

# Ocean View Resort Management Corporation

Strata Book Number 32

## House Rules

### PRELIMINARY

1. This Schedule of House Rules effective from 11<sup>th</sup> May 2003 may be referred to as the "House Rules" and shall include the rules and regulations found in this Schedule and shall further include such amendments and guidelines there to as may from time to time be made by the Management Council in its absolute discretion.
2. In these Rules, unless the context otherwise requires:
  - "**Management Corporation**" in relation to any subdivided building shown in an approved strata plan, means the Management Corporation established under section 39, 64, or 64A of the Strata Titles Act 1985 (Act 318) & RULES AND ORDER.
  - "**Council**" in relation to a management corporation, means the COUNCIL of that Management Corporation elected under Sect. 39 of the Strata Titles Act 1985 by the Registered Proprietors.
  - "**Registered Proprietor**" refers to a parcel proprietor, that is to say, a person or body for the time being **registered as the proprietor** of a parcel under the Strata Titles Act 1985.
  - "**Apartment**" means a premise(s)/unit(s) in Ocean View Condominium belonging to the registered owner under the Strata Titles Act
  - "**Guest/Visitor**" means a person(s) who are on the Premises at the invitation of the Registered Proprietor or Purchaser.
  - "**Tenant**" means a person(s) occupying the Premises pursuant to a lease or tenancy agreement with the Registered Proprietor or Purchaser and is duly registered with the Management.
  - "**Occupant**" means a person(s) lawfully occupying the Premises and includes the Registered Proprietor, Purchaser or Tenant who is in occupation of the Premises and is duly registered with the Management.
  - "**Purchaser**" has the meaning assigned to it under the Sales/Purchase Agreement.

**“Premises”** includes the condominium blocks, building, recreational facilities/area and the surrounding area/ grounds.

**“Management”** means the Ocean View Resort Management Corporation, its servants, agents or other person or persons duly authorized to manage the Condominium.

**“Defaulting Occupant”** an occupant is deemed a defaulter if his maintenance and related charges have not been fully settled.

3. For the purposes of the House Rules an Occupant shall be deemed to be not lawfully occupying the Premises if he has not been duly 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.

#### 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, profession or advertising notice.
6. No Registered Proprietor, Purchaser, or Tenant 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 persons of a character objectionable to the Management. The Management reserves full rights to refuse entry to any such persons.
7. The Registered Proprietor or Purchaser must notify the Management in the event he rents/lets out the Apartment. The Registered Proprietor or Purchaser shall furnish the Management with full details of the tenancy as the Management may require from time to time and the Registered Proprietor and the Purchaser shall cause the Tenant to sign the said House Rules and shall be bound by same. The Registered Proprietor and the Purchaser shall not be entitled to use the facilities until the tenancy is terminated. The Registered/Purchaser shall bind the tenant who shall at all times during the Tenancy Agreement not allow the apartment to be sublet under any circumstances.
8. The Registered Proprietor or Purchaser as the case may be, shall furnish 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 Registered Proprietor or Purchaser as the case may be shall further inform the Management with particulars of the new occupants.

9. Nothing shall be allowed, done or kept in the Apartment or Common Property which may overload or impair the lifts, 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 offence or nuisance to other persons. BBQ and any related activities in the apartment balcony or corridors is strictly prohibited. No burning, fire related activities, shall be allowed within the resort. Only approved electric grillers shall be allowed for BBQ purposes within the designated areas.
11. Radios, hi-fidelity equipment, television, musical instruments and other like equipment shall be played at a volume acceptable to neighbors at all times.
12. No renovation or installation of awnings, shades, screens, air-condition unit and grilles shall be allowed without written approval from the Management. The Management shall not be held liable for failure to obtain Certificate of Fitness or Strata Titles due to unauthorized/non approved renovations.
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. Any person/persons found violating shall be liable for any damage or cost there from.
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 and glass objects must be carried to the ground level main refuse collection centre.

15. No explosive of any nature, including fireworks of any nature, may be kept, stored or used in the Apartments. Petroleum products which may be kept or stored in the Apartment shall be limited to the usual quantities incidental to the occupancy of the private residential dwelling.
16. Plants maintained in a manner to beautify the surroundings is acceptable to the Management. The Management encourages Occupants to green our surroundings however 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 out side of the Apartment.
18. 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 Apartment. In particular, such textile items shall not be hung from poles which protrude through the windows, balconies or roofs of the Apartment. The management is authorized to take any action deemed necessary against such Registered Proprietors, Purchasers, and /or Tenants.
19. No furniture packages or objects of any kind or otherwise, unless intended to beautify the surroundings, which obstruct the right of passage shall be placed, stored or maintained in any common corridor, hall, lobby, stairway, walkway, ground, or other parts of the Common Property. The Management, whose decision shall be final reserves the right to accept or refuse to allow any such beautification projects without assigning any reasons whatsoever.
20. Bicycles, tricycles, children's riding toys, roller skates, roller blades, skateboards and the like shall not be ridden in, used or left in any part of the Common Property. The management reserves the right to dispose any discarded such items without notifying the Registered Proprietor or Occupant.
21. No person shall wear a wet bathing suit, smoke, drink or eat in any elevator. Wet attire is not allowed within the café area. No food shall be consumed in the swimming pool area. Also, it is advisable that food is consumed at least one hour before swimming.
22. Furniture, furnishings and other property located in the Common Property shall not be altered or removed from their location.

23. Fire-fighting equipment must not be tampered with. The Registered Proprietor, Purchaser, and Tenant are responsible for any person or persons under their charge and shall be accordingly billed for any repairs, replacement incurred in respect of such tampered or damaged equipment caused by such persons.
24. 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. The Occupant shall be billed accordingly for any damages caused.
25. The Occupant shall be liable and shall be billed accordingly for all costs and expenses incurred by or on behalf of the Management 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.
26. 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 for settlement to the Management whose decision shall be final.

#### **CAR PARK**

27. Only Vehicles with stickers and passes provided by the management shall be parked only in the unreserved parking lots provided on a 1<sup>st</sup> come 1st park basis. Vehicles of defaulting Occupants with or without stickers shall not be parked within the premises.
28. The Management shall at its absolute discretion allocate reserved parking bays.
29. No vehicles may be left unattended in any drive-away. The Management reserves the right to clamp such vehicles.
30. Stickers/Passes for the Occupants'/ Guests vehicles must be displayed all times at the designated areas. Any additional stickers/passes or any replacement for loss or damaged stickers/passes will be at a fee. The Management reserves the right to clamp vehicles not displaying Stickers/Passes.

31. No major repairs may be made to any vehicle parked within the premises. A "major repair" includes a repair that involves excessive noise or spillage of oil. Occupants/Guests shall be billed accordingly for excessive clean up costs.
32. The parking lot(s) shall only be used for parking the Occupant's/Guest's own vehicle(s) and the Occupant/Guest shall report the registration number of his vehicle(s) and his apartment number to the Management to obtain his sticker/pass. Priority shall be given to the Registered Proprietors/Purchasers to park their vehicles at the covered car park on a 1<sup>st</sup> come 1<sup>st</sup> served basis.
33. The Occupant /Guest shall accept and submit to the decision and authority of the Security Officers and 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 the vehicle.
34. The car park lot(s) shall be confined only to the use of a passenger car(s) only.
35. The Occupant/Guest shall notify and immediately seek the permission of the Management and obtain his sticker/pass if he is making use of the car park lot(s) for a vehicle not otherwise recorded by the Management.
36. Each car park lot shall only be used for the parking of one (1) vehicle.
37. There shall be no interference with the Management's discharge of duties whose decision shall be final.
38. All vehicles and goods left at the parking area is 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.
39. The Occupant/Guest hereby agrees that the Management shall not be liable for any damages or loss suffered by the Guest/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 omissions of the Management.

## RECREATIONAL FACILITIES

40. Only the Occupant shall be entitled to use the recreational facilities and such facilities shall be used in accordance with Rules and Regulations which govern each recreational facility. Occupants shall be charged for use of facilities which shall vary from facility to facility and must be fully paid for before usage. Prior booking shall be made through the management Office before usage is permitted. The usage of such facilities will be on a first come first served basis and limited to occupants whose maintenance dues are up to date, and for practical purposes be limited to 2 (two) persons per apartment. Guests of Registered Tenants shall be charged for use of facilities.
41. Recreational facilities means the Jacuzzi, Steam Bath, Spa, Tennis Courts, Barbeque Area, Swimming Pool, Wading Pool, Saunas, Gymnasium, Beach Volley Ball Court, Archery, Indoor Golf Driving Range, Internet, Video Games, Mini Theatre, Karaoke, Rock Climbing Wall, Pool Tables, Darts, Table Tennis, Carroms, Bicycles, Children's Playground, Meeting Rooms, and any others facilities that may be added from time to time.
42. Authorized guests of Registered Owners entitlement shall be limited to two (2) persons for each apartment at a time. Additional facilities passes may be purchased at rates set by the Management.
43. The Occupant is required to obtain the facilities pass from the Management to use the recreational facilities. **Defaulting occupants shall not be issued with the facilities pass.** The occupant must ensure that he and his guests strictly observe the dress code. Proper swimming attire and sports shoes are a must to use the swimming pool and gymnasium respectively. The instructions and directions of the security officers must be adhered to at all times.
44. Radios, tape recorders, television sets and other electronic or mechanical sound reproduction shall not be used in the recreational areas expect with special permission from the Management.
45. The viewing and distribution of pornographic materials via the internet is strictly prohibited at the resort.

46. Only the video games available shall be played at the Video Games Room. No person shall bring his own game to play at the Video Games Room.
47. Any 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 by the Management from the use of such facilities.

#### **PETS**

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

#### **VISITORS**

49. All visitors must be accompanied by their resident hosts. 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.
50. Visitors are required to leave some personal identification with the security desk, before entry into the apartment block is permitted.
51. Residents are to ensure that guests do not cause annoyance or be a nuisance to other residents and guests.
52. The Management reserves the right to request any guests to leave the premises without having to assign any reason for so doing.

#### **FUNERAL AND BEREAVEMENT ARRANGEMENTS**

53. All Occupants/Tenants/ 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.

## MISCELLANEOUS

54. Any Contractor/Vendor/Supplier engaged by the Occupant shall first report to the Management before proceeding to do any such work or provide services for the Occupant at the Occupant's apartment. The Contractor/Vendor/Supplier shall pay a security deposit determined by the Management which shall not be less than RM100/- (Ringgit Malaysia One Hundred only) and which is refundable the same day. The management shall refund the security deposit on ensuring that the Contractor/Vendor/Supplier has cleaned all debris and has left the premise/environment in the original state of cleanliness. In the event the Contractor/Vendor/Supplier fails to leave the premises/environment in its original state of cleanliness, the Management reserves the absolute right to forfeit the security deposit. The security deposit conditions shall be strictly enforced on a day to day basis and not otherwise.
55. The Occupants shall be responsible for ensuring that their Guest(s) comply with these House Rules failing which the guest/guests may be expelled from the premises.
56. Membership Facilities; Non-occupants shall be allowed membership facilities subject to terms and conditions determined by the Council from time to time. Changes to membership fees, and related charges shall be determined by the council from time to time.
57. The House Rules may be amended without prior notice from time to time by the Council.

5.8 pursuant to a special resolution the General Body resolved that after 30 days the maintenance fee becoming due in respect of all the share units held by the owner/s (proprietor/s), water meters to the unit/s (parcel/s) shall be removed and/or water supply to the unit/s (parcel/s) shall be disconnected.

5.9 Registered owners who have defaulted payment of their maintenance fee will only be allowed access to their unit/s (parcel/s) and will be denied access and usage of the common area and the common facilities.

5.10 Guests and family members of the registered owners who have defaulted payment of their maintenance fee, shall not be allowed to occupy the unit/s (parcel/s) nor have access and usage of the common area and the common facilities.