



CYBER CITY

— apartments —

Sonduou . jalan lintas

House Rules

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The Philosophy

Cyber City Apartments 1 will only be as comfortable a place to live and a valuable price of real estate investment as its Residents make it. It is incumbent upon Residents to understand, respect and embrace the philosophy of community living. Rights of other Residents are to be respected and all are encouraged to take a personal interest in the general well-being of the community in Cyber City Apartments 1.

We are living in close association with our fellow Residents and common courtesy dictates that our actions do not infringe on the right of other Residents. The House Rules are designed to ensure that each of us achieves the maximum enjoyment of our homes in this community.

To promote the harmony and co-operative purposes of the community, Owners are fully responsible for the compliance of their family members, guests, tenants and other occupants of their Lots while they are within the boundaries of the Building. Therefore, any reference in the House Rule to "Occupant(s)" shall include their family members, guests, tenants and other occupants of their Lots.

The basic rules, including your rights and obligations, are set forth in the Deed of Mutual Covenant of Mutual Covenants which you accepted when you purchased your home. Among the other things, the Deed of Mutual Covenant provides that the developer may adopt such rules and regulations, as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety and general welfare of all.

All Owners will be provided with the copy of the House Rules by the Management. Owners must see that their tenants are also provided with a copy. Experience has shown that careful attention to the House Rules will contribute greatly to a desirable quality of life for the community.

The following House Rules of **Cyber City Apartments 1** as set forth by your Management are binding on all Residents.

The Management has the authority and responsibilities of amending the foregoing rules as may be deemed necessary, in order to upkeep the premises in good condition and to provide comfort and security to all its Residents.

Herowang Sdn Bhd
Developer
Property Manager

Prior to Formation of Management Corporation

Until the formal Management Corporation is established under the land (Subsidiary Title) Enactment 1972 and/or relevant legislation for the time being in force, the purchaser shall be bound by the provisions of the sale and or deed of Mutual Covenant for the purpose of regulating the day to day use and enjoyment of the said Parcel and the common Property and the facilities and the said Building in Common with the others Purchasers.

Prior to the formation of the Management Corporation the Developer shall control, manage and administer and properly maintain the Common Property and keep in a state of good and serviceable repair.

Effectively, in previous paragraph 2, the Developer shall enter into any appropriate maintenance or service contract for the period until the Management Corporations takes over the management and administration of the.

Prior to the formation of Management Corporation, the purchaser shall duly and punctually pay to the Developer services charges in the amount and in the manager described in the Sale and Purchase Agreement.

Prior to the formation of the Management Corporation, the Developer shall manage the service charges collected to meet the administrative expenses and other expenses as may be incurred in maintaining the common areas in a state of good and serviceable repair.

An Overview

The purpose of these rules and regulations which constitute the House Rules of **CYBER CITY APARTMENT 1** is to promote the harmonious occupancy of the apartments therein, to protect all occupants from annoyance and nuisance caused by any improper use of the apartment and to preserve the reputation and prestige of the Building thereof, thereby providing maximum enjoyment of the premises and its facilities.

The House Rules are formulated to serves as guidelines, which govern the occupation and usage of the Building. All occupants and invitees in the Building should be bound by these rules. It is the Management's desire to create awareness among all occupants that to achieve the common goal of the apartment living, the cooperation of all occupants in complying with all the rules and regulations are required.

The Purchaser (his servants, agents, licensees, lessees, invitees, visitors and all persons authorized by him) hereby undertakes and agrees to adhere to and comply with and bound by all the House Rules drawn up or to be drawn up by and at the sole discretion of the Developer of the Interim Management Corporation/Formal Management Corporation.

The full authority and responsibility for the enforcement of these rules lies with the Management. The Management may amend House Rules from time to time. Suggestions are welcome from all occupants but must be put in writing to Management who reserves the right to accept or rejects any suggestions.

The House Rules do not supersede the By Laws or any legal statues. Objectionable behavior is not specifically covered in the House Rules.

In the event that there is an ambiguity on the interpretation of any provision of the House Rules or there is any inconsistency as to the provisions of the House Rules any other provision contained the Deed of Mutual Covenant, the interpretation of the House Rules by the Developer shall prevail and shall be conclusive and binding.

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

1 DEFINITIONS

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

- (i) "Any other personnel" includes contractors, deliverymen, servicemen, etc.
- (ii) "Building" includes the building or buildings comprising the individual apartment units and the commercial units, the common property and the car parks which collectively are known as **CYBER CITY APARTMENTS 1**.
- (iii) "Common Property" shall refer to so much of the Building and the land as is not comprised in any unit (including any accessory parcel), or any provisional block and the fixtures and fittings including refuse chamber/rooms, drains, sewers, pipes, wires, cables and ducts and all other facilities and installations used or capable of being used or enjoyed in common by all the purchasers.
- (iv) "Developer" means and refers to HEROWANG SDN BHD (322823-W), a company incorporated under the laws of Malaysia with its registered office situated at Cyber City Apartments Jalan Lintas Kg. Sunduow, Kepayan 88400 Penampang, Sabah, and Management Office situated at Club House, Cyber City Apartments 1, Jalan Kepayan 88200 Kota Kinabalu, Sabah and shall include its successor in title and assigns.
- (v) "Guest" refers to any person(s) who is not an owner-resident or tenant/lessee-resident and whose presence in the Building is at the invitation of either an owner-resident or tenant/lessee-resident.
- (vi) "Management" refers to the Developer or Management Corporation (when formed) or any appointed Managing Agent authorized by the Developer or Management Corporation (when formed) to enforce these rules.
- (vii) "Manager" means any authorized representative of the Developer or Management Corporation (when formed) who is enforcer of the House Rules and the management and maintenance of the **CYBER CITY APARTMENTS 1**.
- (viii) "Occupants" includes owners, tenants/lessees and lawful servants, agents and licensees of the owners or tenants/lessees.
- (ix) "Purchaser"/"Owner" refers to the person, who owns a unit of the apartments and who has legal title to a Parcel unit and shall where the context so permit include the permitted assign.
- (x) "Prescribes Documents" refers to all documents deemed necessary by the Developer and/or the Management for the purpose of binding any Resident to the House Rules currently in force.
- (xi) "Purchaser" means the Purchaser or persons holding legal title to a Parcel unit and shall where the context so permit include the permitted assign.
- (xii) "Resident" refers to the person(s) who is either a tenant/lessee or an owner of one of the apartment units and who is also presently residing in **CYBER CITY APARTMENTS 1**.
- (xiii) "Tenant/Lessee" shall refer to any person(s) who is/are for the time being rented or leased on the apartment units and who is also residing therein.
- (xiv) "Unit" refers to each apartments unit comprised within the Building.

2 OCCUPANCY

2.1 Approved Use of Apartment Units

Units shall be used only for residential purpose and shall not be used for business or any other purpose (illegal or otherwise) which may be a nuisance to other occupants or injurious to the reputation of the Building.

2.2 Occupant's Guest/Invitees

(i) Identification of Guests

All Guest shall only be permitted into the Building after the security guards have confirmed their identity with the occupant concerned. Each Guest will be required to provide some satisfactory means of identification to the security guards before entry is permitted.

Occupant should furnish relevant details of their guest to security guards prior to their arrival.

(ii) Conduct of Guests

Each Occupant shall be responsible for ensuring that his Guest complies with the House Rules at all times and that his Guest's behavior is not offensive to other Occupants. The Occupants shall be fully liable for any damage whatsoever caused by his Guest and Tenants.

(iii) Security Check Point

The Occupant and the Owner hereby give full authority to the security guards to determine and decide on the appropriate and proper person(s) to enter the Building. For the purpose aforesaid, the security guards shall have absolute discretion to refuse entry of any Guest or any employee, servant and/or agents of the Occupants in the Building without assigning any reason and decision of the security guards shall be final and binding on the occupants and the Owner provided that the Management may overrule the decision of the security guards.

(iv) Authorized Search on Vehicles

The Occupants and the owner hereby give full authority and discretion to the security guards to carry out search on each of the vehicles driven by the Occupants, his Guests, employees, servants and/or agents when entering and leaving the grounds of the Building.

(v) Guest's Vehicle Entry

Guest shall only park at designated Visitors' Car Park lots. As Visitors' Car Park lots are limited, not more than three (3) vehicles are permitted to be brought into the building for duration of more than twelve (12) hours. The Management will have the absolute discretion to deny entry of any guest vehicle or to order visitors car park to be vacated to check on possible abuse on the use of this facility.

(vi) Failure To Comply with House Rules

In the event that the Occupants fail to comply with the House Rules, the security guards may refuse the entry to the Building by the Occupants and/or the Resident's Guest.

2.3 Moving

(i) General

The Management shall be informed at least twenty four (24) hours in advance of moving large items or furniture whether or not involving a professional mover. Owners or Tenants shall ensure that the Community Area is not damaged in the course of such moving. In the event damage is caused, the respective Owner of Tenant shall be liable for the cost of repairing such damage and/or shall reimburse the Management in respect of such costs incurred in relation to such repair upon receipt of a notice in writing of the same.

(ii) Moving Out

Owners are advised to inform the Management in writing at least twenty four (24) hours in advance if they or their Tenants are moving out. This is strictly for security reasons and for the benefit of the said Owners.

2.4 Household Pets and Livestock Compliance

The keeping of pets or animals in the Unit will comply with the applicable laws, guidelines and rules of the Appropriate Authority and the rules and regulations which may be prescribed by the Management from time to time provided always that such pets of animals are kept for non-commercial purposes.

(i) Animals not fit for keeping and manner of keeping animals

Notwithstanding the foregoing, no pets or livestock which may cause nuisance or disturbance to any resident, such as dogs, cats, fowls etc shall be allowed or kept in any part of the Building which the Management determines will result in any annoyance or are obnoxious or pose a danger to residents in the vicinity.

(ii) Manner of keeping animals

Animals belonging to Purchaser, occupants or their licensees, tenants or invitees must be either kept within an enclosure or an enclosed yard provided by the Purchaser for the purpose or on a leash being held by a person capable of controlling such animals. The Management reserves the rights to remove any pets found within the Building at the Occupant's expense.

2.5 Nuisance and Offensive Conduct

- (i)** Occupants shall at all time conduct themselves and cause their Guest to conduct themselves in a manner which will not cause any nuisance to other person. Excessive noise, unruly or offensive behaviour is not permitted.
- (ii)** Occupants are requested not to sound their car horns unnecessarily so as to cause disturbance or annoyance to other residents in the Building.
- (iii)** Indoor games such as "Mahjong" shall be restricted within the Unit only. Players are advised to lay sufficient cushion on the table so as to ensure that no excessive noise will be emitted.

- (iv) The Resident undertakes that no noxious or offensive trade or activity will be carried out upon the Parcel nor will anything be done thereon which may be or may become an annoyance or nuisance to the neighbourhood, or which will in any way interfere with the quiet enjoyment of each of the other Occupants. Without limiting the generality of the foregoing provisions, no audio visual, other musical instruments, horns, whistles, bells or other sound devices (other than security or warning devices used exclusively for such its purpose) shall be operated at a volume so as not to interfere with the peaceful enjoyment of other occupants. No noxious odours or noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any residence, will be located, used or placed on any portion of the Unit or Common Property or exposed to the view of other Owners without prior written approval from the Management. The Management will have the right to determine if any noise, odour, interference or activity constitutes a nuisance and any determination by the Management in respect hereof will be conclusive and binding on the Owner/Resident.
- (v) No garage sales shall be held in any part of the Building.
- (vi) The Occupant shall permit the Developer and/or the Management to have access to and enter upon the Unit as often it may be reasonably necessary for them to do so in fulfillment of their obligations under the Deed of Mutual Covenant or for any purpose permitted under the Deed of Mutual Covenant.
- (vii) The Owner and the Resident shall not do or permit or suffer to be done any matter or thing on or in respect of the Unit or use the unit any manner which contravene the provisions of any Laws, including without limitation, the Land (Subsidiary Title) Enactment 1972 (Sabah No. 9 Of 1972) & Rules & Orders and relating to the keeping of animals and shall keep the Developer and/or the Management fully and effectively indemnified against all claims, demands, proceedings and liabilities resulting from any breach or non-compliance of such Laws.

2.6 Parties and Functions

(i) Holdings of Parties/Functions

Private party gatherings or functions can only be held at the multi-purpose hall or confined within a Unit.

(ii) Use or reservation of the Club House

Use of the multi-purpose hall for private parties, gatherings or functions shall be by reservation made the Management Office.

The Management shall have the rights to charge for the usage and to refuse reservations for use of the Club House without assigning any reason whatsoever.

(iii) Discretion to refuse entry of vehicles/Guests

Notwithstanding the Resident notifies the Management in advance of the private party, in view of the limited parking bays, the security guards shall be entitled at their own discretion to refuse to permit any of the vehicles of the Guest to enter the Building.

2.7 Contract Registration by owner with the Developer / Management

The Owner are to submit to the Developer / Management, his current mailing address and contact number and other relevant information which the Developer / Management may require from time to time.

2.8 Owners' Agent

- (i) Owner who are not residents in the Sabah shall appoint local agents to represent their interest. Such owners shall file the names, addresses and telephone number of their agents with the Management prior to allowing them access to the property.
- (ii) Owners or their appointed agent shall be responsible for the conduct or their tenant(s)/lessee(s) or guest and shall, upon notice given by the Management, immediately remove at their own expense any authorized structure / equipment / property placed in the common areas.
- (iii) Absent Owners should at their own expense, appoint authorized agents or representatives registered with the Management, to conduct periodic inspection of their Units and assume responsibility for the contents therein.

2.9 Tenant/Lessee

(i) Notification by Owner

The Owner must notify the Management in the event he lets out the Unit, whether for a temporary or permanent basis. The Owner shall furnish the Management with such details of the letting out as the Management may require and Owner shall cause the Tenant to sign the Prescribed Documents. The Owner shall be primarily responsible for all acts, omission, negligence and default of the Tenant as if such acts, omission, negligence, and default were those of the Owner.

(ii) Particulars of Tenant

The Tenant shall furnish the Management with such particulars as the Management may require of all persons occupying the Unit including all changes from time to time and shall cause all such said persons to sign the Prescribed Documents.

(iii) Transfer of entitlement to use Facilities

Once the Units is licensed, rented or leased out, the entitlement to the use of the Common Properties is automatically transferred to the Tenant, and the Owner is no longer entitled to use these facilities notwithstanding the Owner is the lawful and legal owner, unless otherwise expressly permitted by the Management.

2.10 Use of Management Employee

No Occupant of the Building is allowed to use any employee of the Management for any business or private errands. The Management and all contracted staff of **CYBER CITY APARTMENT 1** are not authorized or allowed to accept delivery of packages, units, etc or perform any kind of private work for any Occupant, unless on orders of the Management. No tips or gratuities are to be given to any employee of the Management for rendering services or courtesy in the regular performance of his duties.

2.11 Solicitation

No soliciting of goods and services, religious, political, illegal or unlawful and immoral activities shall not do or give reasonable cause of complaints from any of the occupiers of the other owners be permitted in the Building.

2.12 Distribution of Flyers and Hanging or Displaying of Banners

Any person wishes to distribute flyers or hang banner shall obtain prior written approval from the Management. A fee and a refundable deposit are required by the Management. The Management reserves the right whether or not to grant such approval. In the event that the flyers have been left in the common areas, the Management shall without further notice undertake to clean up the place and the cost incurred shall be deducted from the deposit. If there is no deposit with the Management the person concerned shall bear the cost of such cleaning up. The Management shall remove any unproved and expired banner without notice.

2.13 Combustible or Inflammable Materials

The Unit will be used to store or contain any inflammable chemical, liquid or gas or other dangerous material other than chemicals, liquids, gases and materials used or intended to be used for private domestic dwelling consumption purposes or any such chemical, liquid, gas or material properly stored in a fuel tank of a motor vehicle or internal combustion machine. Substances, which may give rise to smoke, fumes or obnoxious smells, explosive of any nature (including but not limited to fireworks) shall not be kept stored or used in the Building.

3. COMMON AREAS

3.1 No Obstruction at Common Areas

- (i) The sidewalks, passages, lobbies, fire escape staircases, common corridors and any other ingress or egress of the Building must not be obstructed at any time, or used for any purpose other than their designated use only.
- (ii) Residents shall not affix any grilles to the stairways and common corridors of the Building and in particular the common corridors leading from the front ground floor staircase to the upper floors. Without reference to anyone, the Management shall have the rights to remove any such obstructions in the interests of the residents of the Building.
- (iii) Motorcycles, bicycles, tricycles, children's riding toys, roller skates, skateboards and the like (with the exception of wheel chairs) or any other personal property may not be ridden in, used, placed, stored or left in any common area (except for area designated for such purpose) of the Building which will be an obstruction to freedom of movement or transit for other occupants.

3.2 Potted Plants and Other Objects

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

3.3 Cleaning of Areas Adjoining to External Property

Care should be taken when cleaning areas adjoining the external walls so as to prevent water from running down the exterior of the Building or into other units.

3.4 Liabilities for Damage to Common Property

Any damages caused to the Common Property due to the acts or negligence of the Occupant or Guests shall be assessed by the management and the cost of repair and/or replacement will be charged to that occupant and/or owners.

3.5 Exterior Facade of Building

- (i) For the purpose of maintaining the image of the Building and to maintain the aesthetics of the Building. Occupants shall not allow any projection to extend through any door or window openings. The Occupants shall not cause or permit any grilles, awnings and/or shades or other like items which are not in compliance with the standard pattern and colour approved by the Management to be placed erected or fixed to any part of the Unit.
- (ii) Brooms, mops, cartons, notices, advertisement, posters illuminations or other means of visual communication shall not be placed on windows, doors or passages or any other places which may be visible from the outside of the unit.
- (iii) Occupants shall not hang or display or cause to be hung or displayed any clothing or belongings in a place or position which is visible to the public eye and/or which may be conspicuous. The Occupants shall only hang their clothes inside their respective balcony.
- (iv) Occupants shall ensure that textile items such as clothes, towels and linen shall not be hung from poles, which protrude through the windows or roofs of the apartment units.
- (v) No radio, TV antennae or satellite dish shall be allowed to be attached to or hung from the exterior of walls or to protrude from walls, windows or roof.
- (vi) All nails, screws or any similar fasteners used at the external surfaces of the Building should be of stainless materials so as to prevent staining of the exterior of the Building.
- (vii) The Occupants shall not place or erect any water filters on the common property.

3.6 Furniture and Equipment in Common Areas

All furniture and equipment placed and/or installed in the common areas have been provided for the safety, comfort and convenience of all Occupants and therefore shall not be damaged or removed or altered without the permission of the Management.

3.7 Funeral and Bereavement Arrangements

Resident shall not hold such arrangement in their respective units and shall do so at a funeral parlour of their own respective faith or in the homes of their relatives outside the Building so as to observe the privacy of the Occupants in the Building.

4. CAR PARKING AND VEHICLES

4.1 Designated Car Park Areas

Residents are only entitled to park in their designated parking lot or lots. The Management is entitled to clamp and fine residents parking in visitors' parking lots or any areas other than their designated parking lots. No commercial vehicles shall be parked in the premise without prior written permission from the Management.

4.2 Visitors' Car Park Area

Guest shall be only park in designated visitors' parking lots, clearly marked "VISITORS". All visitors must apply for a "VISITORS PASS" at the gate and deposit their driver's license in exchange for a Visitor's Pass which must be clearly displayed on the dashboard inside the car.

4.3 Drop off or Picked-up Passengers

Drivers of cars wishing to drop-off or pick-up passenger only, must also exchange their driver license at the guardhouse for a "DROP/PICK PASS" which will state clearly that no parking is permitted.

4.4 Clamps & Fines

Residents who find someone's car parked in their lot should report to the guards immediately. That car will be clamped and the Resident will be issued with a Visitor's Pass to park their car temporarily, until the problem is resolved.

When a car is clamped, the guards will tape this notice on the windscreen:-

YOUR CAR IS CLAMPED FOR ILLEGAL PARKING. CLAMP REMOVAL SERVICE CHARGE OF RM100 IS PAYABLE AT GUARDHOUSE. AN ADDITIONAL RM100 FINE IS PAYABLE EVERY 24 HOURS THEREAFTER.

SHOULD YOU CHOOSE TO LEAVE YOUR CAR HERE INDEFINITELY, YOUR CAR WILL BE TOWED TO THE NEAREST POLICE STATION AFTER SEVEN (7) DAYS AND THE TOWING SERVICE FEE WILL BE CHARGED TO YOU.

4.5 Car Access Cards

- (i) A non-transferable proximity car access card will be provided for each park lot. The proximity car access card will only be issued to the owner who is not in arrears in his payment of services charge and/or any other amounts payable and who is otherwise in full compliance with the provisions of the Deed of Mutual Covenant and Sale and Purchase Agreement.
- (ii) Occupants who wish to obtain a proximity car access card must apply to the Management, supplying their names and Unit numbers together with registration number of their vehicle.
- (iii) Any loss of proximity car access card must be reported in writing immediately to the Management and a new car access card will be issued at a replacement fee of RM50.00 per proximity access card (for the 1st loss). Subsequently if there is another loss report, the replacement fee will be RM100 per proximity access card (for the 2nd loss) and subsequently RM150 per car access card (for the 3rd loss).

- (iv) Cars without approved and valid proximity car access cards will not be allowed to enter into the Building.

4.6 Car Wash and Repairs

Only car polishing is permitted on the parking lot provided that no excessive dirt mud and/or water are to be left thereon. Washing can only be done at a specially designated area reserved for this purpose. A penalty of RM25 will be imposed on the car owner washing their vehicles at non-designated areas. Except for minor repair works, no heavy repairs work shall be permitted on the parking lot. (A "heavy repair" includes a repair that involves excessive noise or spillage of oil or dirt).

4.7 Owner's Risk

The Management will not be responsible for any theft, loss or damage or other misdemeanour to the vehicle and/or their contents whilst in the building howsoever arising.

4.8 Additional structures On Car Park

No additional building or structure of any form shall be erected on any car park in the Building.

4.9 Motorcycle, Bicycles, Etc.

Motorcycles, bicycles and other similar forms of transport shall be parked at the designated parking lots and on no occasion should these vehicles be left or parked in any other areas. Such vehicles left unauthorized in any other area will be subjects to chaining and a service charge of RM50 (Fifty Ringgit Malaysia) to be prescribed by the Management for the release of these vehicles.

4.10 Prohibition

Occupants shall not do anything or permit anything to be done, which may affect or invalidate any fire insurance in respect of the Building or any part thereof or increase the rate of premium of such insurance.

4.11 Car Horn and Alarm

Use of car horn within the apartment complex is expressly forbidden except in an emergency situation. Car alarms, if in use, shall be in good order. The Management is entitled to stop the use of such an alarm should it be of nuisance to residents.

4.12 Cleanliness within the Parking Area

- (i) Resident shall be responsible for the cleanliness within the designated car parking lots.
- (ii) No rubbish from vehicles shall be discarded within the car parking lots.

In the event that any object been placed unattended or vehicle been abandoned within the designated parking lot for more two (2) days after issuance of notice to remove it, the Management shall without further notice undertake to remove these objects with a minimum cost of RM300 (Ringgit Malaysia Three Hundred only) to be bonded by the respective parking lot or abandoned vehicle Resident.

5. REFUSE DISPOSAL

5.1 General

No rubbish, rags or any other refuse shall be left at or thrown or permitted to be left at or thrown out of the doors or windows of the apartment Units or place except into the refuse bins provided in or outside the Building.

5.2 Refuse in Plastic Bags

Occupants shall ensure that all refuse be sealed in non-porous plastic bags and place them properly in the refuse bins at the refuse bins located at designated areas. All wet refuse should be thoroughly drained of any liquid before leaving the unit and care should be taken to prevent dripping on the floor.

5.3 Heavy or Bulky Object

Heavy or bulky objects must be placed in the refuse bins located in the main refuse centre/store and the Occupants shall at their own cost and expense make arrangement with the relevant authority to remove the heavy or bulky objects from the main refuse centre/store. Failure to remove these heavy or bulky objects for more two (2) days after issuance of notice to remove it, the Management shall without further notice undertake to remove these heavy or bulky objects with a minimum cost of RM200 (Ringgit Malaysia Two Hundred only) to be bonded by the respective Resident.

(a) Unsightly Items and Against Accumulation of Dumping of Rubbish

The Purchaser undertakes that-

- (i) No dirt, rubbish, trash, debris or garbage or other waste material will accumulate in or outside their Unit or be kept or permitted upon the Unit except in containers located in appropriate areas screened and concealed from view and will be maintained so that odours do not emanate from such containers which would render the Unit, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other Parcels in the vicinity thereof or to its occupants. Such containers may not be placed on any part of the Common Property or upon a thoroughfare; there will be no exterior fires on the Parcel.
- (ii) In no case whatsoever an incinerator is to be used or installed on the Unit; and no waste material, including any trees, grass shrubs, tree clippings, plant waste, metals, bulk material, scrap, refuse or trash will be kept, stored or allowed to accumulate on any portion of the Unit except within an enclosed structure appropriately screened from view.

5.4 Refuse Bins Covers

Occupants using the refuse bins must ensure that the covers are closed after use to prevent the growth of pests.

6. SECURITY

6.1 Patrolling & Identification of Guest

Security guards will be deployed to be stationed at the guard house, patrol the compound and perimeter of the Building, and on a scheduled patrolling of the car parks, corridors and staircase of the Building.

Any unannounced visitor or guest who refuses to adequately identify him/herself can and will be asked to leave Building.

The guards or the Management also reserves the rights to turn away visitors or guests if the Resident is not at his respective Unit. The Residents shall not in howsoever interfere with the patrol security system deployed by the Management.

6.2 Disclaimer of Liability

The Residents agrees that the Management shall not howsoever be liable in any manner whatsoever for any loss or damage to any personal property or injury to person or loss of life of any person(s) occurring in Building whether by reason of or howsoever arising from the provision of the patrol security system and/or the failure of the security patrol system or from any act, omission, negligence or default on the part of the Management, its employees, agents or contractors.

7. RENOVATION, DELIVERY AND REMOVAL

7.1 Working Hours

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

Monday to Friday	-	9.00am to 5.00pm
Saturday	-	9.00am to 12.00noon
Hacking Hours	-	11.00am to 2.00pm
Sunday & Public Holiday	-	Strictly Not Permitted

No construction workers are allowed to stay overnight whether inside or outside the unit and all workers shall leave the unit immediately before 6.00pm.

7.2 Renovation Application & Approval

- (i) Owners or Occupants must ensure all renovation works are in accordance to the House Rules and does not contravene the issuance of State of Sabah Land (Subsidiary Title) Enactment 1972 (Sabah No. 9 of 1972).
- (ii) Owners or Occupants must also ensure all renovation works do not effect the value of properties managed.
- (iii) Owners or Occupants must inform the Management and obtain permission prior to commencement of any renovation works.
- (iv) Upon written consent from the Management, the occupants shall obtain all required approval from the Approved Authorities and provide all details such as commencement date, completion date, contractors' insurance coverage or any other item and information requested by the Management.
- (v) No approval, review or comment by the Management or anything stated in the consent shall relieve the occupant of any liability or be construed as a warranty or recognition of the correctness or suitability of anything or render the Management liable to Owner in whatsoever circumstances howsoever caused.
- (vi) Owner or Lessee who intends to put up grilles, install ASTRO, conduct drilling in the building, install air-conditioning / compressor etc. are required to obtain prior written approval from the Management.

Installation of any fixtures must strictly conform to the standards, designs, location and regulation required by the Management. Application for approval must be accompanied by:

- a. Two sets of plans and circuit drawings of electrical modification, if applicable.
- b. The scope of work including the installation of electrical equipment, if applicable.
- c. A copy of work schedule.
- d. Particulars of nominated contractors.
- e. A letter of approval from the unit Owner, if application is made by the lessee.

Advance notices must be given to the Management when large personal effects are to be moved in or out of the unit in order to maintain proper scheduling and monitoring.

7.3 Renovation Limits

- (i) All renovation works shall be strictly confined to the limits of the units. Knocking down of walls and hacking of structural slabs, columns and beams shall not be permitted and all work to be carried out should be in compliance with the prevailing rules and regulations of relevant authorities.
- (ii) Renovations or alterations to the common areas are strictly prohibited.
- (iii) Prior approval to be obtained from "**Jabatan Bomba & Penyelamat**" for any changes to the main entrance to the individual unit.
- (iv) Council By-Laws must be strictly adhered to.
- (v) No renovation or alteration shall be allowed to the external facade of the parcel.
- (vi) No extra water tap or extension shall be allowed at the water meter.

7.4 Renovation Security Deposit

- (i) A refundable deposit of RM1,000 (Ringgit Malaysian One Thousand) only or any amount that may be determined by the Management from time to time shall be paid by the owner/lessee to the Management at least seven (7) days prior to commencement of any removal or renovation works is carried out.
- (ii) A joint inspection shall be conducted together with the contractor, owner and Management representative to confirm that the renovation works has been completed inclusive of cleanliness and no damage were observed on the working and common areas.
- (iii) The refundable deposit sum shall be as stipulated by the Management at the time renovation works are carried out with the followings conditions.

7.5 Registration of Contractors

- (i) All contractors, consultants, suppliers, subcontractors and workers undertaking or supervising any renovation must be registered with the security personnel at the guard house and before commencement of work each day shall wear the "Contractor Pass" issued by the security guard throughout within the apartment.
- (ii) The contractor pass shall be returned to the security check point at the end of each working day.

- (i) The Management reserves the right to refuse entry to any known personnel for whatever purpose which cannot be verified.

7.6 Conduct of Contractors

- (i) Any consultants, suppliers, contractors, sub contractors or workers behaving in a manner unacceptable to the Management or security guard will be refused entry to the site and the occupants will be fully responsible and liable for any loss or damage resulting from such behaviour.
- (ii) Tapping of utilities supply from common grounds or common areas are strictly prohibited. The Occupants of the units shall be held responsible for the behaviour and discipline of all person working on his construction project, including his contractor, sub contractor, builder, architects, engineers, suppliers, foreman, construction workers and/or security guards. The Management shall be entitled to require the occupants to remove from the Building, any person who, in the opinion of the Management deemed misconducts himself and/or causing a nuisance to other occupiers of other units.

7.7 Construction Vehicles

All construction vehicles are not allowed to be parked in the Building. All loading and unloading are to be completed swiftly without obstruction to occupants or theirs vehicles.

7.8 Temporary Storage Facilities

Temporary storage facilities may be permitted in the unit provided there is no adverse impact on other units.

7.9 Negligence during Renovation

Any damage howsoever caused as a result of the undertaking of any renovation to any part of the Building including but not limited to the footpath pavers, culverts, street, plants and landscape, as a result of the act, omission, default or negligence of the contractor or the Owners or Occupants of the units shall be restored by the Owner or Occupants at his own costs.

In the event that any part of the common areas is damaged and not rectified promptly, the Management shall without further notice undertake to repair the same and the cost incurred shall be deduct from the deposit and should the amount exceed the deposit, the Owners or Occupants shall have to pay the excess.

7.10 No Inconvenience to Others

- (i) All workers shall wear proper and clean attire and must observe the peace and quiet enjoyment of the Building and the sensitive to the neighbours. No shouting shall be allowed. The Owner shall not at any time undertake any renovation, causing any inconvenience, disturbance, nuisance or damage of any kind to any other unit or any part of the Building.
- (ii) All workers are to restrict themselves to the unit itself. If they are found to be loitering anywhere other than the unit, they will be remanded, question and resulting been barred from entering **Cyber City Apartments 1** and be reported to the Authority if found of any wrong doing.

7.11 Foreign Workforce

All foreign workers must have valid working permits and a copy of their permit must be given to the Management for record.

7.12 Insurance Cover

The Renovation Company/Owner must take appropriate and sufficient insurance policy to cover workers for Contractors All Risk Hospitalization, Personal Accidents and Repatriation Expenses.

7.13 Liabilities

Contractors carrying wet works on the floor must ensure appropriate waterproofing is applied. Contractors and/or owners are liable should there be any leakage causing damage to the unit below.

7.14 Removal of Rubbish, Debris, etc

All rubbish, debris and unwanted materials shall be regularly removed from the unit so that at all times the Unit under renovation is maintained in a clean and tidy condition to the satisfaction of the Management.

In the event that any part of the common areas is dirtied or debris not removed promptly, the Management shall without further notice undertake to clean and remove the same and the cost incurred shall be deducted from the deposit and should the amount exceed the deposit, the Owners or Occupant shall have to pay the excess.

7.15 Consent and/or Approval of Authority

No renovation works whatsoever shall commence on any unit without the any prior written consent and Approval of the Authority (if applicable) first had been obtained.

7.16 Compliance by Owner

- (i) The owner shall comply with the terms and conditions of the consents, the guidelines and all laws including without limitation the term of all approvals issued by any Authority in undertaking any renovation and shall ensure that the contractor complies with the same.
- (ii) Failure to comply with any of these conditions shall put the contractor and his workforce at their risk of being banned from further entry to the Building.

7.17 Inspection by Management

During the undertaking of any renovation, the Management shall be entitled to carry out inspections at appropriate times to ensure compliance with the guidelines, the consent and applicable laws. The Management and their duly authorized representatives shall have the right at all reasonable times to have access to the unit and to inspect any Building under renovation on the unit without any undue interference from the Owner and the Owner shall offer all access and assistance as may be required by the Management for such purpose.

7.18 Indemnity

In addition to the indemnity provided herein, the Management may request the Owner to execute and deliver a separate letter of indemnity in favor of the Management in form and substance acceptable to the Management, to indemnify the Management against all claims, demands, proceedings, damage, losses, liabilities, costs, charges and expenses whatsoever arising out of or in relation to any act, omission, negligence or default committed by the contractor. The Management may also request a similar letter of indemnity from each and every contractor at the unit before allowing the contractor to commence any renovation works at the Unit.

7.19 Practical Completion of Renovation Works

The Owner shall notify the Management upon the practical completion of renovation works on the unit. Upon completion of the renovation works, the Owner shall obtain any necessary certification from any Authority (such as certificate of fitness for occupation) and completion certificates from responsible consultants or contractors, and promptly rectify any matters notified in writing by the Management.

7.20 Refund of Renovation Deposit

Upon practical completion of renovation works as certified by the relevant Authority, if required, and after due inspection by the Management, the Management shall, subject to the Owner having complied with all terms and conditions stipulated by the management in granting the Consent, the Guidelines and all Approvals and having completed all rectification works to satisfaction of the Management, refund the Renovation Deposit less any amounts payable to the Management subject to there being no damage to the Building or other units and/or breach by the Owner of the Guidelines which have not been satisfactory remedied in which the refund of the deposit shall be made not less

Than 2 weeks upon receipt of such written confirmation by the owner/lessee that all the renovation work has been completed.

7.21 Rectification of Damage

Without prejudice to any other rights and/or any remedies of the Management, the Management reserves the absolute right to use the renovation deposit in whole or in part to rectify and make good in any manner deemed appropriate by the Management, any breach by the Management of the guidelines, including without limitation, section 7.9, 7.14, & 7.19.

In the event the renovation deposit shall be insufficient, the Owner shall pay such additional monies requested by the Management reserves the right to refuse entry to any unknown personnel for whatever purpose which cannot be verified there and then.

7.22 Security Check

All delivery, removal and renovation works must be reported at the security check-point prior to the work being carried out. Otherwise, the Management reserves the right to refuse entry to any unknown personnel for whatever purpose which cannot be verified there and then.

7.23 Identification Passes

All the workers of the contractors concerned must report at the security check-point to obtain identification passes and must wear their passes at all times while in the Building. Any security personnel shall have the right to question any person found without a pass in the Building.

7.24 Use of Staircases

The staircases shall be used cautiously so as not to cause any inconvenience to the other residents.

8 DISCLAIMERS

8.1 Disclaimer of Liability

The Management, its agent and its employees or licensees shall not be liable in any manner whatsoever for loss of or damage to any person, property or injury to or death of person in the Building.

8.2 Terms and Conditions in the Sales and Purchase Agreement

The rules and regulations set out herein shall be in addition to but not in diminution of the terms and conditions, stipulations or restrictions set out and the By-Laws Mutual Covenants annexed there to or the schedule referred to herein.

8.3 Amendments and Alterations

The Management reserves the rights to amend, alter, vary or change any or all of the above House Rules from time to time as it deems necessary upon exercising its sole discretion.

9 Prohibition or Restrictive Covenants

It is hereby expressly agreed that notwithstanding any other provisions herein contained, the Purchaser undertakes and covenants as follows:-

(a) Against Alteration

From the date of the delivery of possession of the said Parcel to the Purchaser until the Effective Date, the Purchaser shall not make any alterations or additions to the said Parcel without the written consent of the Developer of the Interim Management Corporation. In any event, the Purchaser shall not paint the external walls of the said buildings or the said Parcel without the prior approval of the Developer or the Interim Management Corporation.

PROVIDED ALWAYS THAT any unauthorized alterations, additions and installations of any kind to the said Parcel shall be removed or dismantled by the Purchaser at his own sole costs and expenses when requested by the Developer or the Interim Management Corporation to do so. In any event, the Developer or the Interim Management Corporation shall have the right to remove or dismantle any unauthorized alterations, additions or installations of any kind without reference to the Purchaser upon the failure of the Purchaser to remove or dismantle the same within the time frame stipulated by the Developer or the Interim Management Corporation and all such costs and expenses incurred therein for such removal or dismantle shall be solely borne by the Purchaser.

(b)

Against Display of Signboards and Advertisement

The Owners/Residents shall not affix paint or otherwise on the exterior of the said Parcel or windows thereof any name, plate, signboard or advertisement. The Purchaser undertakes that no sign, placard, advertisement, banner, pamphlet or billboard of any kind will be displayed to the public view on any portion of the Parcel.

(c) Against Electrical Installations and Appliance and Water Pipes and Pumps

The Owner/Resident shall not install any electrical sockets, plugs, electricity power points, electrical appliances or air-conditioning units or water pipes or pumps without the previous written consent of the Developer or the Interim Management Corporation and such consent from the Developer shall not be unreasonably withheld if the Purchaser shall at his own costs and expenses obtain a certificate from the Developer or the Interim Management Corporation that any installation of such electrical socket, plug or electrical power point or electrical motor or engine or appliances or air-conditioner shall not overload or cause damage to the power supply or to any of the existing electrical installations in the Building or such installation of water pipes and pumps shall not interfere in any way with the water supply system in the Building or cause damage to the neighbouring Parcel units, party structures or Common Property or other areas in the Building.

(d) Against Installation of Air-Conditioning System Awnings and Windows/Doors Grilles

The Purchaser shall not install any air-conditioning system awnings or window/door grilles which may alter the elevation of the said Building and in any event, all proposed air-conditioning system awnings and window/door grilles shall be subject to the approval of the Developer or the Interim Management Corporation prior to installation of the same.

(e) Against Acts in Violation of Insurance Policies

The Purchaser shall not do or permit or suffer to be done anything whereby the policy or policies of insurance of the said Parcel and the Building (if any) against damage by fire may become void or voidable or whereby by premium may be increased and to pay to the Developer or the Interim Management Corporation on demand all sums paid by the Developer or the Interim Management Corporation as a result of the non-observance or breach of this covenant by the Purchaser.

(f) Maintenance of Building

The Owner/Resident will not allow any building or other structure erected on the Parcel to fall into disrepair or become of poor condition or become unclean or is allowed to be infested with vermin, insects and other pests, whether inside or outside, including all walls, gates, sidewalks and driveways located on the Parcel.

10. Further and Additional Restrictive Covenants

The Owner/Resident will not:

- (i)** Cut, damage, maim, divert, block, obstruct or in any way render the pipes, cables, Surface or pipe drains which service the other Parcels unserviceable or only partially serviceable;
- (ii)** Permit or suffer any nuisance caused to other Owners or the Developer by his animals;
- (iii)** Breach or fail to comply with any Local Authority by-laws and ordinances relating to the disposal of garbage or generally, the use of the Parcel;
- (iv)** Permit any breach of the restrictions and covenants imposed by the provisions herein by any of his tenants, guests, servants, employees, agents, children, invitees and licensees;

- (v) Damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the Common Property (if any);
- (vi) Use for his own purposes as a garden or otherwise any portion of the Common Property;
- (vii) Obstruct lawful use of the Common Property by any person;
- (viii) Deposit or thrown upon the Common Property any rubbish, dirt or dust or other material likely to interfere with the peaceful enjoyment of the other Owners;
- (ix) Transfer, assign or otherwise dispose of the Parcel or his interest therein without the transferee agreeing to execute and executing a deed of mutual covenants between the Developer and the transferee in such form and substance as is acceptable to the Developer; do, or cause anything to be done on the Parcel in respect of which the Purchaser is the registered or beneficial owner which would constitute a violation or contravention of any planning, environmental, health or toxic and hazardous substances, waste, disposal or pollution laws, ordinances, orders and regulations.

11. Continue Effect of Covenants

The Purchaser further warrants and agrees that all the provisions and clauses hereof shall continue to subsist and to have full force and effect notwithstanding the transfer of the said parcel by the Developer to Purchaser.

COMMON FACILITIES-THE GENERAL RULES

1. RIGHTFUL AND DELINQUENT USERS

- (i) All recreational facilities built therein at the said Building/Project land shall be for the exclusive use of the Residents and their permitted invited guests.
- (ii) The employees of the Residents shall not be permitted to use the recreational facilities unless they are signed in as guests on every occasion.
- (iii) All guests must be signed in and must be accompanied by the Residents - hosts throughout the use of specified facilities. The Resident concerned shall be responsible for the behaviour of their guests.
- (iv) Any person who uses any of the Common Facilities shall identify himself as and when required by the Manager or his representative i.e the security guard.
- (v) All Resident shall be required to produce the resident pass as and when requested by the Manager, security guards or any authorized agent when using any of the Common Facilities.
- (vi) The Manager or his agents or subordinate reserves the right to stop anyone who is not eligible from using any of the Common Facilities.

2. USE AT USER'S OWN RISK

- (i) While the Manager shall take every precaution to ensure that the facilities are properly maintained, all residents and their guests shall use the common facilities at their own risks and the Manager shall not be held responsible for any injury sustained or for any losses or damages whatsoever or howsoever might arise as a result of the individual or group residents or their guests using the said facilities.
- (ii) The Manager shall not be held responsible for any loss or damage to any personal belongings which are left in any part of the common areas.
- (iii) Except those games or activities for which the premises or facilities are meant for or games activities for which is specifically intended, no other games or activities shall take place unless approved by the Manager.
- (iv) Radios, Hi-fi equipment, tape-recorders, television sets, musical instruments and/or other similar audio or visual equipment shall not be used/played in or around the swimming pool recreational area save and except with prior special written permission from the Management.

3. USE OF THE SWIMMING POOL

- (i) The swimming pool shall only be used from 9.00am to 9.00pm and **Closed on Monday** or such times as may be decided by the Management from time to time and only the Residents and their Guests are entitled to use the swimming pool.
- (ii) All users shall be required to use proper swimming attire such as swimming trunks and swim suits.
- (iii) No swimming is allowed when it is raining or whenever there is thunder or lightning.

- (iv) All persons must shower immediately before using the swimming pool. A person having infection or communicable disease shall not use the swimming pool. Spitting, nose-blowing and the like shall not be permitted in the swimming pool.
- (v) The maximum number of Guests per unit who may use the swimming pool shall not exceed two (2) at any one time. The Management shall be entitled to lay down rules disallowing the use of the swimming pool by Guests at such times as the management deems necessary in the interest of the Residents.
- (vi) A Guest may only use the swimming pool when accompanied by a Resident who shall ensure that the Guests comply with the rules contained herein.
- (vii) No person shall wear his pins, rollers, safety pins and other like objects while in the swimming pool.
- (viii) Surfboards, snorkeling and scuba gears, bulky inflatable toys and similar objects shall not be permitted in the swimming pool.
- (ix) **Children aged twelve (12) and below** shall not be allowed in the swimming pool recreational area which means the swimming pool and the area surrounding thereto unless accompanied and supervised by an adult.
- (x) No food or beverage shall be permitted in the immediate vicinity of the swimming pool.
- (xi) Ball sports, Frisbee playing, roller skating and other similar activities shall not be permitted in the swimming pool recreational area.
- (xii) No life guard will be provided at anytime at the pools. The pools are used at every **user's own risk**. While the Management will be as practical as possible to take precautions to look after the safety of the user's, it cannot assume responsibility for any loss or damage to any person's property, injury or death caused by and due to whatsoever causes or reasons.
- (xiii) Any Guests who breaches any of the rules contained herein may be required to leave the swimming pool recreational area. Any resident who commits such breach may be required to pay such fine(s) as the Management may impose. The resident may be fined by the Management in respect of any breach committed by his Guests.
- (xiv) These rules are subject to change without prior notice.

4. **USE OF THE OUTDOOR BASKETBALL COURTS**

- (i) The basketball court shall only be used free of charge from 9.00 am to 10.00 pm and only the residents and their Guests are entitled to use the basketball court.
- (ii) Players shall be in proper attire.
- (iii) All shoes are to be free from sand before entering the basketball court. No street/outdoor shoes such as boots, high-heeled shoes or leather shoes are to be worn into the court except those shoes designed for basketball.
- (iv) The maximum number of Guests per unit who may use the basketball court shall not exceed five (5) at any one time.

- (v) Guest may only use the basketball court when accompanied by a Resident who shall ensure that the Guests comply with the rules contained herein.
- (vi) The use of the basketball court may be reserved calling the Management Office not later than forty eight (48) hours before the scheduled game. Failure to use the court after fifteen (15) minutes of the time scheduled, the period reserved shall then be forfeited.
- (vii) Reservations made on the same day as the date of play must be made at the Management Office during office hours or at the Guard house after office hours and during Sundays and Public Holidays. This subject to availability.
- (viii) A resident shall be permitted to book two (2) hour at only one time and for a maximum of three (3) hours per day provided the hours reserved are not consecutive.
- (ix) No food or beverage shall be permitted in the immediately vicinity of the basketball court, with the of mineral/plain drinking water.
- (x) No smoking is permitted in the basketball court or within its immediate vicinity.
- (xi) No radio, tape-recorders, television sets and other electronic or mechanical equipment may be brought into the court.
- (xii) Any Guests who breaches any of the rules contained herein may be required to leave the court. Any Residents who commits such breach may be required to pay such fine(s) as the Management may impose. The Resident may be fined by the Management in respect of any breach committed by his Guests.
- (xiii) These rules are subject to change without prior notice.

5. USE OF BADMINTON COURT

- (i) The badminton court shall only be used from 9.00 am to 10.00 pm and only the residents and their guests are entitled to use the badminton court.
- (ii) Players shall be in proper badminton attire.
- (iii) All shoes are to be free from sand before entering the badminton court. No street / outdoor shoes such as boots, high heeled shoes or leather shoes are to be worn into the badminton court except those shoes designated for badminton.
- (iv) The maximum number of Guests per unit who may use the badminton court shall not exceed three (3) at any one time and not more than three (3) sessions per week.
- (v) Guests may only use the badminton court when accompanied by a Resident who shall ensure that the Guests comply with the rules contained herein.
- (vi) The rental of the badminton court may be reserved on the prescribed form which shall be completed and signed by the concerned Resident at the Management Office not later than forty eight (48) hours before the scheduled game on a first come first served basis with a rental fee of RM7 per court hour chargeable upon confirmation.

- (vii) Reservation may be cancelled without penalty provided the cancellation is made on the prescribed form and submitted to the Management any twenty four (24) hours before the scheduled time of play. Any Resident who fails to cancel in this manner shall be charged accordingly.
- (viii) No food or beverage shall be permitted in the gymnasium with the exception of mineral/plain drinking water.
- (ix) No smoking is permitted in the badminton court or within its immediate vicinity.
- (x) No radio, tape recorders, television sets and other electronic or mechanical equipment may be brought into the badminton court.
- (xi) The Management may require any person using the Facilities to identify himself.
- (xii) Any Guests who breaches any of the rules contained herein may be required to leave the badminton court. Any Residents who commits such breach may be required to pay such fine(s) as the Management may impose. The Resident may be fined by the Management in respect of any breach committed by his Guests.
- (xiii) These rules are subject to change without prior notice.

6. USE OF THE GYMNASIUM

- (i) The gymnasium is open daily from 9.00 am to 9.00 pm.
- (ii) For safety reasons, proper shorts attire should be worn by users at all times. Only rubber sole shoes are permitted in the gymnasium.
- (iii) Do not use the gymnasium while in wet swimming attire.
- (iv) The maximum number of Guests per unit to use the gymnasium shall not exceed two (2) persons at any once time.
- (v) Guests of Residents must be accompanied by their hosts when using the gymnasium who shall ensure that their Guests comply with the rules in force.
- (vi) **Children aged twelve (12) years and below** are not allowed into the gymnasium.
- (vii) No smoking is permitted in the gymnasium.
- (viii) No food or beverages shall be permitted in the gymnasium with the exception of mineral / plain drinking water.
- (ix) All equipments provided in the gymnasium are to be carefully handled and extra precaution must be taken so as not to cause any damage to the equipment. After use, all moveable equipment must be returned to their respective places.
- (x) The gymnasium is used at every user's own risk. While the Management will take every precaution to look after the safety of the users, it cannot assume responsibility for any loss or damage to any person's property, injury or death caused by and due to whatsoever causes or reasons.
- (xi) Any person found in breach of any rules shall be asked to leave the gymnasium.

- (xii) The Management reserves the rights to change the rules, opening and closing hours without prior notice.

7. USE OF THE CLUB HOUSE

- (i) Club House Pit may be reserved by the residents for their private parties/functions daily from 8.00am to 11.00pm only.
- (ii) Any application for reservation shall be submitted to the management office at least one (1) week in advance.
- (iii) All reservations shall be on a first come first served basis, subject to the Rules and Regulations lay down by the management from time to time. However, the management reserves the right to reject any reservations for any reason deemed appropriate.
- (iv) The charge for the exclusive use of the Club House Hall for every function/party is RM150.00 which is to be paid upon reservation.
- (v) A sum of RM150.00 shall be paid as deposit, when making the reservation. The deposit shall be refunded if the Club House Hall has been discarded of any article, etc. In the event the above mentioned rubbish is not cleared away from the said area, the cost of removing such rubbish, and/or if there is any damage caused, the cost of repairing or replacing the article shall be deducted from the deposit. In the event the said cost exceeds the amount of deposit, then the resident concerned shall be required to pay the excess amount.
- (vi) The resident who has made the reservation shall ensure that the Club House and its surrounding areas are cleared of all refuse after use.
- (vii) Due care shall be taken when using the Club House.
- (viii) The resident concerned shall submit a list of the guests to the management office one (1) day before the function/party so that a copy can be given to the guard house for security purpose.
- (ix) Any person found in breach of any rule shall be asked to leave the Club House area.
- (x) Every Unit shall not be allowed to reserve the Club House more than once a week, unless there is no other reservation made by another Unit.
- (xi) The use of this facility is subject to compliance of Clause 2.5 (i) and (ii).
- (xii) These rules are subject to change without prior notice.

1. INTRODUCTION

The Management emphasizes and place importance in implementation of safety rules and procedures.

An emergency is an event (actual or imminent) which in any way endangers, or threatens to endanger, the safety or health of any person; destroys or damages, or threatens to destroy or damage, any property.

Residents are advised to pre set the phone number of the security posts in their house phone or mobile phone for the purpose of alerting our security guards at the Guard House in the event of emergencies.

2. IN-HOUSE SECURITY

2.1 The co-operation of all Residents will help to promote the effectiveness of the security system. Residents are requested to abide by the rules set. Arguments with security guards are discouraged. Any dissatisfaction with the rules or the enforcement thereof should be directed preferably in writing to the Management.

2.2 Responsibilities of Security Guards

- ↑ Control of incoming and outgoing traffic.
- ↑ Record particulars of traffic, Guests and visitors to the building.
- ↑ Note down request from Residents and forward feedback to the Manager.
- ↑ Preparation of daily security reports to be submitted to the Manager for checking.
- ↑ Other duties as provided by the Management in the Standing Orders and instructions for Security Guards.

2.3 Security Procedures

- ↑ Residents shall be requested to give the names to their Guests to the security guard at the Guard House if Guest is expected.
- ↑ The security guard shall ask for the Guest's identification card (driving license or other forms of identification may be retained in exchange for visitor pass) and record the particulars before issuing a visitor pass which shall be returned to the security guard when Guests leave the Building.
- ↑ Any instructions or complaints received from Residents through the telephone shall be recorded in writing and referred to the Manager for action.
- ↑ Residents are advised to inform the security guard at the Guard House if any special deliveries are expected.
- ↑ Residents are advised not to request any favours from security guards for example purchasing of items, passing cash in any form, accepting any sort of mail which includes registered mail, keys, etc. This is to safeguard both parties and avoid any unnecessary misunderstanding or untoward incident from

2.4 Residence Security

- ↑ Ensure that all your doors and windows are properly secured if you are going out or turning in for the night.

- 2.3 ↑ Inform the Management Office if you are going away for period of time.
- ↑ Do not encourage theft by leaving cash or valuable items near open doors or windows or which are visible from outside your unit.
- ↑ Inform the Guard House immediately if you see any suspicious characters or hear any unusual sounds especially during the night.
- ↑ Do not open your door if you are unsure who is at your doorstep. Check through your peephole, if any or make sure your door latch is secured before you open the door.
- ↑ Do not leave the Proximity Access Card, house keys or valuable items in your vehicle.
- ↑ Secure your unit with alarm system.

3. FIRE

3.1 Guide

- ↑ Upon detecting any fire or smoke, do not panic.
 Raise the alarm. Call the Guard House immediately to seek assistance and to call the Fire and Rescue Department.
- ↑ Try to contain or kill the fire by using the fire extinguisher but without endangering your life or other people's lives.
- ↑ Should the fire get out of control, evacuate everyone from your home immediately after turning off the gas and electricity supply. Do not attempt to pack belongings.

3.2 Dealing With Fire

If you are caught in a fire:

- ↑ If a person's clothing is on fire, wrap a blanket, rug or other similar article around him and lay him on the floor to prevent flames from reaching the head.
- ↑ If electrical appliances are involved, switch off the electrical supply before dealing with the fire.
- ↑ Shut the door and windows of the room in which the fire is discovered. Use wet towels or sheets and wedge these under the door to prevent smoke from seeping through.
- ↑ If the room or place is filled with smoke-take short breaths, get down on the floor and crawl away from the place. The air nearer the floor is cleaner and less likely to contain deadly gases.
- ↑ To prevent excessive inhalation of smoke, wrap a piece of wet cloth or other similar material around your mouth and nose.

3.3 Evacuation Procedures

- ↑ Stop all activities and get ready to move immediately. Do not waste time trying to collect your belongings.

- 2.3 ↑ If you are at home, turn off the gas stove and electricity supply and leave together with everyone.
- ↑ Remain outdoors until the emergency is over.
- ↑ Always assist the children, elderly and handicapped people during evacuation.
- ↑ While at the assembly point, do not obstruct any of the Fire and Rescue personnel from carrying out their duties.
- ↑ Once assembled, do not move out. Make sure that the children are together or with their relatives so that they are under control.

3.4 **Guides on Safety and Fire Prevention**

- ↑ How to prevent a fire:
- ↑ Ensure ash and cigarette receptacles are emptied regularly.
- ↑ Do not throw lighted cigarette butts or other similar items into the refuse bin, waste paper basket or no other combustible materials.
- ↑ Maintain all gas and cooking appliances are in sound working condition.
- ↑ Switch off the gas stove and oven immediately after use.
- ↑ Do not smoke while in bed.
- ↑ Do not carry out any unapproved electrical extensions or use electrical appliances that are faulty or not approved by the authorities.
- ↑ Be aware of the locations of the firefighting equipment and know how to use them.
- ↑ Keep matches, candles, lighters and like out of children's reach.
- ↑ Do not leave combustible materials near sources of heat or fire.

4. **GAS LEAK**

4.1 **Guide**

If you experience a smell which you think may be due to a gas leak:

- ↑ Turn off the gas supply
- ↑ Do not turn any electrical switches on or off.
- ↑ Do not smoke, strike matches or use naked flames.
- ↑ Open all doors and windows to disperse the gas.
- ↑ Check all gas appliances-cookers, stove, etc, for unlit gas, or if the pilot light has gone out.
- ↑ Keep people away from the affected area.

5. SWIMMING POOL

5.1 Pool Safety Checklist for Adults

- ↑ Ensure you and your children put on appropriate swimming attire while using the pool.
- ↑ Never allow swimming before or during a thunderstorm. Lightning flashes are equally deadly.
- ↑ Do not allow any children of any age to swim alone.
- ↑ Never leave your children unsupervised in or near the pool. Supervision means actively supervising children, listening and watching them closely so that you can intervene promptly in an emergency.
- ↑ Do not leave pool toys and floats in the pool or pool area that may attract young children to the water.
- ↑ Educate your children about the dangers of water and instill safety habits into them at a young age.
- ↑ Remind your children never to play, run, push, jump on other or fool around the pool.
- ↑ Do not allow your children to swim for too long a period. Fatigue will only lead to breathing difficulties which results in panicking. Panic is the swimmer's worst enemy.
- ↑ Do not rely solely in inflatable inner tubes and water wings which are merely floatation aids, and not safety devices.
- ↑ Enroll your children in swimming classes with qualified instructors. Equip them with basic water safety and survival skills.
- ↑ Make your children swim within the designate swimming areas, for example, the wading pool for young children and the shallow end for the older children.
- ↑ If a child in the swimming pool area is suddenly missing, always look in the pool first. Precious seconds count in preventing death or disability.
- ↑ Learn how to perform cardiopulmonary resuscitation (CPR) on infants and children, an important life-saving skill.
- ↑ Diving is not allowed in our pool.
- ↑ For adults: Do not drink and swim. Alcohol influence balance, co-ordination and judgment, and its effects are heightened by sun exposure and heat.

Date:

Serial No.:

HEROWANG SDN BHD

Cyber City Apartments,
Jalan Lintas, Kg Sunduow
Kepayan, 88200, Penampang,
Sabah.

Unit No.: _____, **Cyber City Apartments 1,**
Jalan Kepayan 88200 Kota Kinabalu, Sabah.
Owners/Lessees:

I/We _____ being Owner(s)/Lessees (s)
of the above mentioned unit of Cyber City Apartments 1
hereby acknowledge receipt of this **House Rules Hand Book**
(1/09) of Cyber City Apartments and agree to abide and
follow the said rules.

Further, I fully understood the contents as stated in this said
House Rules Hand Book.

Thank you.

Name:

NRIC No.:

Name:

NRIC No.:

Date:

Serial No.:

HEROWANG SDN BHD

Cyber City Apartments

Jalan Lintas, Kg Sunduow

Kepayan, 88200 Penampang

Sabah.

Unit No.: _____, **Cyber City Apartments 1,**
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Name:
NRIC No.:

Name:
NRIC No.:

CYBER CITY

— apartments —

Property Management Office

Cyber City Apartments, Club House

Jalan Kepayan 88200 Kota Kinabalu, Sabah

Tel : +6088 _____

Fax : +6088 _____

Email: cca1mc1@gmail.com (General)

cca1mcofficer2@gmail.com (For Payment)

S o n d u o u . j a l a n l i n t a s