

CYBER CITY  
APARTMENTS **2**



HOUSE RULE BOOK

## 1.0 INTRODUCTION

### 1.1 Purpose

These rules and regulations which constitute the House Rules of CYBER CITY APARTMENTS 2 (hereinafter referred to as "CCA2") shall serve as a guide on the day-to-day use and enjoyment of the respective apartment units comprising CCA2, the common property, the common facilities in common with all other Residents (defined herein) and the overall management and administration of CCA2 with a view of promoting harmonious community living within CCA2 for the maximum enjoyment of the respective apartment units as well as the common facilities by the respective Resident.

### 1.2 Deed of Mutual Covenants

The rules and regulations contained in this House Rules are in addition to the Deed of Mutual Covenants which respective Owner (defines herein) has duly accepted sport execution of the respective Sale and Purchase Agreement.

### 1.3 From Vacant Possession to Formation of Management Corporation

1.3.1 Until the formation of the Management Corporation in accordance with Land (Subsidiary Title) Enactment 1972, the Owner hereby agrees to be bound and shall procure the adherence and compliance by his tenants, lessees, guests or invitees of the provisions of this House Rules.

1.3.2 Prior to the formation of the aforesaid Management Corporation, all Service Fee (defined herein) for the maintenance and management of the common property and for the services provided by the Developer (defined herein) shall be payable to the Developer.

### 1.4 Amendments / Additions

The Management (defined herein) shall have the right to amend, substitute, vary, add to, delete or modify the provisions contained in this House Rules as the Management shall deem necessary or expedient for the safety, care, cleanliness or for securing the comfort and convenience of all Resident.

## 2.0 DEFINITION

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

2.1.1	"Appropriate Authority"	means any governmental authority including the planning authorities, Controller of Housing and any corporation or private agency licensed or delegated by the Appropriate Authority to undertake any of its duties or functions, provide electricity, telephone, sewerage services and other related services.
2.1.2	"Building"	means the building forming part of CCA2 in which the Unit is located and constitutes a part thereof.
2.1.3	"Common Property"	means so much of the land as is not comprised in any parcel (including any accessory parcel), or any provisional block and the fixtures and fittings including, if applicable, lifts, refuse chutes, drains sewers, pipes, wires, cables and ducts and all other facilities and installations used or capable of being used or enjoyed in common by all the Owner, if any and is approved by the Appropriate Authority.
2.1.4	"Developer"	refers to THE W PROPERTY COLLECTION SDN BHD (220920-M), a company incorporated under the laws of Malaysia with its registered address at Lot 77-I, 1st Floor, Wisma New Far East, Jalan Lintas, 88300 Kota Kinabalu, Sabah, Malaysia.
2.1.5	"Management"	refers to the Developer or the Management Corporation (when formed).
2.1.6	"Owner"	refers to the person who owns and has legal title to the Unit and shall where the context so permits include permitted assigns.
2.1.7	"Resident"	refers to person(s) occupying or inhabiting the Unit which includes the Owner, a tenant or lessee of the Unit.
2.1.8	"Service Fee"	means the fee which shall be paid by the Owner to a fund controlled by the Developer which is sufficient for controlling, managing and administering the common property, building maintenance and improvement.
2.1.9	"Unit"	refers to each apartment unit comprised in one of the Buildings.

## 3.0 UNIT AND OCCUPANCY

### 3.1 Permitted Use of the Unit –

- 3.1.1 The Unit shall be used solely as a dwelling and shall not be used for business or any other purposes.
- 3.1.2 Not to use or permit for the Unit to be used for any immoral, improper, offensive or unlawful purposes in such manner or for such purpose as to cause nuisance or danger to any other Owners, their licensee(s), invitee(s) or agent(s) nor use or permit the Unit to be used in such a way as to be injurious to the reputation of CCA2.
- 3.1.3 No loud music or excessive noise, smoke or odour that may interfere with the quiet enjoyment of all other Residents is permitted.

### 3.2 Guests/ Visitors –

- 3.2.1 Guests / visitors shall only be allowed entry upon due verification by the Resident of the Unit such guests / visitors intend to visit. All authorized guests / visitors shall be required to register at the guard house of CCA2, vehicles of such authorized guests / visitors shall be parked at the parking area designated for visitors. The Management reserves the right to limit the number of vehicles belonging to authorized guests / visitors allowed to be parked within the visitors' parking.
- 3.2.2 Resident shall be responsible to ensure compliance by his guests /visitors of this House Rules at all times and to ensure his guests / visitors conduct or behavior is not offensive to other Residents. For the avoidance of doubt, the Resident shall be solely responsible for the safety of his guests / visitors and shall be fully liable for any damage howsoever caused to adjacent properties, the common property or common facilities by his guests / visitors.

### 3.3 No Pets –

- 3.3.1 Not to keep pets or animals.

## 3.4 Moving –

3.4.1 To give to the Management at least 24 hours prior written notice of moving into or moving out from the Unit and shall adhere to and abide by directions given by the Management in respect of such moving in or moving out. All shifting involving large items including furniture shall be confined to the following hours: -

Mondays to Saturdays: 9.00a.m. to 5.00p.m.

## 3.5 Resident's Obligations –

- 3.5.1 Save and except for the right on the part of the Owner only in respect of the 18-month from the date of vacant possession Defect Liability Period provided in the relevant Sale and Purchase Agreement (first sale and purchase), to repair and maintain the Unit and all fixtures and keep it in a state of good repair and condition.
- 3.5.2 Not to bring into the Unit any substance or not to do anything or cause anything to be done which may affect or invalidate any insurance or any part thereof of CCA2 or result in an increase of the insurance premium rates or the non-renewal of existing insurances.
- 3.5.3 To use the Unit, the common property and the common facilities strictly in accordance with the laws of Malaysia
- 3.5.4 To apply from the Management, Resident Card by submitting to the Management Office the application for Resident Card form as may be prescribed by the Management complete with a copy each of the Resident's NRIC or biodata page of Passport and a passport-size coloured photograph. Residents shall be required to produce its Resident Card when using any of the common facilities within CCA2. Loss or replacement of Resident Card shall be subject to a replacement fee of RM 5.00 per instance, such replacement fee shall be subject to change as the Management shall deem fit.

## 4.0 RENOVATION

### 2.1 Prohibited Renovation Works -

- 4.1.1 Not to make any alterations or decorations whatsoever to the exterior of the Unit or change the colour thereof and not to make any alterations or additions to or affecting the structure or exterior of the Unit or the appearance of the Unit as seen from the exterior.
- 4.1.2 Not to install any electrical sockets, plugs, electricity power points, electrical appliances or air-conditioning units or user with high electricity consumption without the previous written consent of the Management such consent not to be unreasonably withheld if the Owner shall at his own cost and expense obtain a certificate from the Management's engineer certifying that such installation or user will not overload or cause damage to the power supply or to any of the existing electrical installations in the relevant building.
- 4.1.3 Not to install or erect any exterior lighting shade canopy or awning or other structure in front of or elsewhere outside the Unit.
- 4.1.4 Not to carry out any alteration, deviation, improvement or addition in respect of the Unit or structural work or works affecting the fixtures and structure of and to the Unit without prior written consent of the Management and at the sole expense of the Owner who shall at his own cost and expense apply to the Appropriate Authority for the necessary permission for such alteration deviation or addition PROVIDED ALWAYS that the Owner shall in no event be entitled to erect any gate, awning, fencing, scaffolding, railing or any other similar structures in or about the common property and the building in which the Unit situates.

### 4.2 Management's Prior Approval Required for Renovation Works -

- 4.2.1 All renovation works and such other works such as grille installation, ASTRO installation, drilling in the building, installation of air-conditioning units / compressors shall only be carried out with prior approval of the Management, and such approved Works shall be carried out in accordance with directions which the Management may issue from time to time PROVIDED ALWAYS that the Management and the Developer shall not be responsible or be made liable in respect to the aforesaid works by virtue of the Developer and the Management having approved such works.

4.2.2 Prior to the commencement of any renovation works, an application must be made to the Management for its approval, such application to be supported with the following: -

- 4.2.2.1 Details complete with drawings, designs and plans of the intended renovation works:
- 4.2.2.2 If applicable, approval from Appropriate Authority:
- 4.2.2.3 Work schedule:
- 4.2.2.4 Particulars of appointed contractors to carry out the works:
- 4.2.2.5 Consent letter from the Owner if renovation works intended to be carried out by Resident who is not Owner of the Unit.
- 4.2.2.6 Appointed contractors shall, upon application to the Management hereunder, deposit a sum of RM 1,000.00 ("Renovation Deposit") with the Management or such additional amount which the Management may determine from time to time as security for the contractors' due compliance and adherence to the rules and regulations / directions as may be issued by the Management from time to time in respect of renovation works.
- 4.2.2.7 Such other additional conditions which the Management shall impose.

4.2.3 Approved renovation works shall only be allowed to be carried out within the hours stipulated below:-

- Mondays to Fridays: 9.00a.m. to 5.00p.m.
- Saturdays: 9.00a.m. to 1.00p.m.
- Sundays and public holidays: Strictly no renovation works

4.2.4 All contractors must be registered with the guardhouse and authorized contractors shall be issued contractor / identification passes which passes shall be returned to the guardhouse at the end of each day. Overnight stay by the contractors and its workers is strictly prohibited and all workers shall leave CCA2 by 6.00p.m. Throughout the duration of undertaking the renovation works at the Unit, contractors' workers shall wear their identification passes at all times.

4.2.5 All contractors shall ensure all its workers have proper work permits and shall ensure all its workers are adequately insured for Contractors All Risk Hospitalization, Personal Accidents and Repatriation Expenses.

**4.2 No hacking of Structural Wall -**

4.3.1 All renovation works shall be restricted to the confines of the Unit. Knocking down of walls or hacking of structural slabs, columns and beams is strictly prohibited. The Owner who breaches this provision shall be liable to indemnify the Developer and the Management against all actions, claims, prosecutions, fines and liability resulting from the Owner's breach of the aforesaid.

4.3.2 In addition to such directions which the Management may issue from time to time in respect of renovation works, the Resident shall ensure its appointed contractors comply with all of the following:-

- 4.3.2.1 Strictly no tapping of utility supplies from common property or common areas.
- 4.3.2.2 Contractors' vehicles shall not be parked within the compound of CCA2. All renovation materials, equipments, appliances must be loaded and unloaded swiftly without causing any obstruction to the other Residents.
- 4.3.2.3 Contractors or the Resident shall be liable to compensate the Management in the event any part of the common property is damaged resulting from the renovation works.
- 4.3.2.4 Contractors shall ensure renovation works are carried out in the least disruptive manner so as not to interfere with the quiet enjoyment of the other Residents.
- 4.3.2.5 Contractors shall restrict its movements within the Unit only.
- 4.3.2.6 In the event of any wet works being carried out, contractors shall ensure proper and adequate waterproofing is applied. Contractors and the Resident shall be liable for all loss and damage in the event of leakage at adjacent Units arising from the lack of waterproofing.



- 4.3.2.7 All rubbish, debris and unwanted materials shall be disposed of regularly so that the Unit under renovation is maintained in a clean and tidy state and condition.
- 4.3.2.8 All renovation works shall comply strictly with guidelines, laws and regulations as may be issued from time to time by Appropriate Authority.
- 4.3.2.9 The Management shall be entitled to conduct regular inspection during the renovation process at the Unit to ensure due compliance on the part of the contractors.
- 4.3.2.10 Renovations or alterations affecting the common areas are strictly prohibited.
- 4.3.2.11 For any changes to the main entrance of the Unit, prior approval shall have been, at the sole cost and expense of the Owner, obtained from the Fire and Rescue Department (Jabatan Bomba dan Penyelamat).
- 4.3.2.12 All renovations shall comply with relevant district council by-laws or regulations.
- 4.3.2.13 No renovation or alteration to be external facade of the Unit shall be allowed.
- 4.3.2.14 Extra water tap or extension at the water meter is strictly prohibited.

#### **4.4 Owner Responsible for Conduct of Contractors -**

- 4.4.1 Owner shall be solely responsible for the acts and omissions of his appointed contractors and shall ensure all its appointed contractors carry out the approved renovation works in a professional manner. The Management hereby reserves the right to issue a stop work order for contractors who fails or refuses to adhere to directions of the Management in respect of renovation works being carried out at the Unit and the Management shall not be in any manner howsoever liable to the Owner / Resident for any cost incurred resulting from the issuance of stop work order.
- 4.4.2 Owner further agrees to indemnify the Management and the Developer against all fines, prosecutions, actions, liability, costs and expenses arising from its appointed contractors failure to obtain necessary permits, approvals or licenses from Appropriate Authorities in respect of the renovation works or contractors' failure to adhere and comply with requirements of Appropriate Authorities in relation thereto.

- 4.4.3 The Owner shall notify the Management in writing on the fact of completion of the renovation works. Renovation Deposit shall only be refunded free of interest to the contractors upon the Management being satisfied that all directions of the Management as well as requirements as might have been imposed by the Appropriate Authorities have been duly complied with by the contractors in the carrying out of the renovation works at the Unit.

## 5.0 PARKING

### 5.1 Designated Resident Parking Lot –

- 5.1.1 Each Unit Shall have one designated car park lot. Resident shall park at assigned parking lot only.
- 5.1.2 Unauthorized parking at a Resident's parking lot shall immediately be reported by the aggrieved Resident to the Management.

### 5.2 Guest / Visitors Parking –

- 5.2.1 Guests / visitors are required to park at allocated visitors parking.

### 5.3 Car Access Card –

- 5.3.1 Resident is required to apply for a non-transferable proximity car access card by supplying to the Management full name of the Resident, Unit number together with the registration number of the vehicle.
- 5.3.2 Issuance of proximity car access card shall be at the absolute discretion of the Management. Such access card shall only be issued to Resident who is not in arrear in his payment of Service Fee and any other applicable charges to the Management.
- 5.3.3 Loss of proximity car access card must be immediately reported to the Management in writing. First replacement shall be at a replacement fee of RM50.00, subsequent loss reported and replacement shall be subject to a replacement fee of RM100.00, next loss RM150.00 and so forth.
- 5.3.4 Car wash can only be done at areas specifically catered for this purpose.

## 5.4 **Parking at Own Risk –**

- 5.4.1 Vehicles are parked at the vehicle owners' own risk and the Management shall not be responsible or liable for any theft, burglary, loss or damage of the vehicle or anything contained in the vehicle.
- 5.4.2 Motorcycles and bicycles shall be parked at designated areas only.
- 5.4.3 Designated parking lots shall be kept clean at all times by the respective Owner / Resident.
- 5.4.4 Honking is prohibited unless in emergency situations.

## 6.0 **OWNER / RESIDENT INFORMATION**

### 6.1 **Owner / Resident to update Management on current contact information-**

- 6.1.1 The Owner shall submit / furnish to the Management his current mailing address, contact information and other information which the Management shall require from time to time.
- 6.1.2 Where the Owner is not occupying the Unit, it is strongly advisable for the Owner to appoint an agent to regularly inspect and check on the condition of the Unit and to upkeep the Unit. Information pertaining to such appointed agent shall be notified in writing to the Management.
- 6.1.3 Where the Owner leases or tenants the Unit out, the Owner shall notify the Management in writing details of such lessee or tenant, use of the common facilities shall then transfer in favour of the lessee or tenant.

## 7.0 COMMON AREA / COMMON PROPERTY

### 7.1 Common Area / Common Property to be free from obstacles -

- 7.1.1 Common areas / common property which includes but is not limited to sidewalks, passages, lobbies, stairways, corridors must be free of obstacles at all times.
- 7.1.2 Potted plants must be placed in containers to avoid water dripping onto adjacent units or common areas / common property. Potted plants shall not be placed at such place which can pose as a danger to the public.
- 7.1.3 Prevention and caution must be taken when cleaning the exterior of the Unit to prevent water from dripping or flowing to adjacent units.
- 7.1.4 There shall be no projection to extend through the door or window openings nor there be any protrusion from any door or window openings of the Unit which affects the aesthetics of the Unit and the building housing the Unit.
- 7.1.5 Funeral and bereavement arrangement in the Unit or the common area / common property is prohibited.

### 7.2 No Gatherings / Parties / Functions at Common Area / Common Property -

- 7.2.1 Gatherings / parties or private functions shall only be held at the Multi-purpose Hall (with prior appointment) or within the confines of the Unit.

### 7.3 Location of Management Office –

- 7.3.1 The Management Office for CCA2 is located at Multi-purpose Hall Jalan Lintas, Kg. Sunduow Kepayan, 88200 Penampang, Kota Kinabalu.

### 7.4 No Solicitation –

- 7.4.1 Door-to-door marketing is strictly prohibited.
- 7.4.2 Political, religious, immoral or illegal gathering is strictly prohibited.

## 8.0 REFUSE DISPOSAL

- 8.1 All refuse shall be sealed in non-porous plastic bags and properly disposed at rubbish bins provided.
- 8.2 Disposal of heavy or bulky objects shall be at Resident's own arrangement and cost. Resident found to have failed to properly dispose such heavy or bulky refuse shall be subjected to a fine of RM200.00 being the costs of the Management having to make arrangement for the disposal of the same on behalf of the defaulting Resident.

## 9.0 COMMON FACILITIES

- 9.1 Common facilities for CCA2 comprise of the following: -
  - 8.1.1 Swimming Pool
  - 8.1.2 Children Wading Pool
  - 8.1.3 Gymnasium
  - 8.1.4 Basketball Court
  - 8.1.5 Playground
  - 8.1.6 Badminton Hall / Multi-purpose Hall
- 9.2 Common facilities shall be for the exclusive use by Residents. Usage of common facilities shall be at Resident' own risk and may be subject to a usage fee/charge as may be determined by the Management from time to time.
- 9.3 Use of common facilities will only be permitted upon production of Resident Card. The Management shall have the right to disallow use by any Resident due to arrears in payment of the Service Fee.
- 9.4 The common facilities shall not be used in such a manner as to cause nuisance or annoyance to other Residents. The Management shall have the right to stop use of the common facilities by such Resident failing to comply with the foresaid.
- 9.5 Terms of Use for each common facility shall be as posted at the relevant premises housing such facility which are subject to change by the Management from time to time as the Management in its sole and absolute discretion deems necessary. In the event of inconsistencies between the terms of use as posted at the relevant facility premises with this House Rules, the terms of use at the respective facility premises shall prevail:-

## **9.5.1 Swimming Pool –**

- Open for use by Residents from 9.00a.m. to 9.00p.m., Tuesdays to Sundays, closed on Mondays.
- Proper swim wear required.
- Use of the Swimming Pool is prohibited during heavy downpour with thunder or lightning for safety reasons.
- Shower before using the Swimming Pool
- There is no lifeguard at the Swimming Pool and use thereof is at Residents' own risks. The Management shall not be responsible or liable for any injury or loss of life arising from use of the Swimming Pool.
- Person with infectious or communicable disease should not use the Swimming Pool.
- No surfing and scuba diving activities or equipments are allowed in the Swimming Pool.
- Children under the age of 12 should use the Children Wading Pool and is not allowed in the Swimming Pool.

## **9.5.2 Basketball Court & Badminton Court –**

- Open from 9.00a.m. to 10.00p.m. daily.
- Guests/visitors shall be accompanied by Resident, use of the Basketball Court shall be with prior booking with the Management.
- Proper attire and proper shoes.
- Booking for use of the Basketball Court shall be made at least 48 hours before intended use by the Resident. Booked time slot shall be forfeited in the event Resident fails to show up after 5 minutes from booking time.
- Subject to availability, booking for use on the same day shall be made at the Management Office during the Management Office hours, or at the guard house beyond those hours. Basketball Court shall not be used beyond the opening hours.
- No food and beverages is permitted to be brought onto the Basketball Court.
- There shall not be any playing of music and Resident shall ensure no excessive noise is generated which may disrupt the quiet enjoyment of the other Residents.

### 9.5.3 Gymnasium –

- Open from 9.00a.m. to 9.00p.m. daily
- Proper sportswear.
- Use at own risks.
- No food and beverage allowed.
- No smoking.
- Children under the age of 12 is not allowed to use the Gymnasium.
- Use all equipments within the Gymnasium with care. Resident shall compensate the Management for any damage.

### 9.5.4 Multi-purpose Hall-

- Open for use from 8.00a.m. to 11.00p.m. daily.
- Reservation for use of the Multi-purpose Hall shall be made one week in advance at the Management Office.
- Reservations are first-come-first-serve basis.
- A sum of RM150.00 shall be deposited by the Resident. Deposit will only be refunded free of interest upon the Management having satisfied that all terms and conditions imposed for the use of the Hall have been complied with by the Resident.

## 10.0

### MANAGEMENT / DEVELOPER

- 10.1 The Management / Developer shall not in any manner howsoever be responsible or liable for any injury, loss of life, theft, damage to property, burglary suffered by the Resident, his invitees, guests, visitors, licensees, agents at CCA2 howsoever caused.
- 10.2 By providing the surveillance services, the Management / Developer do not in any manner howsoever warrant the security of CCA2.
- 10.3 Staff of the Management / Developer based at CCA2 is strictly prohibited from accepting any packages gifts gratuities or performing any private errands for any Resident.

**ACKNOWLEDGEMENT BY OWNER / RESIDENT**

Date:

Serial No.:

**THE W PROPERTY COLLECTION SDN BHD**

Lot 77- I, 1<sup>st</sup> Floor, Wisma New Far East  
Jalan Lintas, 88300 Kota Kinabalu, Sabah

**Unit No.: \_\_\_\_\_, Cyber City Apartment 2, Jalan Lintas, Kg. Sunduow  
Kepayan, 88200 Penampang, Kota Kinabalu, Sabah**

**Owner: \_\_\_\_\_**

I/We \_\_\_\_\_ being owner(s) /Resident (s) of the abovementioned unit of Cyber City Apartments 2 hereby acknowledge receipt of this House Rules of Cyber City Apartment 2 and hereby confirm that I/we have read and understood this House Rules and further covenant and agree to abide and comply with all provisions contained in the House Rules.

Thank You.

\_\_\_\_\_  
Name:  
NRIC No.:

\_\_\_\_\_  
Name:  
NRIC No.:



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