

**PANTAI HILLPARK 5
Management Corporation
BY-LAWS**

PART 1 PRELIMINARY

1. Short title, application and commencement.

- 1.1 These By-Laws may be cited as the Pantai Hillpark 5 By-Laws
- 1.2 The Pantai Hillpark 5 By-Laws comes into force on **28** th day of December 2024.
- 1.3 In the event there is any conflict between the Pantai Hillpark 5 By-Laws and the Strata Management Act 2013, the Strata Management Act 2013 shall prevail.

2. Interpretation.

In this Pantai Hillpark 5 By-Laws:-

- 2.1 **“Act”** means Strata Management Act, 2013 (Act 757).
- 2.2 **“Management Committee”** means the management committee as defined under section 2 of the Act.
- 2.3 **“Common Property/Area(s)”** means the common property as defined under Section 2 of the Act.
- 2.4 **“Facilities”** mean the following security system, swimming pool, barbecue area, children’s playground, recreational court, carwash area.
- 2.5 **“Guest(s)”** means a person other than an Occupier who is on the premises at the invitation of an Occupier.
- 2.6 **“Lessee(s)”** means a person occupying the unit pursuant to a lease or tenancy agreement with the Proprietor(s).
- 2.7 **“Management Account”** shall comprise service charge, and any other obligatory costs approved by the Management Corporation including late payment interest as provided by the Act.
- 2.8 **“Management Corporation”** refers to Pantai Hillpark 5 Management Corporation (Registration No. XXXXXXXXXXXXXXXX) formed under the Strata Title Act 1985 and having addressed at XXXXXXXXXXXXXXXX, Jalan Pantai Murni 1, 59200 Kuala Lumpur.
- 2.9 **“Management Company”** means the property management company appointed by the management corporation to manage Pantai Hillpark 5 Condominium.

- 2.10 **“Occupier/Occupant(s)”** means a person lawfully occupying a condominium unit either as a Proprietor or a Tenant/Sub-Tenant.
- 2.11 **“Proprietor(s)”** refer to the owner or the Proprietor, that is to say, a person or body for the time being registered as the Proprietor of the unit.
- 2.12 **“Sinking Fund”** means the fund established and maintained by the Management Corporation, hereof to be utilised solely for the purpose of purchasing, upgrading, renewing or replacing any capital items of the Common Area.
- 2.13 **“STRA”** refers to Short-Term Rental Accommodation, i.e. a parcel that is rented for a short period.

PART 2 THE Management Corporation

3. Register of occupants.

- 3.1 Every Proprietor shall provide the details of occupants of his parcel (including his occupants under STRA) to the management corporation within seven (7) days from the date of the occupancy, notwithstanding Paras 8 and 9 below. Any of the unregistered occupant shall be prohibited from using the common facilities.

4. Deployment of property management digital platform.

- 4.1 A digital platform shall be deployed as a primary form of parcel management, facility management, billings and communication between the management company, management corporation and Proprietors.
- 4.2 Unless it is specifically provided for in the Act, all communication made and bills issued via the platform by the management corporation shall be deemed to be received by the Proprietors on the date of such publication.
- 4.3 A Proprietor shall register with the management corporation to use the platform. The management corporation shall not be liable for any loss suffered by any Proprietor from the usage of the digital platform.

5. Conduct of committee members.

- 5.1 Committee members shall carry out their duties with objectivity, trust and integrity for the benefit of all Proprietors, on a voluntary basis without receiving any allowances, save for any allowance approved in accordance with the Act in a general meeting, emoluments, or being accorded any preferential treatment or

waiver from the compliance to the by-laws or additional by-laws or any dispensation from following the established rules and procedures that apply to all Proprietors.

- 5.2 Committee members shall actively participate in discussions, deliberations and decision making in an open and frank manner during the management committee meeting, while maintaining proper decorum, respect and professionalism. Discussions and feedback should be constructive and orientated towards formulating robust and tenable solutions. Committee members shall not make disparaging remarks, personal attacks or unsubstantiated comments to fellow committee members, employees and agents of the management company, or any third party.
- 5.3 All committee members shall be notified of all communication, discussion and decisions of the management committee.
- 5.4 Matters discussed by the committee members may involve private details of Proprietors, delicate or sensitive matters. Committee members shall not disclose or allow information to be compromised to any person outside the management committee, save to those expressly authorised by the management committee.
- 5.5 Committee members shall not place themselves in a situation where a conflict may arise or perceived to arise between their personal interests and that of the management corporation. Committee members shall declare to the committee of any circumstance or situation that may potentially result in a conflict of interest, so that such potential conflict of interest may be addressed or averted. In this regard, a committee member shall declare if he has any direct or indirect interests in any discussions, negotiations or contracts for the supply of goods or services with the management corporation.

6. Management Corporation

- 6.1 Management Corporation shall be responsible for the maintenance and repair of the Common Property. The powers and duties of Management Corporation shall include those set forth in the By-laws and regulations of Management Corporation respectively, adopted by the Proprietors and as amended from time to time. In addition, Management Corporation shall have all the powers and duties set forth in the Act 757 as well as all the powers and duties granted to or imposed upon by this instrument.
- 6.2 The Proprietor(s) shall by the 14th day of each month pay to Management Corporation his contribution towards the Management Fund:
 - a. Service charges, insurance, quit rent and water bills (and parking rental, if any);

- b. A sinking fund of which the funds shall be utilised solely for the purpose of repainting and replacing any capital items of the Common Property; and
 - c. Any fines, levies, penalties and other related costs stated in these By-Laws as imposed by the Management Corporation.
- 6.3 Any Management Fund not paid by the 14th day of each month shall incur interest at 10% per annum from the due date until actual payment. Management Corporation shall have a lien on each Parcel for any Management Fund unpaid on such Parcel together with interest thereon and for reasonable legal fees and cost incurred by Management Corporation or other incidentals to the collection of the Management Fund or enforcement of the lien. All late payment interests are deemed as contribution to the Management Fund.
- 6.4 The Proprietor(s) hereby expressly agrees that Management Corporation shall be entitled to display and / or disclose the unit number of a parcel together with the Proprietor's name and all outstanding Management Fund (i.e. service charge, sinking fund, insurance premium, late payment interest and any other obligatory costs of Management Corporation) and Sinking Fund (including capital call funds for repainting) on notice boards or on any other common area if the Proprietor(s) fails to pay the Funds.
- 6.5 Where monies owed to the Management Corporation exceeds one thousand ringgit (RM 1000), the Management Corporation shall be entitled to
 - a. refuse the Proprietor(s) vehicles and all those claiming through or under him entry into Pantai Hillpark 5;
 - b. refuse any food delivery to the unit.

All costs and legal fees incurred towards its recovery shall be borne by the Proprietor. An administrative fee of RM20.00 per restoration of water supply shall be paid by the Proprietor(s).
- 6.6 Any tenant, sub-tenant or occupier who, in order to avoid the attachment or sale of the moveable property, water disruption and any other actions for non-payment of any sum due to Management Corporation by the Parcel Proprietor, pays such sum to Management Corporation and then may thereafter, in the absence of any written agreement to the contrary, deduct the amount so paid by him to the parcel Proprietor, and may retain possession until such amount has been fully reimbursed to him whether by deduction from the rent or other means whatsoever.
- 6.7 The rules and regulations set out in these By-Laws shall be in addition to but not in diminution of the terms and conditions, stipulations or restrictions set out by the Sales and Purchase Agreement and the By-Laws and Mutual Covenants annexed thereto or the schedules referred to therein.

7. Powers of a management corporation to impose a fine.

- 7.1 Unless specifically provided herein, the management corporation shall impose a fine of one hundred ringgit (RM100) for breach of by-law or Pantai Hillpark 5 Additional By-Laws. The management corporation may, at its absolute discretion, impose a fine of two hundred ringgit (RM200) against repeated offender.
- 7.2 Appeal to a fine must be lodged with the management corporation in writing within seven (7) days from date of issuance of the fine. The management corporation shall have the absolute discretion on the outcome of the appeal.

PART 3 THE PARCEL

8. Maximum number of occupants per parcel.

- 8.1 Each parcel shall be allowed a maximum number of five (5) occupants, unless approved otherwise by the management corporation.

9. Operating a short-term rental accommodation.

- 9.1 A parcel shall be deemed as an STRA if –
 - a. it (in part or in full) is offered for short-term rental of less than ninety (30) days per tenure; or
 - b. it is listed on a digital platform that provides online booking for short-term rental.
- 9.2 A Proprietor shall obtain approval from the management corporation to operate an STRA and comply with prevailing laws, guidelines, rules and regulations issued by the relevant authorities governing STRA.
- 9.3 A Proprietor who operates an STRA shall place and continue to maintain a security deposit of two thousand ringgit (RM2,000) per parcel with the management corporation which shall be refunded in full or net of amounts due to the management corporation, free of interest, within thirty (30) days of termination by the management corporation or cancellation by the Proprietor of the STRA approval.
- 9.4 A Proprietor who fails to rectify a breach committed by his STRA guest shall have his STRA approval suspended within one (1) day and automatically terminated within three (3) days after notification of the breach by the management corporation.

- 9.5 A Proprietor operating an STRA without management corporation approval shall immediately cease and desist all STRA activities, remove all STRA guests, and incur a fine of two hundred ringgit (RM200) per parcel.

10 Operating a long-term lease

- 10.1 The Proprietor(s) must notify the Management Corporation within 14 days from a tenancy agreement taking effect. Details shall include, among other things, legal information on new Occupier(s). The Proprietor(s) must update the Management Corporation on any changes to the lease.
- 10.2 Failure to inform the Management Corporation will result in a fine of two hundred ringgit (RM200) per parcel.

11 Running a home-based small scale business.

- 11.1 A Proprietor operating a home-based small scale business shall always respect the convenience, comfort, peace and safety of other Proprietors.
- 11.2 Such business activities shall not:
- a. adversely affect other Proprietors' living environment or cause any nuisance, e.g. noise, smoke, odour, dust, litter, high human or vehicle traffic;
 - b. involve the use of heavy equipment or appliances that are not intended for domestic use;
 - c. require additional workers or staff;
 - d. require storage or frequent movement of goods;
 - e. involve handling of dangerous or hazardous items;
 - f. display business signboard at the façade;
 - g. result in any increase in insurance tariff or risk profile, which results in the increase in cost of insurance for the management corporation; or
 - h. breach any licensing, registration or regulatory requirement of any relevant authorities.
- 11.3 A Proprietor who breaches any provisions of subparagraph 9(2) shall be fined two hundred ringgit (RM200) and immediate cease business operation until the breach is rectified.

12 Peaceful enjoyment of Parcel

- 12.1 Quiet time shall be from 11.00 pm to 7.00 am of the following day. However, at all times, a Proprietor shall prevent excessive and sustained noise due to his actions,

usage of electrical and electronic equipment, apparatus or appliances, musical instrument, or any objects or items.

- 12.2 Smoking at common area is prohibited. A Proprietor is only permitted to smoke inside a parcel, provided reasonable steps are taken to prevent cigarette smoke from emitting from the parcel, causing risk of second-hand smoke to others.
- 12.3 The Management Corporation shall determine, as objectively and reasonably as possible, any acts that illicit reasonable cause of complaints from others as an act of nuisance or an offensive conduct occurring within Pantai Hillpark 5. Once notified by the Management Corporation of such instances of causing nuisance or offensive conduct, the offending Proprietor shall immediately cease and desist from such acts or behaviour. However, if the Management Corporation deem the complaint as unreasonable, frivolous and vexatious, or without merit, no further action shall be taken on the matter.
- 12.4 If a tenant of a parcel fails to maintain proper conduct, the management corporation may, in addition to issuing fine, notify the Proprietor of such breach and remind him of the responsibility of tenants and Proprietors to comply by-laws and Pantai Hillpark 5 By- Laws.
- 12.5 Discharging, igniting or playing of fireworks, firecrackers or flares of any shape or form is prohibited inside Pantai Hillpark 5.
- 12.6 Feeding stray animals or birds within the common area is prohibited due to concerns about hygiene, potential damage to property, and the possibility of attracting more stray animals entering the premises. Any feeding of any type of animal in the common area (birds, dogs, cats) will incur a fine of RM 200 per offence.
- 12.7 Not to allow any activity or keep in any unit or common property item(s) which may overload or impair the floors, walls, roofs or balconies thereof or cause an increase in insurance premium or the cancellation or invalidation or non-renewal of existing insurance policies.
- 12.8 On no account should any funeral wakes, rites and rituals be held within a parcel.

13 Keeping of Animals

- 13.1 A Proprietor shall maintain a register with the management corporation for keeping animals which are generally not caged or not kept in a tank. Application for approval must be accompanied by a proof of health check by a registered veterinarian and animal vaccination record. The management corporation shall be authorised to remove unregistered animals from Pantai Hillpark 5.

- 13.2 Keeping of dog is further subject to DBKL by-laws.
- 13.3 Each parcel shall be allowed to keep a maximum of one (1) dog and/or three (3) cats.
- 13.4 A Proprietor shall leash or cage the animal, and not allow his animals to roam freely or unsupervised when in and around common area and ensure animals do not defecate or urinate in and around common area and shall immediately clean up after his animal.
- 13.5 Animal(s) must not be left unattended inside the parcel for any period of time deemed inappropriate for the animal. If the welfare of the animal is at stake and all efforts to contact the Proprietor has failed, the management corporation shall engage relevant authorities to commence rescue mission and shall be authorised to break- in (with necessary force) the parcel. All cost incurred during the rescue mission shall be charged to and imposed on the Proprietor, and the management
- 13.6 Management Corporation shall not be liable for any damage reasonably caused to the property of the Proprietor in the process of removing such animal.
- 13.7 Animals are forbidden in the following common areas:
- a. Swimming pool and poolside;
 - b. Sports facilities;
 - c. Playground; and
 - d. Management office.
- 13.8 Animal owners shall demonstrate sensitivity and consideration towards others who may be uncomfortable in the presence of animals.

14 Moving in or out, or delivery of bulk items.

- 14.1 The Occupier shall obtain approval from the management corporation to move in or out of Pantai Hillpark 5 where hired transporters or movers are involved. This incurs a deposit of three hundred ringgit (RM300) which shall be refunded in full or net of all amounts due to the management corporation, free of interest, within thirty (30) days after the day of moving.
- 14.2 The common properties shall be sufficient protected and cleaned throughout the process.
- 14.3 Permitted hours are (subject to changes by the management corporation): Monday – Friday : 9am – 5pm

Saturday : 9am - 1pm
Sunday & Public Holidays : Not allowed

- 14.4 Management Corporation shall be notified one (1) business day (i.e. twenty-four hours) prior to moving.
- 14.5 All transportation of large items of furniture / personal effects via the lift shall not exceed 600kg at any one time. Strict care shall be exercised in the moving of furniture or any bulky or heavy items into the lift. The Management Corporation reserves the absolute right and discretion to prohibit any person to use the lift should the person fail to comply with any of the regulations herein.
- 14.6 The Proprietor and / or his Tenant shall be held responsible for any damage caused to the Common Area and whatsoever liabilities arising thereof in the course of the moving.

15 Common facilities.

- 15.1 The Management Corporation shall maintain, manage and administer all common facilities for the benefit of Proprietors and shall impose additional terms and conditions for facility usage that all Proprietors shall abide by. Notwithstanding anything hereunder, the management corporation shall bear no liability for any loss, injury or damage sustained by any person using the facilities, except where such loss, injury or damage is due to gross negligence by the management corporation to maintain the facilities in good order.
- 15.2 A Proprietor shall be liable for damages to facilities caused by the Proprietor or his Guest(s).
- 15.3 Further details on use and operation hours of common facilities are available in Schedules I, II, and III.
- 15.4 Facilities shall be used exclusively for the intended purpose, unless otherwise authorised by the management corporation. In addition, the facilities shall be returned to its original state and kept clean after each use. A Proprietor shall be liable for any cost incurred by the management corporation to clean, restore or repair the facilities as a result of his misuse.
- 15.5 The management corporation is empowered to issue fines of two hundred ringgit (RM 200) per incident, per individual for failure to observe guidelines on use of common facilities.

16 Disposal Of Solid Waste

- 16.1 Occupiers shall ensure that all rubbish shall be wrapped up properly in non-porous bags and disposed of properly into the refuse chamber located at the ground floors. All wet refuse should be thoroughly drained of any liquid and care shall be taken to prevent dripping on the floor from the corridor to the lifts.
- 16.2 Disposal of rubbish out of any windows, balconies or doors, or common areas will incur a fine of RM 200 per occurrence.
- 16.3 In the event of any accidental spillage of waste at common area, a Proprietor causing such spillage shall clear and clean such spillage.
- 16.4 Heavy or bulky objects such as sofas, mattresses, cupboards, etc. must be placed at the main refuse roro bin which will be disposed of by the contractors.
- 16.5 Combustible substances such as paint and petroleum products cannot be made within Pantai Hillpark 5.
- 16.6 Condoms, sanitary pads, towels and other similar materials must not be disposed through sanitary pipes. Gravy, curry, and liquid foods must be thoroughly strained before disposal through pipes. Cooking oil must be collected in bottles to be disposed through the Pantai Hillpark 5 recycling initiative. This is to prevent clogging up of the drainage pipes and manholes which will cause severe disruption and inconvenience to all Occupiers.
- 16.7 The Management Corporation reserve the right to charge the Occupier for workers engaged to remove refuse or remedy any nuisance damage caused by any non-compliance of the rules.

17 Vehicles.

- 17.1 One parking bay shall accommodate one vehicle at any one time. Any additional vehicle parked at the same bay may be wheel-clamped or towed away by the management corporation, at the vehicle owner's cost without prior notice.
- 17.2 Wheel clamping removal fee shall be one hundred ringgit (RM100) for a car and fifty ringgit (RM50) for a motorbike, as per Schedule VI.
- 17.3 Vehicles must be parked within the perimeter of the parking bay.
- 17.4 The Management Corporation shall identify the location of parking bays available for rent and shall determine the rental amount, and the terms and conditions of the rental agreement.

- 17.5 The Occupier shall register details of his vehicle with the management corporation by providing the parcel number, parking bay number, name and contact details of the vehicle owner, vehicle registration number, make and model. The Occupier shall update the management corporation immediately of any change of vehicle. The management corporation reserves the right to deny entry to vehicles not listed in the register. Each registered vehicle shall be issued one (1) electromagnetic access card which shall be used to enter or exit Pantai Hillpark 5. Such card is not transferable and the use of such card shall be subject to terms and conditions determined by the management corporation.
- 17.6 Guest shall park his vehicle at the Guest bay for up to four (4) hours each day. Overnight parking shall not be allowed unless explicitly approved by the management corporation, failing which the vehicle shall be wheel-clamped or towed away by the management corporation, at the vehicle owner's cost without prior notice.
- 17.7 With reference to Schedule VI, one-year rental of car park shall be made available to parcel Proprietors for a fee on a 'first come, first served' basis, subject to a waiting list queue. The Management Corporation shall reserve the rights to assign the number of rental car park in whatever manner it deems fit.
- 17.8 Vehicle wrongfully occupying areas other than the designated car park lot may be wheel-clamped without prior warning as per Schedule VI.
- 17.9 The Management Corporation reserves the right to remove derelict vehicles within seven (7) days notice. Any cost incurred will be billed to the parcel concerned.
- 17.10 The Management Corporation reserves the right to redesign, revise and re-allocate the layout of the car park lots and to stipulate from time to time any other terms and conditions relating to the use of the car park or such other terms and conditions that may be imposed by the relevant authorities limited to its nature as a car park only. The same applies to motorcycle parking lots.
- 17.11 A non-transferable vehicle stickers shall be provided for each parking bay and the same shall be displayed prominently at all times for easy identification as per Schedule VI.
- 17.12 Any vehicle parked within Pantai Hillpark 5 without sticker or entry permit will be wheel-clamped as per Schedule VI.
- 17.13 There shall be no more than one (1) motorcycle sticker issued per unit.
- 17.14 Management Corporation shall be entitled at its own discretion without notice to the offenders to tow away or clamp (at the vehicle Proprietor's / offender's costs)

any vehicle parked outside the proper designated / allocated car parking bay or at the parking bay of any other Proprietor(s).

17.15 All wheel-clamps can only be removed after payment of a penalty charge (Please refer Schedule VI) and the rate charged by the towing company. Defaulter shall be subject to a holding charge (Please refer Schedule VI). The said charges shall be deemed as contributions to the Management Fund.

17.16 Management Corporation shall not be responsible or liable in any way whatsoever for any damage or loss suffered by the occupier(s) howsoever arising as a result of enforcing these rules, or in any way relating to his use of a car park bay, or in breach of the car parking rules stated in these By-Laws.

17.17 No heavy repair work shall be permitted on the parking lot or in the premises (a 'heavy repair' includes but is not limited to repair that involves excessive noise or spillage of oil or dirt).

17.18 No structures may be built on parking bays.

17.19 Management Corporation shall not be responsible or liable in any way for any damage or loss suffered in relation to use of the parking bay.

18 SECURITY

18.1 Except for law enforcement and emergency services personnel, entry into and movement within designated areas of Pantai Hillpark 5 shall be managed via an electromagnetic access card system. The management corporation shall define the rules and regulation governing the issuance, usage, management and control of the system and all persons using the access card shall be bound by these rules and regulations.

18.2 The access cards are properties of the management corporation, which shall be the sole party authorised to issue the cards. Consequently any damaged, misplaced, lost and found, or faulty cards shall be returned to the management corporation to be replaced, terminated or returned to the original cardholder. Fees concerning access cards and stickers are found in Schedule VII.

18.3 Cardholders shall ensure proper use and safekeeping of the cards and shall not tamper with, duplicate or clone the cards. The Management Corporation shall both deactivate cloned and its original card.

18.4 The total number of access cards issued for each parcel shall not exceed the number of occupants permitted under Clause 8.1.

- 18.5 The management corporation shall be authorised to use the recordings of CCTVs for security and other purposes permitted by law. A Proprietor who is found guilty of tempering or vandalizing with the CCTV devices shall be fined two hundred ringgit (RM200) per offence in addition to costs for repair or replacement of such CCTV devices.
- 18.6 All Guests shall register with the management corporation upon entry into Pantai Hillpark 5. Guests who fail to do so, who are not able to provide reason for visitation, or whom the management corporation reasonably believes do not have valid reasons to enter Pantai Hillpark 5, shall be denied entry.

SCHEDULE I

RULES AND REGULATIONS GOVERNING THE USE OF SWIMMING POOL

1. The swimming pool shall be open for use every day except such time when the facility is closed for cleaning or maintenance. Only the Occupier(s) and his Guest(s) are entitled to use the swimming pool. The pool is opened from 0800 to 1000.
2. Management Corporation may disallow the use of the swimming pool by any Guest(s) in the interests of all Occupiers.
3. Guest(s) may only use the swimming pool when accompanied by the host.
4. Only persons with proper swimming attire will be allowed to use the facility. No other sportswear attire will be allowed in the pool.
5. All persons using this facility must shower before entering the swimming pool and dry themselves before leaving the pool area. A person having an infections or communicable disease shall not use the swimming pool. Nose blaring, spitting, urinating and the like shall not be permitted in the pool.
6. No person shall wear hairpins, rollers, safety pins, glassware, breakable and other harmful objects, such as curries, bobby pins, etc. while in the swimming pool.
7. Surfboards, snorkeling and scuba gear, bulky inflatable toys, football and basketball and similar objects shall not be permitted in the swimming pool.
8. Children aged 12 years and under shall not be allowed in the swimming pool unless accompanied and supervised by an adult.
9. No pets shall be allowed in the facility.
10. Radios, tape recorder, television sets and other electronic / mechanical equipment which may cause any nuisance annoyance disturbance or inconvenience to other users of the facilities shall not be used in the swimming recreational area except with written permission from Management Corporation
11. Any Guest(s) who breaches any of the rules and regulation contained herein shall be required to leave the swimming pool area. Notwithstanding Clause 14.5 any Occupier(s) and/or Guest(s) who commits such breach may be required to pay such fine(s) as Management Corporation may impose.
12. No lifeguards are present at the pool.

13. The poolside is available for booking on a first-come-first-served basis subject to Schedule VI. The Management Corporation shall reserve the right to reject any reservation for any reason deemed appropriate.

14. The Occupier(s) shall ensure that the poolside is kept clean and tidy after use. Failing which, the Management Corporation shall attend to cleaning of the poolside at the sole cost of such Occupiers.

15. The Occupier(s) shall be responsible for any damages to the poolside during the period used by him / her.

SCHEDULE II

RULES AND REGULATIONS GOVERNING THE USE OF BARBECUE FACILITY

1. Only the Occupier(s) and his Guest(s) are entitled to use the barbecue facility.
2. A guest may only use the barbecue facility when accompanied by his host Occupier(s).
3. The barbecue facility is available for booking on a first-come-first-served basis subject to Schedule VI. The Management Corporation shall reserve the right to reject any reservation for any reason deemed appropriate.
4. The Occupier(s) shall ensure that the barbecue facility is kept clean and tidy after use. Failing which, the Management Corporation shall attend to cleaning of the barbecue facility at the sole cost of such Occupiers.
5. The Occupier(s) shall be responsible for any damages to the barbecue facility during the period used by him/her.
6. The Occupier shall ensure that no food or beverage is brought into the immediate vicinity of the pool.
7. Due care shall be taken when using the barbeque pit and the fire shall be put out at the end of the function.
8. The Occupier concerned may submit a list of their guests to the Management Office one day before the function, so that a copy can be given to the guard house for security checking purpose.
9. The use of barbecue facility is at the sole risk of the Occupier(s) and their Guest(s). The Management Corporation shall not be held liable for any injury, damage or mishap howsoever caused.
10. Occupiers(s) shall not be allowed to reserve the poolside facilities more than once a month, unless there is no other reservation made by any other resident.

SCHEDULE III

RULES AND REGULATIONS GOVERNING THE USE OF OTHER COMMON FACILITIES

1. Recreational Sports Court

- 1.1. Appropriate court shoes must be worn at all times.
- 1.2. No food is allowed at court. Proper disposal of water bottles, tennis balls and shuttlecocks are expected from all users. The Occupier(s) shall ensure that the court is kept clean and tidy after use. Failing which, the Management Corporation shall attend to cleaning of the court at the sole cost of such Occupiers.
- 1.3. Proper use of the facility is expected at all times. The cost of any damage or loss to the facility will be borne by the Occupant(s).
- 1.4. Noise must not be excessive that it interferes with the quiet enjoyment others.
- 1.5. Cycling within the court is strictly prohibited.
- 1.6. A booking system is in place at the Guard House. Occupant(s) and his accompanying guest(s) are required to book the facility before playing. Usage is for a maximum period of two (2) hours.
- 1.7. Advance booking is allowed. However, the same Occupant(s) may not book the facility repeatedly in a way that deprives other Occupant(s) the opportunity to play at the selected the day or time thereof.
- 1.8. The facility is locked at all times. The key may be obtained from the Guard House upon booking of facility. The Occupant is responsible for locking up, switching off the lights and returning the key. Management Corporation is empowered to bar certain persons from use of the Recreational Sports Court where repeated abuse of the facility is found.

2. Playground

- 2.1. Children must be accompanied by adults at all times.
- 2.2. Excessive and rough play causing damage to any equipment is prohibited

3. Carwash Area

- 3.1. Only vehicles with valid parking stickers may use the carwash facility.
- 3.2. Vehicles must be removed from the carwash facility immediately after use. Vehicles left unattended for more than 15 minutes will be wheel-clamped.

- 3.3. Rubber or floor mats may not be dusted on the side wall of the building adjacent to the carwash area.

SCHEDULE IV

RULES AND REGULATIONS GOVERNING THE USE OF COMMON AREAS

1. No Obstruction at Common Areas

The sidewalls, passages, lobbies, stairways and common corridors shall not be obstructed at any time or used for any purpose other than their designated uses only.

2. Potted Plants

All potted plants shall be placed in containers within the Unit in order to prevent any water from dripping or any soil from dropping onto any other common areas. All the residents shall ensure that no potted plants or any other objects are placed dangerously on or near the perimeter of the premises whereby they may fall and cause bodily harm to person(s) or damage to the property below. No more than three large pots may be placed at the balcony to prevent overloading and risk the balcony collapsing.

3. Cleaning of Areas Adjoining to the External Walls

Care shall be taken when cleaning areas adjoining the external walls including balconies so as to prevent water from running down the exterior of the building or into other areas.

4. Liabilities for Damages to Common Properties

Any damages caused to any common property shall be assessed by Management Corporation or property manager and the cost of repair and / or replacement shall be charged to the resident(s) responsible.

5. Furniture and Equipment in Common Areas

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

Not to place or leave behind anything at the common area except shoe cabinet and floor mat. These include but not limited to shoes, slippers, bicycles, potted plants, etc.

Nothing may be placed in front of or at emergency stairways or inside utility rooms.

Corridor rails may not be used to hang or air-dry laundry, bed-sheets, shoes, mattresses, etc. Any act that affects the building façade is prohibited.

SCHEDULE V

RULES AND REGULATIONS GOVERNING RENOVATION WORKS

1. A Proprietor shall deposit one thousand ringgit (RM2,000) with the Management Corporation for major renovation or repair, and five hundred ringgit (RM500) for minor renovation. Deposit shall be refunded in full or net of any amounts due to the management corporation, free of interest, within thirty (30) days after final inspection.
2. Renovation or repairs involving hammering, hacking, grinding, pounding and drilling, masonry wet works, piping works, major electrical installations, works involving façade shall be considered as major renovation.
3. Renovation or repairs involving minor drilling or hacking, that is usually completed within one day shall be considered as minor renovation. Repairs involving movable items, equipment or appliances shall be considered as minor repair.
4. Explicit approval from the management corporation must be obtained for major renovation and shall be subject to submission of complete supporting documents (drawing, plans, schedule, scope, etc.), details of contractors and their workers, delivery company and their driver details, and whatever additional document or information that the management corporation may require. The management corporation shall be given three (3) working days to review the application and shall not be liable for any delay in renovation or repair works pending issuance of approval.
5. The management corporation shall issue an immediate stop-work order for renovation or repair undertaken without approval and the offender shall be fined two hundred ringgit (RM200).
6. Permitted hours for carrying out renovation and repairs are (subject to changes by the management corporation):

Monday – Friday	:	9am – 5pm (up to 3pm for noise-heavy works)
Saturday	:	9am - 1pm (noise-heavy works not allowed)
Sunday & Public Holidays	:	Not allowed
7. The management corporation may allow emergency works beyond the permitted hours if such works are necessary for safety reasons or to restore essential services to the parcel or common properties.
8. For heavy or bulk items, the delivery team shall provide surface protection on the common area, especially inside lift carriage. The management corporation may perform pre- unloading inspection and shall allow unloading once all protection is in place. Delivery team shall clean up the common area after each delivery.

9. Renovation materials and equipment shall be stored inside the parcel, unless approval from the management corporation is granted for temporary storage at designated common area. Items stored at common area shall be stored at own risk, not cause any safety hazard to other Proprietors or damage the common area.

10. The Proprietor is responsible for providing own roto bins to collect renovation waste. Such bins shall be placed at a location designated by the management corporation and the Proprietor shall provide sufficient surface protection at the area where the bins are placed. Bins shall be covered outside of the permitted hours mentioned in Clause 6 above.

11. A Proprietor shall allow the management corporation to make regular and uninterrupted inspection of the renovation works or repairs, during which time notes, photographic or video evidence may be taken to record work done or any breach committed. A stop-work order shall be issued if a breach is identified and work can only resume once the breach is rectified to the satisfaction of the management corporation. Where necessary, the management corporation shall appoint own contractor to rectify any breach and the Proprietor shall bear all cost relating thereto.

12. The management corporation shall conduct a final inspection once renovation or repair is completed. Deposit shall be refunded once the management corporation is satisfied that the renovation works or repairs have been done accordingly. Deductions will be made for any damage caused / cleaning works necessary to the common area.

13. Proprietor must ensure that all renovation works to be undertaken comply with the requirements of all relevant authorities and obtain all necessary approvals as required by the prevailing acts, by-laws and regulations imposed by such authorities.

14. Hacking and modification to any of the building structural members, breaking of any common party walls or removal of fire rated doors are strictly prohibited.

15. The Proprietor is responsible for the daily removal of all renovation debris. No trace of materials, fittings or fixtures are to be left in the lifts, at the lobby, car parking lots, common areas or staircases during or after renovation. Failing which, the Management Corporation will employ cleaning services and cost shall be charged on the Proprietor.

16. In a situation where a Proprietor's unit defects affect another Proprietor(s)' unit(s) or the Common Property, the Management Corporation will give 14 days' notice for the said Proprietor to commence repair work. Failing which the Management Corporation shall undertake to repair the defects at all the affected units at the said Proprietor's cost.

17. Façade shall not be altered or modified, except for the addition of the following which shall be subject to approval from the management corporation and shall comply with the guidelines and designs issued by the management corporation:

- a. Interior window grill (to be placed inside the parcel window)
- b. Exterior door grill (main door)

c. Satellite dish, broadband & telecommunication services

18. Any projections through any door or window including awnings shall not be installed. Air-conditioner compressor, brackets, drainpipes and coolant hose should be fixed within the internal faces of the premises only.

19. Notices, advertisements, posters, illuminations or other means of visual communication shall not be placed on windows, doors, or passages in such a manner that they are visible from the outside of the condominium units.

SCHEDULE VI

RULES AND REGULATIONS GOVERNING COST, DEPOSIT, FINE AND PENALTY

1. Car Sticker, Access Card and Pedestrian Access Card
 - a. First vehicle sticker (for car and motorcycle parking bays) – Free
 - b. First vehicle access card – Free
 - c. First five (5) pedestrian access cards – Free
 - d. Replacement of damaged/lost or additional vehicle stickers - RM30
 - e. First replacement of damaged/lost access card – RM50 per card
 - f. Subsequent replacement of damaged/lost access card - RM 100 per card(A parcel shall have a maximum of 5 cards per unit at any given time)
2. Rental Car Park
 - a. One (1) month Security Deposit – RM 170.00
 - b. Rental – RM 170.00 per month
3. Towing, wheel-clamping, and miscellaneous penalties
 - a. Towing – Full towing charges per billing and additional fine of RM 200 per vehicle
 - b. Fine for removal of clamping – RM50.00 per wheel-clamp, per day.
 - c. Holding cost charge – RM30.00 per day
4. Fines and penalty for breach of By-Laws
 - a. Fines are fixed at RM200.00 per incident, per offender
 - b. The Proprietor(s) hereby expressly agrees that Management Corporation shall be entitled to use its discretion in fixing the amount of fines and the penalty;
 - c. Any appeals shall be brought to the Management Committee. The Management Committee reserves the right to reverse any decision and its decision is final.

The Proprietor(s) hereby expressly agrees that Management Corporation shall be entitled to refuse the Proprietor(s) vehicles and all those claiming through or under him entry onto Pantai Hillpark 5 or any part thereof and Management Corporation shall be entitled to disrupt the supply of water to the condominium unit in the event that the Proprietor(s) shall fail to pay the fines and the penalty, for more than sixty (60) days and all cost and legal fees incurred towards its recovery shall be borne by the Proprietor. An administrative fee of RM20.00 per restoration of water supply shall be paid by the Proprietor(s).

Management Corporation reserve the right to engage and bring in the Local Authority / Police Personnel for additional reinforcement whenever required in the event of a breach of By-Laws by Occupant(s).

5. Deposit for booking of common facilities
 - a. Barbeque facility only – RM100.00
 - b. Poolside party – RM200.00

- c. Barbeque facility and poolside party – RM300.00
- 6. Deposit for renovation work
 - a. Minor renovation – RM500
 - b. Major renovation – RM2,000
- 7. The rates are subject to review from time to time as and when deemed appropriate by Management Corporation.
- 8. All deposits shall be refunded upon restoration to condition prior to use. Where additional cleaning, and/or repair works for damage is/are due such cost(s) shall be deducted from the deposit. In the event the said cost exceeds the amount of the deposit, then the resident(s) concerned shall be required to pay the excess amount.

Schedule VII PURCHASE POLICIES & PROCEDURES

Request for Expenditure (RE).

Class/ Value Category.	Roles & Approval.
1. Minor/Small purchases (2000.00 and below.)	RE not required. BM only
2. Quotations (2001 – 5000).	BM + Any One MC Official* or Member.
3. Minor Tender. (5001- 50,000)	Any two MC Official* plus one MC Member.
4. Major Tender. (Above 50,001).	Three MC Official*. Written and signed MC resolution required and attached.

***MC Official means Chairman, Treasurer, and Secretary.**

Table 1. Classification of Purchases.

Class/Value Category.		Value ¹ (RM)	Procurement Process (Expenditure Limits)²
1	Minor/Small Purchases	Up to 2000/-	No formal tenders required.
2	Quotations.	Between 2001-5000/-	Require competitive written sealed bids , or by email to MC Chairman. No formal tenders required.
3	Minor Tenders.	Between 5001 -50,000/-	Formal tenders required, sealed bid only. No submission by email.
4	Major Tenders.	Above 50,000/-	Formal tenders required. Sealed bids only. Signed MC Resolution required

Class /Value Rm	Document/Standard.	Roles - Approval/Award.
Class 3. Minor Tender. Between 5001- 50000.	<ul style="list-style-type: none"> ✓ Formal Tender Procedures. ✓ Minimum five Bids. 	
	Prepare documents: RFI – Request for Information. RFP – Request for Proposals ITB - Invitation to Bid . By Building/Area Manager.	Reviewed and approved by MC Official in charge of relevant portfolio.
	Bid Evaluation and award recommendation. By Building & Operation Manager and nominated MC Officials.	Presented to and reviewed by Minor Tender Committee.
	Tender award .	Minor Tender Committee. <ul style="list-style-type: none"> ✓ Chairman <u>or</u> Treasurer. ✓ Secretary. ✓ MC member (not in charge of the relevant portfolio).
Class 4. Major tender. Above 50,001	<ul style="list-style-type: none"> ✓ Formal Tender Procedures. ✓ Minimum six Bids. 	
	Prepare documents (RFI,RFP, ITB) By Building Manager & Area Manager.	Presented to and reviewed by Major Tender Committee.
	Bid Evaluation and award recommendation. By Building & Operation Manager and nominated MC Officials.	Presented to and reviewed by Major Tender Committee.
	Tender award .	Major Tender Committee. <ul style="list-style-type: none"> ✓ Chairman ✓ Treasurer. ✓ Secretary. MC member (not in charge of the relevant portfolio).