



Jalan Sulaman, Kota Kinabalu

UNIT NO

NAME OF OWNER / RESIDENT

House Rules

RULE 1

DEFINITIONS

In these House Rules, unless the context otherwise requires, each of the following words or expressions shall bear the meaning as stated:

- 1.1 **“Owner”** means the person or persons holding legal title to a unit.
- 1.2 **“Resident”** means a person or persons residing the unit who is either a lessee or an owner.
- 1.3 **“Guest”** means a person other than a resident who is on the premises at the invitation of a resident.
- 1.4 **“Lessee”** means a person, who is for the time being leasing one of the units from its lawful owner.
- 1.5 **“Apartment”** means the units and common area of University Apartments.
- 1.6 **“Apartment Areas”** means all areas in the apartment.
- 1.7 **“Management”** means the Vendor, Management Corporation (when formed) or any authorized representatives of the Vendor or Management Corporation (When formed) who are responsible for the enforcement of House Rules and the management and maintenance of the University Apartments.
- 1.8 **“Complex”** means the building or buildings comprising the individual premises, the common properties and the car park which are collectively known as University Apartments.

RULE 2

VENDORS OBLIGATIONS

2.1 Prior to Formation of Management Corporation

- (a) 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 Purchase Agreement and or the Deed of Mutual Covenant for the purposes 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 other Purchasers.
- (b) Prior to the formation of the Management Corporation, the vendor shall control, manage and administer and properly maintain the Common Property and keep in a state of good and serviceable repair.
- (c) Effectively, in item 2-1 (b), the vendor shall enter into any appropriate maintenance or service contracts for the period until the Management Corporations takes over management and administration of the University Apartments.
- (d) Prior to the formation of Management Corporation, the purchaser shall duly and punctually pay to the Developer service charges in the amount and in the manner described in the Sale and Purchase Agreement.
- (e) Prior to the formation of the Management Corporation, the vendor 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.

2.2 Limitation of Duties of the Members of Management.

The vendor and members of the management team as appointed by the vendor are not obliged to perform any private business or errands for any resident. They shall help in the smooth running of planned community functions/activities other than function as regulated in item 2.1 of the House Rules. Therefore, it shall be appreciated that resident shall not offer any form of gratuities to any member of management for any personal service to be rendered.

2.3 Disclaimer of Accuracy

The Management shall not be responsible for the accuracy of the description or 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 right to make amendments and charges subject to planning or implementation constraints.

2.4 From time to time, the Management shall implement new by-laws or house rules for the benefit of the Owners.

RULE 3

OCCUPANCY

3.1 Approved Use of Parcels

The parcels are to be used for residential purposes and shall not be used for business purpose (illegal or otherwise) which may tarnish the image of the Apartment.

3.2 Contact Registration by Purchasers with the Vendor

- (a) The purchaser shall submit to the vendor, his current mailing address and contact number and other relevant information which the vendor may require from time to time.
- (b) In the event that the purchaser shall let out the parcel, the purchaser shall immediately inform the management and supply particulars of lessee and details of the lease as they may require from time to time.
- (C) Should the purchasers appoint any agents to represent their interests, they shall vendor in writing of such an appointment prior to allowing access to their respective premises.

3.3 Transfer of Rights

Entitlement to the use of the common areas and facilities shall be automatically transferred to once the lawful purchaser has leased out his parcel and such lawful purchaser shall not be use any of the said facilities throughout the duration of the lease unless as a guest or at the list of his lessee or other residents.

3.4 Overloading

Nothing shall be allowed, done or kept in the parcel which may overload or impair the floor roofs thereof or cause any increase in insurance premium rates or the cancellation, invalidate for renewal of existing insurance policies.

3.5 Solicitation

No soliciting of religious, political or unlawful activities shall be permitted in the building.

3.6 Domestic Pets

- (a) Do not keep pets which may cause nuisance or disturbance to any resident of the complex.
- (b) Residents shall ensure that their invited guests do not bring pets which may cause nuisance or disturbance to any resident of the complex.
- (c) Pets are not allowed in the common areas.
- (d) The Management reserves the right to remove, with or without notice, any pets which nuisance and disturbance such as leaving faeces at the common areas, causing noise to other owners or intruding to other apartments or common areas. The cost removal shall be borne by the owner.

3.7 Upkeep and Maintenance of the Apartment

- (a) The Owner shall give notice to the Management and the other Owners and residents of the Complex of his intention to repair or replace any joints or beams on which the floors of the apartment are laid and shall make good any damage to the ceiling, walls and floor of apartments concerned.
- (b) The Vendor shall repair and maintain at the joint expense of all the Owners of the Complex party structures which shall include the entrances, walls, floors and ceilings Apartment from the other, subject to the terms of the Sale & Purchase Agreement and or provision of the Deed of Mutual Covenants.
- (c) The Owner/Resident shall duly observe and comply with any rule(s) made from time to time by the Management pertaining to the said Apartment or the said Complex (hereinafter called "the House Rules"). Notice of the House Rules shall from time to time be given to the Owner/Resident in writing or left for the Owner/Resident at the said apartment. In the event of any conflict between the House Rules and any provisions of the Sale and Purchase Agreement and or the Deed of the Mutual Covenant, the Provisions of the House Rules shall prevail.

RULE 4

RESIDENT CARD

4.1 Issue of Resident Card

- (a) A Resident Card will be issued to the registered lawful purchaser upon vacant possession.
- (b) Upon taking up resident, each resident (members of the family of purchaser or lessee including maids and drivers who will be at the apartment on a permanent basis) shall apply to the Management for a Resident Card:
 - i. for the 1st four (4) residents card each -RM5.00
 - ii. for the 5th resident card -RM10.00
 - iii. for the 6th resident card -RM20.00
 - iv. for the 7th resident card -RM40.00
 - v. for the 8th resident card -RM70.00

4.2 Non-Issuance of Resident Card

The Vendor reserves the right to refuse issuance of the Resident Card if the required documents, as may be determined by the Management from time to time, are not made available; or if it is found to be abused; or more than 4 Resident Cards have been issued for one apartment without assigning any reason whatsoever.

4.3 Resident Card is not Transferable

The Resident Card issued by the Management is for the exclusive use of the holder and is not transferable.

(A) Purpose of the Resident Card Resident must produce their respective Resident Cards upon request by the Management under the following circumstances:

- i. for purposes of security clearance;
- ii. when booking any of the common facilities;
- iii. when using any of the common facilities.

4.4 Cancellation of Resident Card

Upon termination of residence at the apartment, the Resident Card holder must return the Resident Card to the Management for cancellation.

RULE 5

RENOVATION, DELIVERY AND REMOVAL

5.1 Application and Approval

- (a) Owner or lessee who intends to carry out renovation work, in particular putting up of grilles, installation of ASTRO, drilling in the Complex, installation of air-conditioning / compressor etc., are required to obtain prior written approval from the Management. Installation of any fixtures shall strictly conform to the standards, designs, location and regulation required by the Management. Applications for approval must be accompanied by:
- i. Two sets of plans and circuit drawings of electrical modification, if applicable
 - ii. The scope of work including the installation of electrical equipment, if applicable.
 - iii. A copy of work schedule.
 - iv. Particulars of nominated contractors.
 - v. A letter of approval from the owner of the unit, if approval is made by the lessee.
- (b) 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.

5.2 Renovation limits

- (a) All renovation work 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.
- (b) Renovation or alterations to the common areas are strictly prohibited.
- (c) Prior approval to be obtained from Jabatan Bomba for any changes to the main entrance to the individual unit.
- (d) Council by-laws must be strictly adhered to.
- (e) No renovation or alteration shall be allowed to the external facade of the parcel.
- (f) No extra tap or extension shall be allowed at the water meter.

5.3 Security Deposit

- (a) 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 to the Management at least 3 days prior to commencement of renovation work. Such deposit shall be to ensure that all unwanted debris is cleared away and that no common property is damaged. In the event that any part of the common areas is dirtied or damaged or debris not removed promptly, the Management shall without further notice undertake to clean, remove and repair the same and the cost incurred shall be deducted from the deposit and should the amount exceed the deposit, the owner shall have to pay the excess.
- (b) A joint inspection shall be conducted together with the contractor; purchaser and the vendor to confirm that renovation works has been completed inclusive of cleanliness and no damage were observed on the working area.
- (c) The refund of the deposit shall be made 2 weeks upon receipt of such written confirmation of 5.3 (b) by the purchaser or lessee that all the renovation work have been completed.

5.4 Security Clearance

- (a) All renovation contractors shall apply for security clearance from Management at least 2 days before the commencement of work. Security clearance will be given by the Management subject to item 5.1 (a) The approved security clearance form shall be presented to the security check point and exchange for a Contractor Pass.
- (b) All renovation contractors and their workers shall register with the security check point before commencement of work each day and shall wear the Contractor Pass issued by the security guard throughout their stay within the apartment.
- (c) The Contractor Pass shall be returned to the security check point at the end of each working day.
- (d) The Management reserves the right to refuse entry to any unknown personnel for whatever purposes which cannot be verified.

5.5 Responsibility of Purchaser / Lessee

- (a) The purchaser/lessee shall be responsible for the conduct of the appointed contractor (s) and shall ensure that:
- i. The contractors do not make excessive noise in the event that repairs or renovation work are being carried out.
 - ii. Materials shall be properly wrapped, contained and packed while being transported to premises.
 - iii. All renovation debris including packing and crating material shall be removed and disposed of by the contractors concerned at approved dumping grounds away from the apartment building;
 - iv. Inconvenience shall not be caused to other residents whilst using staircases.
 - v. Water/electricity shall not be obtained from the common areas.
- (b) To permit the Management at all reasonable times to enter upon the unit to view the condition thereof when the renovation is in progress.

5.6 Working hours

Renovation, delivery and removal works shall be carried out within the following hours:

Monday to Friday : 9.00 a.m. to 5.00 p.m.
Saturday : 9.00 a.m. to 12.00p.m.
Sunday & Public Holiday : Not allowed at anytime

RULE 6

RUBBISH DISPOSAL

- 6.1 Avoid Indiscriminate Disposal of Rubbish**
No rubbish or any debris shall be placed at the common areas or thrown out through the windows.
- 6.2 Place Rubbish in Plastic Bags**
Resident shall ensure that all rubbish is sealed in non-porous plastics bags and placed properly in the central garbage bin at each ground floor level. All wet rubbish shall be thoroughly drained of any liquid and care should be taken to prevent dripping onto the floor.
- 6.3 Dispose of Heavy / Bulky & Inflammable Rubbish in the Main Rubbish Collection Chamber**
Resident who wishes to dispose of old furniture, mattresses, appliances and other bulky objects shall make arrangements to transport these items to approved dumping grounds away from the apartment building. Alternatively, advance notice can be given to the developer to make arrangements with a contractor to carry out the task. The resident concerned shall pay for such services.
- 6.4 Close the Doors of Rubbish Collection Chamber**
Resident shall ensure that the doors of the rubbish chamber are securely closed at all times to avoid penetration of any repugnant smell or nuisance caused by pests.
- 6.5 Failure to comply with clauses 6.1, 6.2, 6.3 and 6.4 above will entitle the Management to take steps to rectify, remedy and clean up the damage, litter, stench etc; and charge the cost of such works to the offending party.**
- 6.6 A penalty of RM50.00 shall be imposed on anyone caught littering indiscriminately.**

RULE 7

COMMON AREAS

7.1 Obstruction

- (a) Do not store any household goods, shoe racks or other items at the common areas such lobbies, stairways, landings, sideways, sidewalks and car park area. The Management reserves the right to remove all items found in the common areas without notice.
- (b) Do not ride, use or park any motorcycle, bicycles, tricycles, roller skates and the like (except wheel chairs) at any common areas.

7.2 Facades

- (a) Do not hang clothing, bedding or other articles from any window, balcony, passageway or any place which is visible from the exterior of the building.
- (b) Do not dry clothes or other items on poles protruding from any windows of the premises or any fence or structure that may be erected on the grounds of the complex.
- (c) Do not place potted plants or similar items on parapets or ledges.
- (d) Do not erect any external awnings, shades, screens, grilles, radio/television antenna or any external structures without prior written approval from the Management.
- (e) Do not remove damage or relocate common property such as furniture, fire equipment, signage, dustbins and other fixtures installed/placed in the common areas. These items are meant for specific function for the benefit of each and every resident.

7.3 Advertising Materials, Circulars & Notices

- (a) Do not post advertisement posters, circulars or notices at the common areas without having obtained prior approval from Management. Approved materials shall be posted by the Management on notice boards as provided.
- (b) Do not affix or paint any trade, professional or business advertisement or notice on any part of units which will be visible from the external or on any part of the common areas including entrances, passages, and staircase landings.

7.4 Distribution of Flyers and Hanging of Banners.

Any person wishes to distribute flyers or hang banner shall obtain approval from the Management. A fee and a refundable deposit may be chargeable 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 no deposit is deposited with the Management, the person concern shall bear the cost of such cleaning up. The Management shall remove any unproved hanging of banner without notice.

7.5 Functions and Ceremonies

- (a) There is provision for funeral services to be held within the apartment. Any funeral rites shall therefore be held at an appropriate venue elsewhere.
- (b) Any resident intending to held parties or social gatherings in their unit shall inform the Management and to make the guest list available so that the security check point may allow entry accordingly.
- (c) The Management reserves the right to rent out the multi-purpose hall for private function at a fee to be determined by the Management from time to time. The Management also reserves the right to decline application from persons with past record of infringement of conditions for renting the multi-purpose hall and/or who has previously failed to abide the rules and regulations of using the multi-purpose hall set out by the Management. The rental charged for the use of multi-purpose hall and a refundable deposit of RM200.00 shall be paid upon confirmation of reservation. Such deposit shall be used to ensure that all unwanted debris is cleared away and that no common property is damaged. Otherwise, the Management shall use the deposit for cleaning up and making good any damaged caused. In the event that the deposit is not sufficient to meet the cost of cleaning and making good any damage, the applicant shall pay the excess.
- (d) The applicant shall ensure that the necessary license/permit from the relevant authorities for holding the function in the multi-purpose hall is obtained and shall keep the Management indemnified against all actions, claims and demands that may be brought or made against the Management by any person on account of or attributed to the use of the multi-purpose hall.
- (e) All functions and parties must end by 11:00 pm.

7.6 The Owner/Resident shall

- (a) Use the said unit for residential purpose only and shall not permit or suffer anyone to use the same or any portion thereof for any other purpose;

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- (b) Permit the Management and its agent(s) at all reasonable times and on reasonable notice being given (except in case of emergency when no notice is required) to enter the said unit for the purpose of:
 - i. Inspecting and maintaining, repairing or renewing sewers, pipes, wires, cable, ducts used or capable of being used in connection with the enjoyment of any other unit or Common Property.
 - ii. Executing any works or doing any act reasonably necessary for or in connection with the performance of its duties or enforcement of the provisions of the Sale and Purchase Agreement, laws or other by-laws affecting the said complex.
- (c) Forthwith carry out all work ordered by any competent public or statutory authority in respect of the said unit other than such work for the benefit of the complex said generally and pay all assessment charges and outgoing which are payable in respect of the said unit.
- (d) Repair and maintain the said unit and all fixtures and keep it in a state of good repair and condition.
- (e) Not use the Common Property in such manner as to interfere unreasonably with the use and enjoyment thereof of the other owner or their licensee(s), lessee(s) and agents.
- (f) Not use the said unit for any purpose which may be injurious to the reputation of the said Complex.
- (g) Not to use any substance or material which may give rise to smoke or fumes or obnoxious smells or otherwise cause a nuisance.
- (h) Not to throw or allow to fall any rubbish or refuse of any description on the Common Property or any part thereof except in the refuse bins maintained by the owner or in the refuse bins provided by the Management.
- (i) Not to make any alterations or decorations whatsoever to the exterior of the said unit or change the colour thereof without the authorization from the Management.
- (j) Not to install any electrical sockets, plugs, electricity power points, electrical appliances or air-conditioning units without the prior written consent of the vendor such consent not to be unreasonably withheld if the owner shall at his own cost and expense obtain a certificate from the vendors engineer that any installation of such electrical socket plug or electrical power point or electric motor or engine or appliance or air-conditioning shall not overload or cause damage to the power supply or to any of the existing electrical installations in the said Complex.

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- (k) Not to make any alterations or additions to or affecting the structure or exterior of the said unit or the appearance of the unit as seen from the exterior.
- (l) Not to install or erect any exterior lighting shade canopy or awning or other structure in front or elsewhere outside the said unit.
- (m) Not to use the said unit or permit it to be used for any immoral, improper, offensive or unlawful purpose or otherwise in such manner or for such a purpose as to cause a nuisance or danger to the other subsidiary owners or their licensee(s), lessee(s) and agents.
- (n) Not to store anything on the Common Property or any other part of the Complex.
- (o) Notify the vendor forthwith of any change in the ownership or occupation of the said unit or any other dealing with the said unit of which he is aware.
- (p) Comply with all rules and regulations set out by the vendor in connection with the occupation and use of the said unit. Common Property of the said Complex generally.
- (q) Any owner who carries out any activity including pounding of chilies or other substances for cooking purposes shall ensure that the part of the floor on which the activity is carried out is covered to an extent sufficient to prevent the transmission therefrom of noise likely to disturb the peaceful enjoyment of the other owners.

7.7 Swimming pool

- (a) The operation hours of the swimming pool shall be determined by the Management. The Management may from time to time close the pool for the purpose of maintenance or during stormy weather.
- (b) All pool users shall shower at the designated areas before entering the swimming pool.
- (c) Any person suffering from an infectious or contagious disease or has a bandage or open wound of any type is not allowed to use the swimming pool.
- (d) Eating, drinking and smoking in the swimming pool or at the immediate pool deck areas is not allowed.
- (e) All pool users shall be in proper swimming attire.

RULE 8

CAR PARK

8.1 Car Park Stickers

- (a) A non-transferable car park sticker for each designated car park lot shall be issued to the residents of respective unit based on entitlement. The car park sticker must be prominently displayed on the windscreen of the car at all times to gain entry into the complex premises.
- (b) A resident who wishes to renew or obtain a new car park sticker in the event of any change of vehicle shall make an application to the Management. RM5.00 will be charged to cover the cost of replacement.
- (c) The loss of any car park sticker must be reported to the Management. A fee of RM5.00 will be charged to cover the cost of replacement.
- (d) Any resident who parks his car in the car park without displaying the car park sticker shall be considered a delinquent parking and under such circumstances, the Management reserves the right to take the necessary action to clamp or tow away the car and the resident concerned shall pay for any expenses incurred.
- (e) The car parks stickers are not transferable and shall be returned to the Management when the resident (registered holder) is no longer occupying the unit or ceases to own the vehicle as registered with the Management.

8.2 Car Park Access Pass

- (a) Based on entitlement, one access pass for each designated lot shall be issued to the residents of respective units to facilitate automated entry/exit via the ingress and egress card readers. Issuance of additional access pass is at the sole discretion of the Management and subject to space availability and security clearance.
- (b) Access passes should not be placed on the dashboard of cars or exposed to high temperature which may cause damage. A charge of RM50.00 will be made for replacement of each damage access pass.
- (c) The loss of any access pass must be reported to the Management and a new access pass may be applied for from the Management. Loss of access passes will be replaced at a fee of RM50.00 each.

8.3 Car Wash

The parking area shall not be used for cleaning or washing of any vehicle. The cleaning or washing of any vehicle shall be carried out only at prior designated area. A penalty of RM15.00 will be imposed on the party washing their cars in non-designated areas.

8.4 Designated Car Park Lots

- (a) Designated car park lots belonging to each unit are for the exclusive and private use of residents.
- (b) Cars parked in non-designated areas will be towed away or clamped down and the costs of removal (including administrative fees) shall be borne by the owner of the respective cars.

8.5 Parking at Car Owners Risk

- (a) The Management shall not be responsible for any theft, loss or damage and other misdemeanor to any vehicle and/or its contents whilst parked in the designated lot.
- (b) Any resident who causes damage to fittings and fixtures in the parking area shall be liable for expenses which the Management may incur to make good such damage.

8.6 Vehicle Repair Work

No repair work shall be made to any vehicle parked within the apartment complex.

8.7 Guest Parking

- (a) Guest shall only park in designated visitors parking lots.
- (b) No commercial vehicles shall be parked on the premises without permission from Management.
- (c) Any resident whose guest needs to park his vehicle overnights or for limited period may be given permission upon application to the Management. Approval shall be subject to availability of visitors parking lots.

8.8 Cleanliness Within The Car Parking Area

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

RULE 9

COMMON FACILITIES-GENERAL RULES

9.1 Rightful and Delinquent Users

- (a) All the recreational facilities in University Apartments shall be the exclusive use of the residents and their invited guests.
- (b) The employees of the residents shall not be permitted to use the recreational facilities unless they are signed in as guests on every occasion.
- (c) Residents may invite their guest(s) to use only certain recreational facilities with the approval of the Management. The number of guest allowable shall be regulated by the relevant clauses of the House Rules.
- (d) All guests must be signed in and must be accompanied by the residents (hosts) throughout the use of the specified facilities. The residents concerned shall be responsible for the behavior of their guests.
- (e) Any person who uses any of the common facilities shall identify himself as and when required by the Management or his representative, that is, the security guard.
- (f) All residents shall be required to produce the Resident Card as and when requested by the Management when booking or using any of the common facilities.
- (g) The Management reserves the right to stop anyone who is not eligible from using any of the common facilities.
- (h) The use of badminton courts and table-tennis tables are subject to a fee to be determined by the Management from time to time and payable upon confirmation of reservation. The use of gym shall be charged, if any, at entry.
- (i) Reservation may be canceled without penalty provided that the cancellation is made on the prescribed form and submitted to the Management at least one (1) day in advance.

- (j) Users shall ensure that equipment is returned to its respective designated location after use and shall be liable for any willful or negligent damage to any equipment of the common facilities.
- (k) No food or drinks is allowed in the gymnasium.

9.2 Use at Users Own Risk

- (a) While the Management 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 risk and the Management shall not be responsible for any injury sustained or for any loss and/or damages whatsoever.
- (b) The Management shall not be responsible for any loss and/or damage to any personal belongings which are left in any part of the common areas.

9.3 Others

- (a) Except for those games and activities for which the premises are specifically intended, no other games or activities shall take place unless approved by the Management.
- (b) Radio, hi-fi equipment, television sets, musical instruments and other similar audio visual equipment shall not be played in or around the locations of common facilities except with the approval of the Management.

HOUSE RULES OF UNIVERSITY APARTMENTS

Date:

Eurotra Sdn. Bhd.
Lot No. 77-1, Ground & First Floor,
Wisma New Far East, Jalan Lintas,
88300 Kota Kinabalu

Lot No _____, University Apartments

Owner/Lessee: _____

I/We _____
being the Owner(s)/Lessee(s) of the above unit of University Apartments hereby
acknowledge receipt of the House Rules of University Apartments and agree to
abide and follow the said rules. Further, I/We understood the contents as stated
in the said House Rules.

Thank You.

_____ Name: NRIC:	_____ Name: NRIC:	_____ Name: NRIC:
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