application for rental of car park bay.

Warrant of Attachment

Issuance of Warrant of Attachment, in accordance with the Strata Management Act 2013 (Act 757) may be obtained against the defaulters.

Rule 3 - To furnish particulars of all residents

The owner must notify the Management when the unit is tenanted. The owner shall furnish the Management with complete details of the tenancy. All residents, whether owner or tenant, shall ensure that the resident's information sheet is submitted to the Management. The resident shall ensure that all particulars are kept up to date and that the Management is kept informed of any changes. Any owner who wishes to appoint an agent to represent shall provide complete details of the agent to the Management such as his/her name, company, address and contact number.

The Management reserves the right to refuse entry to any unregistered occupants.

Rule 4 - Transfer of Tenant's rights

If a condominium unit is leased or rented out, the entitlement to the use of the common areas and the facilities is automatically transferred to the lessee and the owner is no longer entitled to use these facilities for the duration of the lease. This includes the parking bay(s) previously used by the Owner and the car park stickers have to be returned to the Management. The Management shall issue new car park stickers following the instruction given by the Owner of whose Tenant is using the said parking bay(s).

Rule 5 – Change of Ownership

In the event of a change of ownership (through sales & Purchase Agreement) of a parcel, it is the responsibility of the incumbent/current Owner to inform the Management and to settle all outstanding prior to transfer.

It is also the responsibility of the new purchaser to write to the Management to seek clearance or notification of any amount that remains unpaid by the previous owners to the Management before taking possession of the said property.

Rule 6 - New Residents' responsibilities

All new residents shall be required to abide and sign on the approved House Rules before moving-in.

Rule 7 - Conduct

All persons in the Parcel shall at all times conduct themselves in a manner which shall not constitute a nuisance or cause annoyance to other persons.

Rule 8 - Noise Restriction

Every resident shall, at all times, conduct himself/herself in such manner as will not cause any nuisance or inconvenience to other residents and guests. Excessive noise, indecency, immoral, unruly or offensive behaviour shall not be permitted.

Radio, T.V., Hi-Fi system or other musical instruments shall not be operated at such volume as to interfere with the peaceful enjoyment to the other residents in and outside the unit.

All residents are requested not to sound their car horns unnecessarily so as to cause disturbance or annoyance to other residents in the condominium.

Rule 9 - Renovation approval

Residents are not permitted to alter, modify and renovate the units and/or any part of the said building without prior written consent from the Relevant Authorities (where applicable) and the Management. Such works include but are not limited to:

- Changes to the exterior which will affect the façade of the building which include the colour scheme and any other fixtures. The fixing of iron grilles shall follow the design approved by the management.
- Structural and material alterations.
- Installation of any air-conditioning units that could alter the building facade.
- Usage of high voltage electrical equipment.
- Installation of burglar alarms requires a contact number to be furnished to the management in case of an emergency.

Any alterations, modification and renovation works to be carried out to the Unit and the Building are subject to the rules and regulations contained in the **Renovation Procedures (Appendix 1)**

The Management reserves the right to remedy any unapproved alterations at the Owner's cost after due notice has been issued.

Rule 10 - Repairs

Repairs can only be done to the internal walls and subject to the prior written approval of the Management.

Refer to Appendix 1

Rule 11 - No structural changes

No renovation involving structural changes to the unit is allowed.

Refer to Appendix 1

Rule 12 - Antennae & Satellite Dishes

No radio television antennae and satellite dishes shall be attached or hung from the exterior walls or be allowed to protrude through walls, windows, lanais or roofs.

The Management reserves the right to remedy any unapproved alterations at the Owner's cost after due notice has been issued.

Rule 13 - Obstruction

Residents are not permitted to throw rubbish and any objects out of the windows, doors or balconies onto the common areas. Dusting and cleaning of personal items from windows, balconies, stairways, corridors, fire escape areas & common areas are not permitted. Additional care must be taken when cleaning areas adjoining the external walls to prevent water from running down the exterior of the building or into the neighbour's units.

Emergency staircases shall be kept unobstructed.

Rule 14 - Refuse disposal

All residents shall ensure that their refuse or rubbish be wrapped properly and taken into the refuse chamber located on each floor or refuse bins provided in or outside of the Condominium. No rubbish, rags, or any other refuse shall be permitted to be thrown through the doors or windows of the premises or left at the common areas. Sorting of waste is implemented in the Condominium; Residents shall ensure that their refuse or rubbish are correctly placed in the proper bins.

Heavy or bulky objects must be placed in the designated refuse chamber located in the Main Refuse Room of the Condominium. Rubbish must be in plastic bags to be collected by the Refuse Contractor.

All residents using the refuse chamber/rooms must ensure that the doors are closed after use to prevent smell and control of pests.

Rule 15 - Combustible substances

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

Rule 16 - Plants

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

Rule 17 - Untidy Appearances

Brooms, mops, cartons, notices, advertisements, posters, illuminations or other means of visual communication shall not be placed on balconies, windows, doors or passages so as to be visible from the outside of the unit.

Rule 18 - Hanging of clothes

Textile items such as clothes, towels and linen shall not be hung or placed in any area so as to be in view from the outside of the premises. In particular, such textile items shall not be hung from poles which protrude through the balconies, windows, lanais or roofs of the unit.

Rule 19 - Obstruction to passageways

No furniture or objects of any kind shall be placed, stored or maintained in any common corridor, fire exit, hall, lobby, stairway, walkway, ground or other part of the Common Property.

With due notice given, the Management reserves the right to remove objects at Owner's cost.

Rule 20 - Bicycles, tricycles, etc

Bicycles, tricycles, children's riding toys, roller skates, skateboards and the like may not be ridden on, used or left in any common corridor, hall, lobby, landings or any part of the Common Property not intended for such use.

Rule 21 - Not to alter or remove

Furniture, furnishings, landscaping features, flowers plants, trees and other property located in the Common property shall not be altered or removed from their locations.

Rule 22 - Fire fighting equipment

Fire-fighting equipment must not be tampered with.

Rule 23 - Moving In & Out

All moves must be scheduled in advance through the Management office. The move in/move out form should be submitted to the office at least 7 days in advance.

A security deposit of RM300.00 shall be held by the Management office. The security deposit shall be refunded if there are no damages, defacement to any part of the building as common property after inspection by the Management staff.

Professional Movers may be scheduled from Monday to Friday, between 9am to 5pm and 9am to 1pm on Saturdays. The personnel assigned should complete the moving in/move out form within the specified hours. No moving in/out will be allowed on Sundays and Public Holidays unless with prior written consent from the Management. A nominal fee of RM100.00 shall be charged for supervision on Sundays and Public Holidays.

Crates, cartons and any other material should not be disposed of into the refuse chamber or left alongside the chamber. Any charges incurred by the Management office in removing these materials will be deducted from the security deposit.

Rule 24 - Damage to Common property

Residents shall be liable for all costs and expenses incurred by or on behalf of the vendor to repair, replace or restore any damage or destruction of the common property or any part thereof where such damage to or destruction is caused by or contributed to by the resident and/or his guest(s).

Rule 25 - Exterior improvements, landscaping

For the purpose of maintaining the image of the condominium, the exterior facade of the condominium shall represent a uniform appearance. As such, no resident shall allow any projections to extend through any door or window openings. No shade, awning or grille shall be used except those designs approved by the Management and these should be fixed within the internal faces of the premises only.

With due notice issued, the Management reserves the right to remove any unauthorized installation and any cost incurred shall be borne by the Owner.

Rule 26 - Car Parking

A designated car park lot has been provided for exclusive and private use of each resident.

Residents are not permitted to park the car in any other lot or areas other than the designated lot without the written permission of the Owners.

Cars shall at all times be parked properly in the said lot within the designated area.

The resident who finds his designated car park lot having been wrongfully occupied by another car shall report to the security guards and/or Management so that appropriate action may be taken against the offender.

Any cars parked in the areas other than the designated car park lot will be towed away at the car owner's expense without prior warning or pay a minimum fee of **RM100.00 per day** for the removal of the wheel clamp. Any damage caused will be the responsibility of the car owner.

The Management or their staff or agents shall not be responsible or liable in any way whatsoever for any theft, damage, loss or injury suffered as a result of or in any way related to the use of the parking lots.

Overnight Parking:

Overnight parking application is strictly for visitor use only. The residents of Contessa Condominium shall submit a prescribed form obtained from the Management Office to apply for overnight parking. Such application must be submitted together with a fee decided by the Management which is stated in the application form.

Due to limited number of visitor parking lots, each unit is entitled to apply for only one (1) visitor parking lot for a maximum of 2 nights.

Rule 27 - Residents car stickers

A non-transferable car sticker shall be provided for each car park lot and the same shall be displayed prominently on the windscreen of the car at all times for identification.

A resident who wishes to renew a car park sticker shall apply to the Management furnishing particulars as stipulated in the car sticker application form. A fee is chargeable subject to approval from Management Council for the sticker and administrative fee.

The loss of any car park sticker must be reported immediately to the Management, a new sticker may be issued at an additional cost of not more than RM30.00 for first loss and subsequent loss shall be charged RM50.00.

Cars without the car park stickers shall not be allowed to enter the Condominium.

Rule 28 - Car parking bays

No major repairs may be made to any vehicle parked within the Condominium. A major repair means one that involves excessive noise or spillage of oil. Car parking bays shall be used for the parking of passenger car(s) only.

Rule 29 - Parking system

The resident shall accept and submit to the decision and authority of the Management in matters concerning:

- i) the flow of traffic within the parking areas and the exit and ingress points;
- ii) the manner of parking his/her car.

Rule 30 - Car washing bay

Cars shall only be washed at a specially designated area reserved for this purpose. Only car polishing is permitted on the resident's car parking bay provided that no excessive dirt, mud or water is left behind.

Rule 31 – Car obstruction

No car shall be parked in any parking bay so as to interfere with the right of access or egress to adjacent parking bays or the adjacent roadway(s).

Waiting cars in the porch are allowed with a driver for not more than 10 minutes.

Rule 32 - Interference of Management duties

There shall be no interference with the Management's discharge of duties nor shall instructions be issued to the Management save and except the residents may lodge any legitimate complaint to the Management.

Rule 33 - Damage or loss in usage of parking bay

Without prejudice to the generality of Rules hereof the Management shall not be responsible or liable in any way whatsoever for any damage or loss suffered by any resident, his servants, agent and/or licensee however arising as a result of or in any way relating to his use of a car parking bay, unless caused by deliberate act, negligence or omission.

Rule 34 - Guests

Residents are responsible in ensuring that their guests and visitors comply with the House Rules and any other rules and regulations, and that their behaviour is not offensive to other residents. The residents shall be liable for any damage caused by their guests and visitors.

Guests of the resident(s) shall only be permitted into the condominium after the security guards have confirmed with the resident(s) the identity of such guests. All the guests of the residents shall be required to provide their particulars to the security guard before being permitted entry into the Condominium and/or units.

Residents may inform the security guards their likely guests by furnishing relevant details before hand so as to expedite screening procedure of their guests.

Rule 35 - Facilities used by guest

Guests are to be accompanied by the residents at all times when using common facilities.

Rule 36 - Identification

The Management or anyone authorised by it may require any person in any common area to identify him or her. Management reserves the right to refuse entry to any unauthorised persons.

Rule 37 - Pets

No pet animals, livestock or other animals whatsoever shall be allowed or kept in any part of the Condominium. Visitors shall not be permitted to bring any such pets or livestock into the Condominium.

The Management reserves the right to remove any pet animals or livestock found within the Condominium at the resident's expense after due notice has been issued.

Rule 38 - Breach of the rules

Any breach of the House Rules by a Resident, his family members, guests, visitors, servants, agents and licensees shall be deemed to be a breach thereof by the Resident concerned who shall be fully liable to the Management for any ensuing damages.

A resident shall be fully liable to the Management Corporation on demand against all such losses and damages suffered by his tenants, family members, guests, visitors, servants, agents and licensees.

Fines & Penalties

The Management shall be entitled to levy fines in respect of any breach of these House Rules committed by any person subject to approval of the Management Corporation.

Rule 39 - Parties and Functions

Private parties or functions are limited to the areas as designated by the Management.

The Management reserves the right to close the pool whenever it deems fit with due notice issued to residents.

All private parties and functions should not exceed 12 midnight whether in one's unit or by the pool. However residents must fully comply with Clauses 7 & 8.

A minimum fee of RM220.00 to be determined from time to time by the Management will be imposed on private parties held on common areas to supplement the additional usage of utilities by guests.

The poolside areas or multipurpose hall may be used by resident for functions and parties from time to time subject to prior written approval from the Management. A resident with an intention to hold a function/party at the poolside/multipurpose hall shall submit his/her written application to the Management seven (7) days before the said functions, the date and time of the function and the name of the caterer etc. for the management's consideration. The Management reserves the right to approve or turn down any application without having to assign any reasons whatsoever.

Rule 40 - Elevators

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

Smoking in the elevators is strictly prohibited.

No persons shall be allowed to tamper with any of the elevator controls in such a manner as to prevent the proper functioning of the elevators.

In the event of power failure or fire or other emergencies, residents must not use the elevators but should use the stairways to evacuate.

Residents must inform the Management of any shifting of heavy or bulky items using the elevators at least 24 hours in advance so that proper arrangement can be made to avoid causing any inconvenience to the other residents.

Rule 41 – In the event of demise/death

In the event of a demise/death in the Condominium, Residents are advised to seek the services of funeral parlours/firms providing such services.

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

Rule 42 – Mail boxes

The resident shall be allocated mailbox and they shall be responsible for the collection of mail or other material deposited by the postal delivery services or the Management.

The Management shall not be liable for loss of mail or any material deposited in the box/boxes due to unauthorized access, theft or whatsoever.

If the mailbox is vandalized or damaged through improper use the resident shall be responsible to repair or replace the mailbox. The resident is responsible for maintaining the mailbox in good working order and condition.

Rule 43 - Repairs within each unit

Maintenance of fixtures, fittings and furnishings within each unit is the sole responsibility of the residents.

Rule 44 - Amendments and Alterations to House Rules

The Management may from time to time introduce new rules or amend any of the House Rules as it may deem necessary subject to approval by the AGM or EGM.

Fees, charges, penalties and times indicated in these By-laws are subject to change with prior notice given.

Appendix 1

RENOVATION PROCEDURES

1. Renovation Approval

- a) Residents must ensure that all renovation works comply with the prevailing Acts, By-laws and Regulations imposed by the relevant authorities. The resident must obtain the requisite approval from the relevant authorities and submit a copy of the approval to the Management for consideration before commencing the renovation works.
- b) Residents must submit the proposed renovation plans to the Management for comments and approval at least seven (7) days prior to the commencement of the renovation works.

2. Renovation Deposit and Refund

- a) Residents are required to pay a minimum **deposit of RM5000.00** or such sum determined by the Management to cover any damages caused during the renovation works or for non-compliance of the conditions stated herein. The deposit will be refunded free of interest upon the completion of the renovation works according to the approved plans and to the Management's satisfaction and upon due compliance with all the terms therein. Deduction will be made for any damages caused to the common property and / or any cleaning work necessary to be carried out.
- b) The resident shall at his own costs within fourteen (14) days of receipt of a notice of demand from the Management rectify all damages to the Building or common property caused by the Resident, his employees, agents or contractors. Failing which the Management shall have the right but not the obligation to rectify the damage at the expense of the Resident.
- c) The expenses incurred shall be deducted from the renovation deposit. If the renovation deposit is insufficient to pay for the costs incurred, the resident shall within seven (7) days upon receipt of a notice from the Management pay to the Management the sums due failing which the resident shall pay to the Management interest at the rate of 10% per annum (or at any to be determined by the Management) from the due date until the date of actual payment.
- d) The resident or his contractor must keep the building and common area clean and tidy. The resident or his contractor is responsible for the removal of all renovation debris out of the building premises on a daily basis. In the event of default by the Resident, the Management shall have the right but not the obligation to carry out the same and any costs incurred thereby shall be deducted from the Resident's deposit.
- e) Upon completion of the renovation works, the Resident must inform the Management in writing requesting for a joint inspection of the premises.
- f) The Management will refund the renovation deposit to the Resident after confirmation that there is no damage or breach of the Resident's obligations or the damage and/ or breach above has been made good or such repairs have been carried out and paid for.
- g) The refund will be made within two (2) weeks from the date of such confirmation.

3. Renovation Limits

- a) Façade – the residents shall not without the prior written consent of the Management in writing carry out any renovation work involving changes to the façade of the building. These limitations include painting or other decorations of any nature, alteration to the windows installed in the external walls, balconies, the affixing of grilles or awnings. The installation of electrical wiring, television antenna, CCTVs, machines or air-conditioning units which may protrude through the wall of the roof of the said building or change the appearance of any portion of the said building is also prohibited.
- b) Structural Works – The residents shall ensure that the renovation works to be carried out will not, in any way, affect the structure of the building or the common property nor cause any nuisance to any other residents. The hacking work has to be carried out with due care to ensure that no damage is caused to the floor slabs, columns or beams of the building or common property, and drilling in the same is forbidden.
- c) Electrical Works – The residents shall keep the Management informed of all additions or alterations to the electrical systems. No alteration or modification of the electrical circuit, or upgrading of electricity supply is allowed unless with prior written approval from the Management. A licensed electrical contractor must be engaged to undertake the electrical work in accordance with the requirement of JBE/TNB and the Management.
- d) Air-conditioning units – The residents shall not install any air-conditioning units or equipment of any kind at the common areas without the prior approval from the Management.
- e) Plumbing & Water – Proofing Works – The residents shall be liable for any damages or leakages to the upper or lower floor(s) which may arise from their renovation works.
- f) Iron Grilles – The Residents shall not install iron grilles at the common corridor or staircase landing outside the entrance of the unit.

4. Non-Compliance of Renovation Limits

- a) The Management reserves the right to demolish or make good all such unauthorized alterations or additions after giving seven (7) days written notice to the Resident concerned requesting him to remove all such unauthorized alterations or additions. All costs incurred in such demolition, making good and / or removal of any unauthorized alterations or addition will be borne by the Resident.

5. Other Rules and Procedures governing the Contractors

- a) Other rules and procedures governing the contractors are mentioned in the Renovation Application Form provided by the Management.