

HOUSE RULES

**Instructions for all
OWNERS, RESIDENTS AND VISITORS**

From your Management Office

SHARE THE FACILITIES WITH CARE AND RESPONSIBILITY

- TENNIS COURTS
- SWIMMING POOLS
- LANDSCAPED GARDENS
- CAR PARKS
- 24HOURS SECURITY
- PRIVATE ENVIRONMENT
- GYMNASIUM
- SAUNA
- CHILDREN PLAYGROUND

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I PRELIMINARY

- 1 This Schedule of House Rules may be referred to as the “House Rules” and shall include the rule and regulations found in this Schedule and shall either include such amendments and guidelines thereto as may from time to time be made by the Vendor/ Landlord/ Property Manager/ Joint Management Body (JMB Bay View Condominium / Management Corporation or its agents (hereinafter referred as **“Management”**) in its absolute discretion.
2. In these Rules, unless the context otherwise requires:
 - “Premises” means an apartment(s) in Bay View Villas Condominium (**“Condominium”**) belonging to respective purchaser(s) as per the Sales and Purchase Agreement;
 - “Caretaker” means a person (s) who takes care of the Premises on behalf of the Purchaser/Vendor;
 - “Guest” means a person(s) who are on the Premises at the invitation of the Occupant;
 - “Tenant” means a person(s) occupying the Premises pursuant to a lease or tenancy agreement with the Purchaser/Vendor;
 - “Occupant” means a person(s) lawfully occupying the Premises and includes the Tenant or the Purchaser who is in occupation of the Premises; and
 - “Purchase” has the meaning assigned to it under the Sales and Purchase Agreement.
3. For the purposes of the House Rules, an Occupant (including the Tenant), shall be deemed to be not lawfully occupying the Premises if he has not been registered as an Occupant with the Management and he has not signed all documents deemed necessary by the Management for the purpose of binding him to the House Rules currently in force.

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PORT DICKSON

II

PREMISES

4. Each apartment shall be used as a private residence only.
5. No occupant shall exhibit in or about his apartment any trade business professional or advertising notice without Management's prior written consent and such consent deemed granted if Management withheld their consent without valid reason for more than seven (7) calendar days from the date of request. In the case of the appointment of a caretaker, proper written consent must be obtained from the Management by registering with the project management office otherwise the Management reserves full right to refuse entry to any such persons.
6. No Tenant/Purchaser shall use his apartment or permit or suffer it to be used for any purpose of an illegal, immoral or improper nature or injurious to the reputation of the Resort or permit or allow person(s) of a character objectionable to the Vendor/Landlord/ Management to the Condominium hereto. The Management reserves full right to refuse entry to any such persons.
7. The Purchaser/Registered Proprietor must notify the Management in the event he resell/lets out the premises. The Purchaser shall furnish the Management with such details of the transaction letting out as the Management may require from time to time and the Purchaser shall cause the Tenant to sign the said transactions.
8. The Purchaser or Tenant as the case may be shall furnish the Management with such particulars as the management may require of all persons occupying the Premises and shall cause the said persons to sign the said documents. The Purchaser or the Tenant as the case may be shall further inform the Management of any changes of persons occupying the Premises and furnish the Management with particulars of the new occupants.
9. Nothing shall be allowed, done or kept in the Premises or Common Property which may overload or impair the floors, walls or roofs thereof or cause an increase in insurance premium rates or the cancellation, invalidation or non- renewal of existing insurance policies.
10. All persons in the Apartment shall at all times conduct themselves in a manner, which will not cause offense or nuisance to other persons.
11. Radios, hi-fidelity equipment, television, musical instruments and other like equipment shall be played at reduce volume at all times.
12. No radio or television antennae shall be attached to or hung from the exterior of walls or be allowed to protrude through walls, windows, balconies or roofs with the exception of those that experience poor reception.

BAY VIEW VILLAS CONDOMINIUM

PORT DICKSON

13. Nothing shall be thrown or emptied by any person out of windows, doors balconies into or onto the common Property. Garments, rugs, mops or other objects shall not be dusted, shaken or cleaned from windows, balconies, stairways, corridors, fire escape areas or in the Common Property.
14. Refuse shall be disposed through the refuse rooms. Refuse must be secure in non-porous polythene bags before being placed in refuse rooms. Combustible substances such as paint and petroleum products shall not be placed in the refuse rooms. Heavy or bulky objects must be carried to the ground level main refuse collection centre.
15. No explosive of any nature, (including but not limited to fireworks) may be kept, stored or used in the Apartments. Petroleum products that may be kept or stored in the Premises shall be limited to the usual quantities incidental to the occupancy of the private residential dwelling.
16. Plants shall be maintained in a manner that will not create a nuisance to other occupants.
17. 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 in view from the outside of the Premises.
18. No furniture packages or objects of any kind or otherwise which obstruct transit shall be placed, stored or maintained in any common corridor, hall lobby, stairway, walkway, ground or other parts of the Common Property.
19. 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 windows, balconies or roofs of the Premises.
20. Furniture, furnishings and other property located in the Common Property shall not be altered or removed from their location.
21. Fire-lighting equipment must not be tampered with.
22. The management shall be informed at least twenty-four (24) hours in advance of any moving involving a professional mover or large items of furniture. The occupant shall ensure that the Common Property is not damaged in the course of such moving.

BAY VIEW VILLAS CONDOMINIUM

PORT DICKSON

23. The Occupant shall be liable and shall be billed accordingly for all costs and expenses incurred by or on behalf of the Management/Vendor to repair, replace or restore any damage to or destruction of the Common Property if such damage or destruction is caused by or contributed to by the Occupant, his Guest, servant or agent.
24. Any dispute that may arise between Occupants in respect of the use of the common property, recreational facilities and breach of any rules contained herein shall be referred to the Vendor/Management and whose decision shall be final.

III

CAR PARK

1. Vehicles shall be placed only in the parking lots provided on a first come first parking basis. Reservation of car parking lot is NOT allowed.
2. No vehicles may be left unattended in any drive-away.
3. Stickers, when issued by the Management, for the Occupants vehicles must be attached at all times within the car park. Any replacement for loss or damaged stickers will be at a fee.
4. No major repairs may be made to any vehicles parked within the Apartment. A "major repair" includes a repair that involves excessive noise or spillage of oil.
5. The parking lot(s) shall only be used for parking the Occupant's own vehicle(s) and the Occupant shall report the registration number of his vehicles(s) to the Management.
6. The occupant 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 vehicle.
7. The car park lot(s) shall be confined only to the use of a passenger car(s) only.
8. The Occupant shall notify and immediately seek the permission of the Management if he is making use of the car park lot(s) for a vehicle not otherwise recorded by the

BAY VIEW VILLAS CONDOMINIUM

PORT DICKSON

Management.

9. Each car park lot shall only be used for the parking of one (1) vehicle.
10. There shall be no interference with the Management's discharge of duties nor shall instructions be issued to the management save and except the Occupant may lodge any legitimate complaints to the management.
11. Vehicles and goods are left at the parking area at the risk of the vehicle's owner. The management will not be liable for any claims, damages, theft or loss of such vehicles or goods whatever or howsoever caused.
12. The Occupant hereby agrees that the Management/Vendor/Landlord shall not be liable for any damages or loss suffered by the Occupant, his servants, agents and/or licensees howsoever arising as a result of or in anyway relating to any acts or omissions including negligent acts or omission acts or omissions of the Management.

IV

RECREATIONAL FACILITIES

1. Recreational facilities means the Steam Bath, Spa, Tennis Courts, Barbeque Area, Swimming Pools, Wading Pools, Saunas, Gymnasiums, Children's Playground, Meeting Rooms, Cafeteria and any other facilities that may be added from time to time.
2. Only the occupants shall be entitled to use the recreational facilities and such facilities shall be used in accordance with the Rules and Regulation which govern each recreational facility. The use of facilities shall be on a first come first serves basis. For practical purposes such entitlement shall be limited to two (2) persons for each apartment at a time. However, permission may be sought from the management to increase the number above for legitimate family members.
3. The occupant is required to produce his resident identification card to the management of anyone authorized by it before using the recreational facilities. Any replacement for loss or damage cards will be at a fee.
4. Radios, tape recorders, television sets and other electronic or mechanical sound reproduction shall not be used in the recreational areas except with special permission from the Management.
5. The viewing and distribution of phonographic, violent and culturally immoral materials via the internet or by any other media is strictly prohibited at the Resort.

6. A person who breaches any of the House Rules shall be required to leave the recreational area in question. Persistent breaches of such rules may result in the Occupant being suspended from the use of such facilities.

V

RENOVATION/REPAIR WORKS

1. Introduction

- All owners prior to renovation works must register with the Management Office.
- Owners shall not make any alterations or additions to his/her unit without prior approval from the Developer and the Management who will grant or refuse the renovation works. Such renovation shall not be unreasonably withheld unless renovation works affect the structure and facade of the apartment.

1.2 Working hours

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

Monday - Friday	:	8.00am to 5.00 pm
Saturday	:	8.00am to 1.00 pm
Sunday & Public Holidays	:	NO RENOVATION WORK ALLOWED

1. Deposit

- A refundable deposit of Ringgit Malaysia: One Thousand (RM1,000.00) in cash/bank draft is required to be paid to the Management before renovation works are carried out.
- Such deposit is to ensure that all unwanted materials, debris, etc are not left in the corridors, lift lobbies, fire escapes staircase or any other common areas and that no common property in the building is damaged.
- The costs of cleaning and/of repairing damages, if any, will be deducted from the deposit and the balance will be refunded to the occupant concerned.
- In the event that the clean up costs and damages exceed the deposit, the unit owner responsible shall be charged the additional amount.

1.4 Procedure

BAY VIEW VILLAS CONDOMINIUM

PORT DICKSON

- Occupants must provide seven (7) days notice to the Management prior to the commencement of any renovation works.
- All renovation works and plans must submit the application form and obtain approval from the Management Office prior to the commencement of works.
- Particulars of the contractor, their workmen and nature of renovations works must be provided to the Management Office in the renovation form. A copy should be retained by the owner's contractors to be produced to the security officer and/or the Management for entry into the building. The renovation form must contain details of the nature of works to be carried out.
- Owner(s) are to ensure that their contractor and workmen comply with the security and site procedures.

1. **Work Schedule**

- Owners/tenants and their contractors are required to submit and inform the Management of their work schedule.

2. **Renovation Limits**

- All renovation works should be confined to the limits of the apartment. Hacking of structural slabs, columns and beams are strictly prohibited. Knocking down of walls and wet construction works are not encouraged. Owners are to ensure that renovation works are carried out according to existing rules and regulations of the relevant authorities.

1.7 Security check & Identification passes

- All delivery, removal and renovation works must be reported at the security checkpoint.
Contractors will be given identification passes and they must wear their passes at all times whilst in the building. Failure to produce a copy of renovation work form by either owner/contractors for verification by security will result in the contractor being stopped from carrying out renovation work.

1.8 Common Area

- All deliveries, removals and workmen must not cause any inconvenience to other occupants.
- All renovation materials are to be placed within the confined areas allocated (check with the Management) and not in the common areas i.e. corridors, stairways, lobby, car park, etc). Building materials such as sand, loose items, debris, etc are to be placed in bags.
- All renovation debris and raw materials are to be removed and handled in such a manner so as not to cause damage, litter at the common areas or cause inconvenience to others.
- Contractors are NOT allowed to tap water/electricity from the common areas.
- Contractors must ensure that all work areas are free of mosquito breeding.
- Contractor's vehicles must not cause obstructions to the car park entrance and exits, driveways etc.
- All deliveries, removals and workmen must use only designated lifts and staircases so as not to cause any inconvenience to other residents.
- Workers must not cause disruptions or disturbance to the occupants of Cocobay.
- Any contractors or his employees who do not observe the rules and regulations will be asked to leave the premises.
- The Management has the right to inspect or stop any work, which is found not to be in accordance with the approved plan rulings.

1.9 Conduct and Behavior of Contractors

- Owners/residents shall be responsible for the conduct and behavior of their appointed contractors. Any damages to the building and equipment caused by moving of furniture or other personal effects shall be replaced or repaired at the expense of the owner/residents concerned. The Management reserves the right to expel any contractor found misbehaving in the building.
- No contractors or unauthorized person are to be found in any part of the building except specified unit(s). If caught, the concerned will be barred from entering the building in the future.

1.10 Packing and Crating Material

- The occupants and contractors must remove packing and crating materials and placed at the dumping ground approved by the authority and not outside or within the compound of the surrounding.

1.11 Uniformity

1.11.1 Iron Grilles

- Only iron grille doors of approved size and colour are permitted.
- Not to install any iron grilles or light fixtures at the common corridors or staircase landing outside the entrance and beyond the boundary of each apartment units; otherwise these would be removed by the Management at the owner's own cost or expenses.
- All grilles must be in the colour black to maintain colour scheme uniformity of the apartment.

1.11.2 Building Structures

- No alterations or deviations from the apartment plans are allowed without prior written consent from the Management to avoid problem relating to issuance of certificate of fitness.
- Do not tamper with structural framework of the apartment such as column, beam, slab and walls including party walls.
- Only minor works will be entertained and No structural alteration is allowed under any circumstances.

1.11.3 Balcony and Windows

- No installations of awnings or other sun shading devices or projections outside

the apartment is allowed. These include contraptions of any kind for hanging clothes; etc and TV aerials. This applies to both internal/external parts except for wash yard area provided it does not come within the view of observers.

- All grilles must be in the colour black to maintain colour scheme uniformity of the apartment.
- No alterations to existing windows, doors, or walls are allowed. These include all fixtures and fittings.
- No tinting of window glass panels or aluminum sliding doors are allowed for purpose of maintenance and uniformity of the apartment.

1. *Floor and Wall Finishes*

- Only limited chipping of the floor and walls are permitted.
- Shifting or additional walls, windows or doors are prohibited. Floor finishes such as only ready made polished marble is permitted.
- Ceramic tiles, PVC tiles, mosaic or parquet are permitted.
- Debris from hacking needs to be clean up not only inside the unit but outside the unit as well.
- Residents/Owners may not overload, place or permit to be placed upon the floor of their apartment or any part thereof; any load, weights in excess of 30 pound per square feet.
- Residents are to seek approval from the Management of their intentions to install within their apartment any safe vaults or bulky items, which may effect the floor loading capacity. They are advised to seek advice and approval from the Management, as they will be fully liable for any actions arising from damaged floors etc.

2. *Water, Sanitary & Plumbing works*

- No additional water pipes or other sanitary fittings can be installed/ done without prior approval of the Management and any adverse effects on the water pressure to other apartment owners due to these works on the Water pressure will be the sole responsibility of the installing owners both financially and technically. They will pay full damages with costs for any actions commenced against them by any affected parties or relevant authorities.
- Approval from the local authority must be obtained before changing the sanitary system, plumbing works etc.

1.11.6 *Electrical Supply*

- Do not tamper with any wiring system including central antenna wiring.
- No increase to the electrical load, points and fuses is allowed without receiving the approval of Tenaga Nasional Berhad (TNB) or the Management. Any

additional air-conditioning unit installed, which may affect the electrical power system, is not allowed.

- Cannot use electrical equipment of more than 60 amps.

3. *Air Condition*

For installation of air-conditioners, kindly adhere strictly to the following guidelines:

- No window units allowed.
 - Condenser water must be drained to the bathroom or wash yard outlets. In no circumstances must it be allowed to drip onto walls or onto other apartment unit adjoining or below.
 - All piping must be concealed as far as possible. However, if they have to run over the exterior walls of the apartment then they should be painted the same colour that for the exterior walls to maintain uniformity of aesthetics.
 - Any openings through the walls must be hidden (covered) by the condenser units.
 - The condenser/compressor units must be installed in line with those of other apartment and located at designated places as indicated on the attached apartment layout/block layout plans.
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- Please ensure your air-conditioning unit does not have a combined loading capacity.
 - Approval must be obtained before installation of air-conditioning at specific places and are not permitted at main entrance/wall of the apartment.
 - The Management shall assume no responsibility for any damages to the units due to wear and tear or adverse weather conditions.

2. **Breach of Rules**

- If any of the owner or contractor are in breach of the above stated policy and damaged the common property and/or cause any problem in the building, the owner shall be held responsible and liable for all cost, loss, damages, whatsoever arising there from and not limited to the cost incurred to rectify the damages sustained.

1.13 Exclusion Clause

- The Management will not be responsible for any accidents, injuries and deaths, damage whatsoever for the contractor employees carrying out renovation works in the individual apartment unit.
- The owners are advised to ensure that the contractors insure their workers against the above.

BAY VIEW VILLAS CONDOMINIUM

PORT DICKSON

PETS

1. No household pets are permitted in any part of the Apartment Block.

BAY VIEW VILLAS CONDOMINIUM

PORT DICKSON

VII

VISITORS

1. All visitors must be accompanied by their resident hosts. Residents/Occupants must inform the Management in writing if they are receiving visitors. The Management shall not be held liable if the visitors are refused entry to the Resort.
2. Visitors are required to leave their car driving license (one representative only) as identification with the security desk before entry into the apartment block if permitted. This also applies to those visitors who were pre-registered through caretaker prior entering into the Apartment Block.
3. Residents are to ensure that their guests do not cause annoyance or be a nuisance to other residents and guests.
4. The management reserves the right to request any guest to leave the Apartment Block without having to assign any reason for so doing.

VIII

FUNERAL AND BEREAVEMENT ARRANGEMENTS

- 1 All tenants/occupants shall not hold such arrangements in their respective condominium units and shall do so in a funeral parlor of their own respective faith or in homes of their relatives so as to observe the privacy of the other occupants in the Condominium.

IX

MISCELLANEOUS

1. The purchaser shall be responsible for ensuring that the Occupant and their Guest complies with House Rules.
2. The House Rules may be amended without prior notice from time to time by the Management.

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