

**GCB COURT
HOUSE RULES 2013**

GCB COURT

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1.0 INTRODUCTION

1.1 General

a) Communal Living

Condominium living is communal living where understanding, cooperation and support from all residents to fully comply with the House Rules are of utmost importance to ensure a peaceful and harmonious coexistence.

b) Purpose of House Rules

The purpose of these Rules and Regulations, which constitute the House Rules (or By-Laws) of GCB Court Condominium (hereinafter referred to as GCB) is to:

- i. Promote peaceful and harmonious occupancy of the individual parcels within the Condominium;
- ii. Protect all residents from annoyance and nuisance caused by any improper usage of the individual parcels or facilities within the Condominium; and
- iii. Preserve the reputation, prestige and value of the Condominium, thereby providing residents maximum enjoyment of the premises and its facilities.

c) Personnel bound by the House Rules

- i. These House Rules are formulated to serve as By Laws that govern the occupation and usage of the Building within the premises.
- ii. All personnel (owners/residents/visitors/tenants & others) in the Building shall be bound by these House Rules so as to achieve the common goal of condominium/communal living.
- iii. The cooperation of all residents in complying with all the House Rules and Regulations is required.
- iv. The House Rules for the time being in force in respect of the subdivided building shall bind the Management Corporation and the Parcel Owners to the same extent as if they constitute properly executed agreements:
 - On the part of the Management Corporation with each parcel owner,
 - On the part of each parcel owner with every other parcel owners and with the Management Corporation to observe and perform all the provisions of the House Rules.
- v. The failure of the Management Corporation or its Council and/or appointed Management Agent to enforce any covenant, restriction or other provisions of law, or the House Rules adopted pursuant to these provisions and which may be amended from time to time, shall not constitute a waiver of their rights to do so thereafter.
- vi. Where there is a conflict in the House Rules or conflict in the interpretation of the House Rules, the Management Corporation or its Council and/or appointed Management Agent shall have the power to resolve the conflict and/or to provide the correct interpretation of the House Rules and the Management Corporation's or its Council's and/or appointed Management Agent's decision is deemed correct.

d) Authority and Responsibility of the Management Corporation and the Council

- i. The Council shall perform the Management Corporation's duties and conduct the Management Corporation's business on its behalf, and for that purpose exercise any of the Management Corporation's powers save for any restriction imposed or direction given by the Management Corporation at a general meeting.
- ii. The full authority and responsibility for the enforcement of these House Rules lies with the Council.
- iii. Suggestions are welcomed from all residents and must be put in writing to the Council who reserves the right to accept or reject them.
- iv. The Management Corporation may from time to time amend the House Rules, in accordance with the provisions of Act 663 of Building and Common Property (Maintenance and Management) Act 2007 & Act 318 of Strata Titles Act 1985, which have to be passed and adopted at an annual general meeting or extraordinary general meeting prior to its implementation.

e) Non-interference of Management's Duties

- i. Owners and residents shall not interfere with the discharge of the duties by the Management in respect of the management, administration and control of the Condominium.
- ii. Owners and residents will not be at liberty to issue any instructions pertaining to the House Rules to the Management in respect of the discharge of such duties by them.
- iii. However, owners and residents shall be entitled to lodge any legitimate complaint in writing to the Management, who shall give such complaint their due consideration and to take such steps as may be necessary in their absolute discretion to redress such a complaint.

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f) **Manipulation of Management Resources**

- i Owners and residents are not allowed to utilize or to manipulate any employee or contracted service provider of the Management for any business or private errands.
- ii The Management and maintenance staff are not authorized or allowed to accept delivery of packages, parcels, etc. from any resident or persons or to perform any kind of private work for them while on duty.
- iii No tips, gifts, or gratuities are to be offered to any employee of the Management Corporation for rendering services or courtesies in the regular performance of their duties.

g) **Provision to Amend Policies in House Rules**

The Council shall have the right to make on-going regulation policy changes to the House Rules via the issue of notices/bulletins on GCB community bulletin boards with fourteen (14) days pre-notice as required to address operational, finance, safety or security issues on an as-needed basis in the furtherance of GCB's best interests. Where appropriate, policy changes would then be included in subsequent updates to the House Rules and duly approved by the Management Corporation via an EGM or AGM.

1.2 **Definitions**

In these House Rules, unless the context otherwise requires, each of the following words or expressions shall have the meaning stated below (reference can also be made to Act 663 of Building and Common Property (Maintenance and Management) Act 2007 and Act 318 of Strata Titles Act 1985):

- a) "Accessory Parcel" means any parcel shown in a Strata Plan as an Accessory Parcel, which is used or intended to be used in conjunction with a parcel, such as a car park bay, which is attached to the main parcel in the Subdivided Building.
- b) "Any other Personnel" includes contractors, suppliers, deliveryman, servicemen, and etc.
- c) "Condominium Unit" or "Unit" means one of the individual main parcels comprised therein in the Subdivided Buildings; and is held under a separate strata title; and is to be used solely and exclusively for residential purposes only.
- d) "Building" or "Condominium" or "Complex" means the residential development called GCB Court Condominium comprising all the Blocks or individual parcels including but not limited to the Common Property and the Accessory Parcels.
- e) "Building Maintenance Fund" or "Management Fund" under Section 22 of Act 663 of Building and Common Property (Maintenance and Management) Act 2007 and Section 45 and 46 of Act 318 of Strata Titles Act 1985 respectively shall comprise Service Charge, Sinking Fund, and Water Charges, Sewerage Charges, Quit Rent, Insurance Premiums, Late Payment Interest and any other obligatory costs of the Management and including whatsoever charges, levies, damages, cost of damage to the Common Property and or expenses under Section 77 of Act 318 of Strata Titles Act 1985 payable by those affected parcel proprietors / persons concerned.
- f) "Common Property" or "Common Areas" means so much of the Subdivided Buildings and the Land as is not comprised in any main parcel as shown in the approved Strata Plan. It includes but not limited to those items of the Subdivided Buildings and Land that are used or capable of being used or enjoyed in common by all the parcel proprietors/residents such as the structural elements of the building, staircases, fire escapes, entrances & exits, corridors, lobbies, common fixtures and fittings, lifts, refuse chambers, compounds, drains, water tanks, sewers, pipes, wires, cables & ducts that serve more than one parcel, the exterior of all common parts of the Building (roofs, external walls and building façade etc), playing fields & recreational areas (swimming pool, gymnasium, playground, hall, tennis court, etc), driveways, car parks & parking areas, open spaces, landscape areas, walls & fences, including electric risers, water risers & chambers, toilets, store rooms, Management office, security guard house and all other facilities and installations.
- g) "Due Date" means the last date for settlement of the fees payable for particular invoice months. In this respect, it is always the Invoice date plus a grace period. Thus if the grace period is twenty eight (28) days, the due date is the

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28th calendar day of each month.

- h) “Defaulters” are those parcel proprietors/persons who, on the first of each month, have outstanding contributions to the Management, exceeding two (2) months equivalent of Service Charges and Sinking Funds.
- i) “Guest” refers to any person who is not an owner or a resident and whose presence in the Building is at the invitation of either an owner or a resident.
- j) “Visitor” refers to any person (known or unknown) to the residents who may or may not have obtained the permission or invitation from the resident.
- k) “Personnel” refers to all parcel proprietors, residents, guests, visitors, invitees including agents, building service providers, repairmen, contractors and workmen and any other person(s) who enter and are within the premises of the Building.
- l) “Management Corporation (MC)” means the Management Corporation established under Section 39 of Act 318 of Strata Titles Act 1985 and, whose members shall automatically comprise all the registered parcel proprietors of the Condominium.
- m) “Council” of the Management Corporation (MC) under Section 39 (4) & Second Schedule Clause 2 of Act 318 of Strata Titles Act 1985 shall consist of not less than three (3) and not more than fourteen (14) registered parcel proprietors who are duly elected at the Annual General Meeting; and who shall carry out the duties, functions and business of the MC on its behalf, and shall also exercise all the powers of the MC save for any restriction imposed or direction given by the MC at a General Meeting.
- n) “Management” shall refer to the Management Corporation or the Council, as the case may be, or its property managing agent engaged to manage, administer and to control the Condominium for the common benefit of all owners and residents of all the parcels.
- o) “Original Proprietor” shall refer to the Developer, who is the registered proprietor of the Land on which the Building is erected.
- p) “Owner” or “Parcel Owner” or “Proprietor” or “Parcel Proprietor”, refers to the person or body, who owns a Condominium unit in GCB and who has furnished proof of ownership under a Sales & Purchase Agreement and who has legal title to the same.
- q) “Co-Owner” or “Co-Parcel Owner” or “Co-Proprietor” or “Co-Parcel Proprietors” refer to the persons or bodies, who co-own a Condominium unit in GCB who have furnished proof of ownership under a Sales & Purchase Agreement and who have the legal title to the same.
- r) “Resident” refers to a person who is either an Owner-Occupant or a Tenant-Occupant of one of the Condominium units registered with the Management office. The “Resident” is also the spouse, child, parent and any other person authorized by the owner described above to reside in the Condominium unit and who shall have been duly registered with the Management Office.
- s) “Tenant” refers to any person who is for the time being renting one of the Condominium units in the Building under a valid tenancy agreement and if a corporation, the appointed employee of the corporation.
- t) “Tenant-Occupant” refers to any person who has furnished proof of tenancy, such as a written authorization from the owner to reside in the Building or the tenancy agreement and all its subsequent renewals to the Management, who reserves the absolute right to enforce such a requirement.
- u) “Parcel” or “Main Parcel” means one of the individual units, which is held under separate strata title in the Building save for an Accessory Parcel.

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- v) “Share Units” in respect of a Parcel, means the Share Units determined for that Parcel, which are assigned by a licensed land surveyor as shown in the Schedule of Share Units in its strata title.
- w) “Special Resolution” means a resolution, which is passed at a duly convened General Meeting of a Management Corporation of which at least fourteen (14) days’ notice specifying the proposed resolution has been given by the MC.
- x) “Rental Car Bay” means a car parking bay belonging to the Management Corporation, as part of the Common Property and it is designated for renting out to the parcel proprietors and residents. “Visitor Car Bay” means a car parking bay belonging to the or Management Corporation, as part of the Common Property and it is designated for use by guests and visitors to the Condominium.

1.3 Interpretations

- a) Words applicable to natural persons include any body, person, firm, partnership or corporation and vice-versa.
- b) Words imputing the singular number shall include the plural number and vice-versa.
- c) Words imputing the masculine gender shall include the feminine and neuter genders and vice-versa.
- d) Where two or more persons are named as co-owners, the terms and conditions herein contained shall bind such persons jointly and severally.
- e) Any reference to a statutory provision includes any modification, consolidation or re-enactment thereof for the time being in force, and all statutory instruments or orders made pursuant thereto.
- f) The word “Ringgit” and the abbreviation “RM” means the lawful currency of Malaysia.

2.0 OWNERS/RESIDENTS CONTRIBUTION OBLIGATIONS

2.1 Maintenance Fee/Maintenance Charges/Management Fund

a) **Obligation of Owner to Pay Maintenance Fees**

The Owner, under Section 23 of Act 663 - the Building and Common Property (Maintenance and Management) Act 2007 and Section 45 of Act 318 - the Strata Titles Act 1985, is liable for and obliged to pay for the Building Maintenance Fund (monthly or quarterly in advance as set by GCB Management) for the maintenance and management of the common property and for the services provided by the Management.

b) **Payment Deadline**

The Building Maintenance Fund payable shall be paid by the owner within twenty eight (28) days from the invoice date on the Management’s written notice requesting the same.

c) **Management Expenditure**

The Maintenance Fees are utilized to meet expenditure for the following Maintenance Services and Management Expenses:

- i Common area cleaning services;
- ii Security services;
- iii Common area landscaping; water features & swimming pool;
- iv Common area electricity and water bills;
- v Rubbish collection services;
- vi Common electrical & mechanical equipment maintenance, (lifts & pumps);
- vii Common area consumable stocks items such as bulbs, parts, etc.
- viii Pest control services;
- ix Repair and maintenance of common property;

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- x Management staff salaries (building manager, clerk, accounts staff, etc.)
- xi Management and office expenses;
- xii Other contingencies that are not listed.

2.2 Sinking Fund

The Owner, under Section 24 of Act 663 of Building and Common Property (Maintenance and Management) Act 2007 and Section 46 of Act 318 of Strata Titles Act 1985, is obliged to contribute monthly toward the Sinking Fund which shall be utilized in relation to any part of the common property for the enjoyment of the residents for the purposes of:

- a) Improvement and upgrading work such as painting & repainting, etc.
- b) Acquisition of any movable property,
- c) Renewal or replacement of fixtures and fittings,
- d) Any other capital expenditure as the Council may deem necessary, however, not being expenditure incurred under Section 43 (5) of Act 318 of Strata Titles Act 1985 to meet a liability for maintenance or for settling any defaults in payments by a parcel proprietor.

2.3 Master Fire Insurance Premium

a) Coverage

The Condominium is covered by a Master Fire Insurance Policy at its reinstatement New Value.

b) Computation of Payment

Residents are responsible for the payment of the insurance premiums according to the Share Units of their Units.

c) Billing

The Management shall bill all residents proportionately upon the renewal of the Policy.

2.4 Quit Rent

The Management shall bill all residents the Quit Rent for their Units based on the Share Units or built-up area of their Units under the Management.

2.5 Sewerage Treatment and Maintenance Charge

Not listed.

2.6 Making Good Damaged Property

a) No Recourse to Insurance

In the event that a damage is caused to the structure of the common property and the said Building in circumstances beyond the Management's control and the Management is unable to have recourse to insurance, the parcel proprietors shall upon demand by the Management contribute to the costs and expenses incurred in making good the said damages including any interest accrued.

b) Computation of Cost Sharing

Such contribution shall be calculated by dividing the area of the said parcel by the total area of all the parcels comprised in the said Building based on the Share Units or built-up area of their parcels (under the Management) multiplied by the total costs and expenses so incurred.

2.7 Payment of Charges Due to the Management

a) Payment Deadline

Residents shall pay the Maintenance Fees, Sinking Fund, Insurance Premiums, Quit Rent, etc., to the Management within twenty eight (28) days from invoice dates.

b) Failure to Make Payment within the Stipulated Period

Failure to make such payment within the specified period shall result in the following actions being taken:

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i Late Payment Interest

A late payment interest of ten percent (10%) per annum on outstanding service charges and sinking funds will be imposed from the due date until the date of full settlement;

ii Issue of Final Reminder

As a final reminder, the Management will cause to issue a further written notice demanding payment of the sum due within a stipulated period;

iii Public Exposure of Debtors Info

Their names and condominium units along with any other information deemed relevant will be placed on the notice boards after a minimum grace period of one (1) month during which there are more than two (2) months equivalent of service charges and sinking funds in arrears;

iv Legal Recourse

If the sum due still remains unpaid after the grace period given, legal proceedings shall be commenced to recover the outstanding sum and the cost of such legal proceedings will be borne by the Defaulter;

v Warrant of Attachment

Alternately, a warrant of attachment, in accordance to Section 33 of Act 663 of Building and Common Property (Maintenance and Management) Act 2007, may be obtained against the defaulting residents.

3.0 OWNERS'/RESIDENTS' OTHER OBLIGATIONS

3.1 Observance & Compliance of Rules & Regulations

Owners/Residents shall perform, observe and comply with the rules and regulations herein contained and in force for the time being or such rules and regulations as shall be imposed from time to time by the Management, at the Management's sole discretion in respect of the use of such common facilities and services.

(Also refer to House Rules Section 1.1 (c)).

3.2 Compromise of Insurance Coverage

a) Protection of Coverage

Owners/Residents shall not do or permit or allow to be done anything whereby the policy or policies of insurance of the individual parcel and the Building comprising the said Parcels against damage by fire may become compromised or void or voidable or whereby the premium may be increased.

b) Premium Increase Due to Non-Compliance

Owners/Residents shall pay to the Management on demand all sums paid by way of increased premiums and all expenses incurred by the Management as a result of any non-observance of the above House Rules Section 3.2 (a) by the Owners/Residents.

3.3 Indemnity

Owners/Residents shall ensure that their helpers, agents, guests, licensees and invitees shall perform, observe and comply with the rules and regulations and restrictions and shall indemnify and save harmless the Management and all other owners in respect of any demands, actions, claims, proceedings, costs or expenses whatsoever and howsoever, arising in respect of the non- performance, non-observance and non-compliance of the rules and regulations and restrictions whether by himself, his helpers, agents, guests, licensees or invitees as the case may be.

3.4 Empowerment

The Owners hereby agree that the Management shall be empowered to levy such fines and penalties on any person whomsoever in respect of any breach of the rules and regulations herein contained.

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3.5 Resident Cards

a) Purpose of Resident Card

Residents (Owners and Tenants and Maids) must apply for their free Resident Cards for identification and security purposes, including for booking/reservations of common facilities and other general purposes during the Residents' stay in the Building.

b) Tenant's Resident Card

Each parcel proprietor is responsible for applying for his incoming tenant and the tenant's family's Resident Card from the Management as the case may be. The number of Resident Cards may vary according to the size of the condominium unit. Kindly refer to Schedule B of the House Rules.

c) Resident's Particulars

Residents/Parcel Proprietors who apply for a Resident Card must fill up a Resident's Card Application Form and provide the Management with details of the resident's name, condominium unit number, Malaysian National Registration Identity Card (NRIC) number or passport number, gender, age, date of birth, name & contact number in case of emergency, name & similar particulars of family members staying together in the same condominium unit and other information that may be required that will be determined by the management from time to time.

d) New Parcel Proprietor's Resident Card

Each new parcel proprietor is responsible for applying for a new resident card from the Management for himself and his family, who are staying together with him in the condominium unit.

e) Tenant Applying on Behalf

In the event the tenant of a condominium unit is applying directly to the Management for a new Resident Card, he will be required to submit a Letter of Consent/Authorization for the same from his Landlord (Owner) together with a copy of his tenancy agreement as per House Rules Section 3.5 (f) below.

f) Proof of Tenancy

A copy of the tenancy agreement must be submitted together with the application for a new Resident Card for one's tenant as proof of tenancy.

g) Passport-size Color Photograph of Resident

Residents applying for the Resident Card are required to submit two copies of passport size photographs to the Management Office.

h) Loss of Resident Card

In the event of a loss of a Resident Card, a fee will be imposed for the issuance of new Resident Card. Kindly refer to Schedule A of the House Rules.

i) Responsibility of Safe Keeping the Resident Card

Every resident is responsible for the safe keeping of his/her Resident Card.

j) Replacement of Damaged Resident Card

In the event of a damaged Resident Card, a fee will be imposed for a replacement card. (The damaged card must be returned in exchange for a new Resident Card). Kindly refer to Schedule A of the House Rules.

k) Right of Refusal to Issue New Resident Card

The Management reserves the right to refuse issuance of a Resident Card until all outstanding amounts (including but not limited to service charges and booking/reservation fees) owed to the Management are fully settled.

l) Surrender of Resident Card

In the event a resident moves out, the Resident Card/s must be surrendered to the Management office, failing which the card will be treated as lost and a fee imposed before the new tenant can apply for new resident cards. Kindly refer to Schedule A of the House Rules.

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- m) **Non-Transferable Resident Card**
The Resident Card is the property of the Management and is non-transferable and, if found or if the resident is no longer occupying or renting a unit in the Building, shall be returned to the Management .
- n) **Obligation to Produce Resident Card on Request**
Residents are obliged to produce their Resident Card on request by the Management staff or the security guard at any time whilst entering or exiting the Building or within the premises of the common property of the Building. Residents are advised to carry their Resident Cards with them at all times.
- o) **Right of Refusal to Entry**
The Management/Security Guard/Management Staff or its representative reserves the right to refuse entry into the Building compound any person who is unable to produce his or her Resident Card upon request.
- p) **Right of Refusal to Enjoyment of Common Facilities**
The Management reserves the right to refuse any resident the enjoyment of the common facilities until all outstanding amounts (including but not limited to service charges and booking/reservation fees) owed to the Management are fully settled.

3.6 NOTICES on Notice Board and Official WebSite

- a) **Responsibility to Update Oneself Regularly**
Each Owner/Resident shall be responsible to regularly update oneself on the latest regulation policies and activities of the Condominium as displayed on notices/bulletins on community notice boards and as published on the community web site (www.gcbcourt.com).
- b) **Observance of Notices/Bulletins**
All Owners/Residents shall observe all regulation policy and activity notices/bulletins put up in the common areas and community web site (www.gcbcourt.com) by the Management. (Also refer to House Rules Section 5.1 (a)).

4.0 CONDOMINIUM UNITS AND OCCUPANCY

4.1 Usage of Parcel/Condominium Unit

- a) **Residential Parcels**
Residential Parcels shall ONLY be used for residential purposes, and must not be used for any other purposes (illegal or otherwise), which may be a nuisance to other residents or injurious to the reputation of the Condominium.
- b) **Non-Residential Parcels**
Non-Residential parcels shall ONLY be used for business purposes such as nursery, launderette, convenience store and similar small business where:

The business is allowed to operate between 0900 to 2000 Hours daily or as determined by the Management. At no time is the business to use common area property without prior approval. The application to operate must be submitted in writing to the Management office and must consist of:

- i Tenancy Agreement,
- ii License/s to run business from relevant authorities,
- iii Additional facilities required including water, ASTRO dish, air conditioning, etc.
- iv Request to operate outside standard 0900 to 2000 operating hours,
- v Company name signage and planned installation point,
- vi Planned advertising banner/s and installation point/s.

Management reserves the right to accept or deny business applications based on how complimentary each business is and whether it will be successful or not.

- c) **Occupancy Restrictions/Limitations**
Each Residential Parcel is meant for a single family dwelling and residents shall not convert the Parcel in such a

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manner so as to accommodate more residents than it was originally designed or approved for or to overcrowd the Parcel as sanctioned by the relevant authorities. In accordance with the Local Government Act 1976, the minimum living space per person in any unit shall not be less than 350 cubic feet.

d) Removal and Alteration of Management Property Prohibited

The Owner shall not alter, remove or cause to be removed from their location any furniture, furnishings, landscaping features, flower plants, shrubs, trees and any other Management property located in the common property.

e) Common Property Prohibited for Private Use

The Owner shall not use for his own purpose any portion of the common property.

4.2 Owners'/Residents' Particulars Update

a) Occupants' Particulars

The Owner/Head Resident shall submit to the Management his particulars including his current mailing address, e-mail address, office and mobile contact numbers, names of occupants in the condominium unit and all other relevant information, which the Management shall require from time to time. More particulars of occupants shall be required later on for the purpose of issuing Resident Cards under Section 3.5 (c).

b) Responsibility to Continually Update

The Owner/Head Resident shall be responsible to continue to keep the Management updated with the latest particulars as stated above in House Rules Section 4.2 (a) at all times within the shortest time possible to avoid any form of complication later.

4.3 Guests/Visitors/Invitees of Residents/Management

a) Provision of Visitor's Personal Particulars at the Security Guard House

All Guests of Residents/Management, prior to being permitted entry into the Building, will be required to provide their personal particulars in the form of Malaysian National Registration Identity Card (NRIC) or Passport or Work Visa/Permit or Drivers' License, Student Identification Card or Company Identification Card, which are all valid and, which shall be attached with a photograph of the person in possession of the document to the Security Guards for registration purposes.

b) Clarification of Resident & Location of Intended Visit

All Guests of Owners/Residents/Management will be required to provide the information as to whom and which condominium unit they are visiting to the Security Guards, without which the Management reserves the right to deny them entry into the premises of the Condominium.

c) Confirmation of Guest/Visitors with the Owners/ Residents/Management

(i) Guests/Visitors of the Residents/Management will ONLY be permitted entry into the Building upon confirmation with the Residents/Management the guests' identity and obtaining the Owners'/Residents'/Management's permission to enter by the Security Guards.

(ii) Guest/Visitors between 10.00pm to 7.00am are to be accompanied by the Owner/Resident from the Security Guard House to their parcel unit after registration. The Management/Security Guard reserves the right to refuse entry into the Building.

d) When Unable to Contact the Resident on the Intercom

In the event that the Security is unable to contact the Resident on the intercom or by other registered communication means for verification and entry permission, the guest of the Resident, who has provided the relevant information and particulars for entry into the Condominium as per the above House Rules Section 4.3 (b), may still gain entry with the permission of the Management. However, the guest will have to be escorted by a Security Guard to the condominium unit of intended visit for verification.

e) On Escort Resident Not at Home

In the event that there is no one present at the Condominium Unit/Management office of intended visit after being escorted by the security guard, the guests in question shall be escorted out of the condominium premises immediately until such time that the Resident/Management has returned and verified the guest(s).

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- f) Inform the Management in Advance of Expected Guest**
For the purpose of expediting the process of entry, residents are advised to inform the Management office or security guards of their likely guests in advance by furnishing relevant details of the guest prior to their arrival.
- g) Visitor's Tag**
For the purpose of Security, each guest on entering the Building premises will be issued with a visitor's tag in exchange for a Personal Identification Card attached with a photo fit of the visitor concerned, such as a Driver's License, Immigration Card, Work Visa/Permit, Student Identification Card, Company Identification Card, verified photocopy of the Visitor's National Identity Card (NRIC) or Passport, etc. Failure to produce such ID Cards Management/Management Staff & Security Guard reserves the right to refuse entry. (refer House Rules page 12(o))
- h) Issuance of Visitor's Entry Form**
The guest will also be issued with a Visitor's Entry Form which will be filled up with Information on the name of the visitor(s), condominium unit number/location of intended visit, time of entry at the security guard post and name of security officer on duty issuing the Entry Form.
- i) On Arrival at the Condominium Unit**
The visitor's Entry Form shall be filled up with the time of arrival by the resident or administration concerned on the guest's arrival at the resident's condominium unit or at the Management office.
- j) On Departure from the Condominium Unit**
Prior to the guest's departure, the visitor's Entry Form will again be filled up with the time of departure and endorsed with the name & security rubber stamp (if available) of the Resident/Management office concerned.
- k) On Exiting the Building at the Security Guard House**
On exiting the building at the security guard house, the guest shall hand back to the security guard on duty the visitor's tag & the completed visitor's entry form in return for the Personal Identification Cards which were surrendered earlier to the guard house on entry.
- l) Guest's Compliance with the House Rules**
Residents shall be responsible for ensuring that their guests or invitees comply with the House Rules at all times and that their behaviour is not offensive to other residents of the Building. Residents shall be liable for any damage or liabilities whatsoever caused by their guests/invitees.
- m) Guest's Infringement of House Rules**
Any guest of a resident, who persists in the infringement of any of the House Rules herein, despite being cautioned, may be requested to leave the Building immediately by the Management.
- 4.4 Change of Occupant/Tenant**
- a) Obligation to Notify Change of Occupancy**
Owners/Residents must immediately notify the Management in writing of any change of occupancy of their condominium units prior to any Moving in or out.
- b) Resident/Tenant Update Form**
The Owner/new Resident shall notify the Management upon commencement of occupancy of the condominium unit and be required to fill in details of all the new occupants of the condominium unit in the "Resident/Tenant Update Form" for record and security purposes.
- c) Details of Tenant**
All leasing/rental of condominium units lots must be notified in writing to the Management with details such as, names, NRIC/Passport number, telephone and mobile contact numbers, e-mail addresses, vehicle numbers and other relevant data of the tenant/lessee as specified in the "Resident/Tenant Update Form".

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d) Notification within 24 Hours
Owners/Residents shall ensure that all their particulars are up-to-date. Any changes of occupancy must be notified to the Management within 24 hours of such change.

e) Risk of Non-Compliance
Residents who fail to comply with the foregoing paragraphs shall risk being treated as Visitors/Guest.

4.5 Non-Resident Owners and Agent Caretakers

a) Registration of Agent Caretakers

Owners who are non-residents may appoint agent caretakers to represent their Interests. Such owners shall notify such appointment/s and file the names, addresses and telephone numbers (land line and mobile numbers) of their agents with the Management office prior to allowing them access to the parcel.

b) Owner's Responsibility of Agent Caretakers
Owners are responsible for their agent caretakers.

c) Responsibility for the Conduct of Prospective Tenants/Purchasers
Owners or their appointed agents shall be responsible for the conduct of their prospective tenants or purchasers and shall, upon notice given by the Management, immediately remove at their own expenses any unauthorized structures, equipment or property placed in the Common Area.

d) Conduct Periodic Inspections
Absentee Owners shall at their own expense, have an authorized agents or representative registered with the Management, to conduct periodic inspections of their condominium units and assume responsibility for the contents therein.

e) Transfer of Right of Entitlement to Tenant
Once a unit is rented out, the right or entitlement to the usage of the common areas and the common facilities is automatically transferred to the tenant and as such the Owner is no longer entitled to use these facilities during the tenancy period, other than as a guest of a resident.

4.6 Immoral/Criminal Act

a) Immoral & Criminal Activities Prohibited in the Premises
The Residents/Tenants shall not permit or allow their children (if any) or their friends, helpers or employees to commit any immoral/criminal act in their condominium units or the Building.

4.7 Nuisance and Offensive Conduct

a) Conduct of Residents & Tenants
Residents/Tenants shall at all times conduct themselves and cause their guests to conduct themselves in a manner which will not cause any nuisance to other residents. Excessive noise, unruly or offensive behavior is not permitted in the Building.

b) Reasonable Noise Level
Radios, hi-fi equipment, television sets, home theatre/karaoke sets, multimedia computers, musical instrument and other audio-visual equipment shall always be operated at a reasonable volume at all times so as not to interfere with the peaceful enjoyment of other residents.

c) Machinery/Mechanical, Scientific or Electrical Apparatus Prohibited
The Resident/Tenant shall not (except with the written consent of the Management and under the supervision of the Management's appointed surveyors and to his satisfaction) erect upon or affix to the parcel unit of any machinery or mechanical or scientific or electrical apparatus except only radio and television receiving apparatus (indoor aerials with exception of ASTRO dishes) and small domestic electrical apparatus properly fitted with

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approved suppressor against electrical interference to the other apparatus.

4.8 Solicitation and Sales

a) Solicitation Prohibited

No soliciting of goods and services, religious or political activities shall be permitted in the Building.

b) Garage Sale/Auction Prohibited at Parcel Units

No garage sale or sale by auction shall be carried out in any of the parcel units.

4.9 Insurance for Individual Parcel Unit

a) Responsibility for Personal Belongings & Valuables

Residents are responsible for their personal belongings and valuables.

b) Home Contents & Public Liability Protection

To preserve their personal belongings, residents are advised to take up appropriate insurance policies against theft, fire, vandalism and water damage caused by leaks or overflows from other units, power surges and against public liability.

c) Surge Suppressers/Voltage Regulators

Residents are also advised to use surge suppressers/voltage regulators for their sensitive electrical, electronic equipment (e.g. audio-visual systems, computers, etc.) as the Management takes no responsibility for such damages.

4.10 Moving In and Moving Out

a) Shifting Hours

All shifting involving a professional mover or large items of furniture/personal effects shall be confined to the following hours:

Mondays to Fridays:	9.00 am to 5.00 pm
Saturdays:	9.00 am to 1.00 pm
Sundays & Public Holidays:	No Work Allowed.

b) Seventy-Two Hours Advance Notice

In order to maintain proper scheduling and monitoring, the Owner/Resident shall inform the Management at least seventy-two (72) hours in advance of any shifting involving a professional mover or large items of furniture/personal effects.

c) Ensure Common Property Not Damaged

The Owner/Resident shall ensure that the Common Property and or facilities are not in any manner damaged in the course of such shifting.

d) Minimize Inconvenience to Residents

The Owner/Resident shall further ensure that any inconvenience so caused to other residents shall be kept to the minimum possible.

e) BOMBA Lift Usage

The Owner/Resident shall ONLY use the BOMBA lift for moving items of furniture/personal effects.

f) Damage Cost to Lift Borne by Owner

Should there be any lift damage arising from the misuse of the BOMBA or other resident lifts, the repair cost shall be borne by the parcel proprietor concerned.

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- g) Security Deposit**
The Owner/Resident shall place a security deposit of RM200.00 with the Management seventy- two (72) hours before moving in and or out.
- h) Purpose of Security Deposit**
Such security deposit shall be used to offset the cost to engage cleaners to clear unwanted debris left behind in the corridor or any other common areas, and/or make good any damage to the Common Property.
- i) Damage Cost Exceeding Security Deposit**
If the cost exceeded the deposit amount, the Owner/Resident concerned shall have to settle the full difference before leaving. Any unused money shall be refunded to the Owner/Resident. Any unpaid amounts due to damage will be billed/invoiced to the parcel owners of the unit in concern.
- j) Weight Limitation in the Lift**
All transportation of large items of furniture/personal effects via the lift shall not exceed allowable weight limit displayed in the lifts.
- k) Strict Care while Using Lift**
Strict care shall be exercised in the moving of furniture or any bulky or heavy items into the lift.
- l) Right of Refusal for Non-Compliance**
The Management reserves the absolute right and discretion not to allow any person to use the lift should the person fails to comply with any of the regulations herein.
- m) Owner's/Tenant's Responsibility for Damages**
The Owner and/or his Tenant shall be held responsible for any damage caused to the Common Property or facilities and for whatsoever liabilities arising thereof in the course of the shifting.
- n) Owner/Tenant Responsible for Own Belongings**
The Owner and/or his Tenant shall be responsible for the safe custody of his own belongings.
- o) Indemnity from Liability**
The Management shall not be liable in any manner whatsoever for any loss of or damage to any personal effects including, valuables, fixtures and fittings belonging to the Owner and/or his Tenant in the course of the shifting.
- 4.11 Owners/Resident Housekeeping Responsibilities**
- a) Cleanliness/Tardiness**
The Resident shall keep his condominium unit clean at all times and take practical steps to prevent infestation by vermin and/or insects.
- b) Depositing Rubbish, etc. (also refer to House Rules Section 7.0)**
- i. Residents shall not deposit or cause to be thrown onto the Common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the other resident or of any person lawfully using the Common Property.
 - ii. Residents shall advise and remind their helper[s], children, visitor[s] including themselves not to throw or sweep or empty any rubbish (cigarette butts, used tissues, food, sanitary towel and etc.) out of the windows, balconies and passage ways of the Condominium or abandon them in Common Areas, car parking spaces or open yards (also refer to House Rules Section 5.4 (b)).
 - iii. Garments, rugs, mops or other objects shall not be dusted, shaken or cleaned from windows, stairways, corridors, fire escape areas or in the Common Area.
 - iv. All trash shall be tied and secured in waterproof plastic bags and placed in the proper receptacle/container thereof;
 - v. Resident shall ensure that all such trash be completely drip-free before it leaves the parcel unit. No sanitary towels shall be thrown into any water closet (WC) for disposal.

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c) Disposal of Household Waste (also refer to House Rules Section 7.0)

- i. As the common Refuse Chamber caters only for small household waste, residents shall dispose large waste items such as large boxes, foam wrapping from large appliances, unwanted furniture and equipment, old mattresses etc. by arranging their own means of transport.
- ii. Normal refuse shall be secured in tightly wrapped plastic bags and disposed of at the Refuse Chamber.
- iii. Residents shall not throw or put into the Refuse Chamber any article or object that is likely to cause damage to the equipment.
- iv. Inflammable material, bulky or glass objects must be carried to the main bin centre and should not be left in the Common Areas or Refuse Chamber.

d) Rubbish/Waste Collections (also refer to House Rules Section 7.0)

- i. Household waste shall be deposited at the rubbish bins provided in Refuse Chamber on each floor and not in the lift lobby dustbin, if any.
- ii. Neatly tied waste shall be cleared by the floor cleaners between 8:00 am to 1:00 pm daily.
- iii. Residents shall place bulky wastes, with exception of those covered under section c) - i above in containers provided at the Central Refuse Chamber on each alternate floors.

e) Obstruction or Blockage Prevention (also refer to House Rules Section 7.0)

- i. Residents shall not cause rags, dirt, rubbish, refuse or other substances to be inserted into or placed or left in the sinks, baths, lavatories or any pipe in the condominium unit which could cause obstruction or blockage therein in or in any other manner whatsoever.
- ii. Resident found to have caused such obstruction or blockage resulting in nuisance and/or leakage to the Condominium unit below shall bear the cost of rectification.

f) Drying of Laundry Items

- i. Balconies, terraces, hallways and stairways shall be used only for the purposes intended, and they shall not be used for hanging or drying clothing, for outdoor cooking, for cleaning of rugs or other household items.
- ii. Residents are not permitted to hang clothes from poles protruding through the windows or roofs of the housing unit.

g) Noise Prevention

Residents who carry out any pounding of kitchen pestle and mortar or of the same nature of conduct 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 of noise likely to disturb the peaceful enjoyment of the residents of another housing unit.

h) Storage of Flammable Liquid, Combustible Substances, etc.

Residents shall not use, keep or store upon his condominium unit or upon the Common Property:

- i. Combustible and flammable substances such as petroleum products, chemical, liquid, gas or other flammable material;
- ii. Or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine;
- iii. Chemicals, liquids, gases or other material other than used or intended to be used for domestic purposes. (cooking gas shall be limited to the usual quantity incidental to its use at a private dwelling);
- iv. Explosive of any nature, including but not limited to fireworks;
- v. Substances, which may give rise to obnoxious smoke, fumes or smells.

i) Advertisement and Household Utensils NOT to be Visible from Outside

- i. Owners/Residents are not permitted to place any show-board, name-bill, placard, advertisement or notice of any description upon any external parts of the Building and/or the Condominium or on any of the windows or exterior of the housing unit. (Also refer to House Rules Section 5.6(g)),

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- ii Brooms, mops, kitchen towels, wiping cloth, etc. shall not be placed on windows, doors or passage ways that could be viewed from outside. (Also refer to House Rules Section 5.6 (f)).
 - j) **Furniture in Common Areas**
Furniture, furnishing, and other Common Property located in the Common Areas shall NOT be altered or removed from their locations. (Also refer to House Rules Section 5.7 (b))
 - k) **Tampering of Installation**
Residents are NOT allowed to change, alter, transfer or deface any installations, signboard, fixtures and fittings or any equipment of the Condominium.
 - l) **Fire Fighting Equipment**
Fire fighting equipment shall NOT be tampered with or moved from its original location other than in the event of a fire. (Also refer to House Rules Section 5.7 (b))
 - m) **Repairs of Vehicles**
Major repair of vehicle (involving excessive noise and/or spillage of oil/greases) within the compound of the condominium is strictly prohibited.
 - n) **Maintenance of Lift Cars**
No person shall wear a dripping wet bathing suit, drink, eat, and smoke or carry any dripping wet umbrella in the lift car and main lift lobbies.
- 4.12 Pets, Livestocks and Animals**
- a) **By-Law Prohibits Pets, Livestocks and Animals in the Building**
No Owners/Residents are permitted to keep any pets, livestock and animals in his parcel or on the Common Property.
 - b) **Only Fish Allowed**
However, residents may keep only fish in aquarium for pets. Prior written approval from the management will be required for any large tank-size aquarium, whose weight may impact on the floor loading and affect the supporting structure of the Building.
 - c) **Right of Removal**
The Management reserves the right to remove any pets, livestock or animals found within the Building at the expense of the Owners/Residents.
 - d) Owners/Residents who have pets prior to 24 August 2013 will be allowed to keep their registered pets until their demise. Such Owners/Residents are to furnish the details of their pets in a prescribed form available at the Management Office.
- 4.13 Potted Plants and Other Objects**
- a) **Maintain in Clean & Healthy Condition**
All potted plants or plants grown in flower boxes in the condominium unit shall be maintained in a clean and healthy condition.
 - b) **Potted Plants Placed on Perimeters a Danger to Residents**
No potted plants or similar items shall be placed dangerously on parapets or ledges or near the perimeter of their condominium units, whereby such items may fall and pose a danger to any person or persons.
 - c) **Potted Plants Placed on Perimeters May Cause Damage To The Property**
Potted plants or similar items placed dangerously on parapets or ledges or near the perimeter of their condominium units, whereby such items may fall and may cause damage to the Property.

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- d) **Prevent Dripping of Water and Dropping of Soil**
Potted plants shall be placed in containers so as to prevent the dripping of water or dropping of soil into other condominium units or the Common Area.
- e) **Prevent Breeding of Mosquitoes**
Containers for potted plants should not hold stagnant water, which can give rise to the breeding of mosquito larvae.
- 4.14 Notification to Management**
The Owners/Residents shall give Management, as the case may be, prompt notice of any accident to or defect in the water pipes, gas pipes, electrical installations or fixture, which comes to his knowledge.
- 4.15 Parties and Functions**
- a) **Inform Management of Intention to Hold Parties or Gatherings**
Residents/Owners intending to hold parties or social gatherings in their condominium units are required to inform the Management with details about the date, time and expected guest list.
- b) **Parties should be confined within the Condominium Unit**
Private parties or functions shall be confined indoor only within the condominium unit concerned unless approved by the Management. (Also refer to House Rules Section 4.7 (a, b & c)).
- 4.16 Funeral and Bereavement Arrangements and Other Religious Ceremonies**
- a) **Funerals and Bereavement Prohibited in the Building**
Funeral and bereavement arrangements and ceremonies are strictly prohibited in the Building or individual parcel unit. Such arrangements/ceremonies should be carried out at a funeral parlour of their respective faith or elsewhere, so as to observe the privacy of the other residents.
- b) **Private Religious Gatherings Prohibited within the Condominium Unit Premises**
No private religious gatherings shall be permitted to be held in any of the condominium unit premises without the prior consent of the management as the case maybe.
- c) **Religious Functions or Ceremonies Prohibited in the Common Area**
No religious functions or ceremonies shall be permitted anywhere in the common areas including the Function Hall within the Building.
- 4.17 Overloading and Impairment**
Nothing shall be allowed, done or kept in the Building, which may overload or impair the floors, walls or roof thereof.
- 4.18 Letter Boxes**
- a) **Letter Boxes Labeled According to Individual Parcel Unit Numbers**
The letter boxes located on the Ground floor are labeled according to the individual parcel unit numbers.
- b) **Management Holds No Master Key or Extra Keys to the Letter Boxes**
In the interest of the residents and for the purpose of security, the Management does not retain a master key or any extra set of keys to the letter boxes.
- c) **Private Circulars/Notices/Pamphlets Prohibited in Letter Boxes**
Private circulars or notices, or business pamphlets are not permitted to be inserted into the private letter boxes of the residents without prior consent or approval from the Management. (Also refer to House Rules Section 5.1 (b)).
- 4.19 Individual Cold Water Supply Reticulation System, Electrical Conduits/Cables/Wiring System and Sewerage Reticulation System**
- a) **Delineation of Boundaries of Individual Parcel Proprietor's Property**
The following shall constitute as Private Property belonging to an individual parcel unit:

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- i Water Piping System Delineation**
Individual water sub-meter, individual water tank and the cold water supply reticulation piping system from the water sub-meter to the individual parcel unit;
- ii Electrical Cabling System Delineation**
Individual TNB electricity meter and the electrical conduits/cables/wires from the TNB electricity meter to the individual parcel units; and
- iii Sewerage Piping System Delineation**
All the waste/soiled water reticulation piping system serving the individual parcel unit before their connections to the common stack and including their connections to the common stack.
- b) Management act as Agent to Take Proceedings**
The Management shall act as agent to take proceedings, where the condition of the individual meter, pipes or conduits/cables/wires affects or is likely to affect the condition of the adjacent parcel units or the common property but at the parcel proprietor's cost. In emergency situations however, immediate actions would have to be taken by the Management in order to prevent further damage to the affected parcel unit(s) or Common Property.
- c) Management Reserves the Right to Exercise Discretion**
The Management shall at its sole discretion change the water sub-meter to the individual parcel unit if the water sub-meter is found/suspected to be faulty and the previous water billings shall be adjusted for anomalies over the period of faulty readings from the old water sub-meter based on the average daily reading of the new water sub-meter.

5.0 COMMON AREAS AND COMMON PROPERTY

5.1 Notices

- a) Observance of Notices**
The Owner/Resident shall observe all policy bulletins and notices put up in the Common Areas, the lift areas, bulletin boards and the official website (www.GCB Court.com.my) by the Management.
- b) Advertisements/Circulars/Notices/Prohibited in Letter Boxes/Common Areas**
There shall be no posting of advertisements, circulars or notices at the common areas or resident's private letter boxes without the prior approval of the Management. Once the approval is obtained, posting shall be on the notice boards. (Also refer to House Rules Section 4.18 (c)).

5.2 Obstruction & Dangerous/Nuisance Activities in Common Areas

- a) Non-Obstruction of Sidewalks/Passages/Lobbies/Stairways/Corridors**
Sidewalks, passages, lobbies, stairways, and common corridors must NOT be obstructed at anytime, or used for any purpose other than its designated use.
- b) Prohibition of Bicycles, Tricycles, Riding Toys, Roller Skates, Skate-Boards, etc. in the Common Areas of the Building**
Bicycles, tricycles, children's riding toys, roller skates, skate-boards and the like (with the exception of wheel chairs) may not be ridden, used or left in any corridors, stairways, lobbies or lift in the Building so as NOT to cause any obstruction to freedom of movement or transit for other residents as well as NOT to cause injuries to any other person in the Building or NOT to cause damage to the property of the Common Areas of the Building.
- c) Prohibition to Play at Corridors, Stairways, Lobbies, Lifts, Car Park and Roads**
The residents shall NOT permit their children for their own safety to play in the Common Area corridors, stairways, lobbies, lifts, car park and roads in the Building save for each tower ground floor open area, children playground, children wading pool and the garden ground. The GCB Management will not be liable for any injuries or damages suffered by residents' children in any of the Common Areas.

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- d) **Prohibition of Games/Activities that Pose Danger & Nuisance**
Games or activities that, in the opinion of the Management, pose a danger or nuisance to persons or properties shall not be allowed in the Common Area.
- e) **Prohibition of Unauthorized Sports/Activities in the Common Area**
No unauthorized sports or activities will be allowed in the Common Areas.
- f) **Prohibition to Store/Place/Leave Goods at Common Areas**
No goods or other items shall be stored or placed or left in the Common Areas. The Common Areas used for access by owners or residents shall be kept clean and accessible at all times. The Management reserves the right to remove all items found in the Common Areas without notice.
- g) **Children's Bicycles, Skate Boards and the Like**
The Owner/ Resident is responsible to ensure that his children's bicycles, skate boards and the like are properly kept in his condominium unit after their use and are not left in the common areas including the car park. (Also refer to House Rules Section 5.2 (b)).

5.3 Plants and Flowers in Common Areas

- a) **Enjoyment & Enhancement of Aesthetic Value**
The plants and flowers in the garden and common areas are for the enjoyment of the residents and the enhancement of the aesthetic value of the Building.
- b) **Plucking/Cutting/Digging Up of Common Area Flowers/Plants Prohibited**
No person should pluck or cut any flowers or dig up any plants in the garden or Common Areas except at the Community Herb Garden where selected cooking herbs have been specially grown for personal consumption of Owners/Residents.

5.4 Cleaning of Areas Adjoining to External Property

- a) **Care & Prevention when Cleaning**
Care should be taken when cleaning areas adjoining the external walls so as to prevent water from running down the balcony or the exterior of the Building in to other units.
- b) **Rubbish/Water Thrown Out of Windows/Balconies/Passageways Prohibited**
Resident shall NOT permit any rubbish or other material including water to be thrown out of the windows, balconies and passageways. (Also refer to House Rules Section 4.11 b (ii))

5.5 Liabilities for Damages to Common Property

- a) **Responsibility for actions of Guests & Tradesmen/Workmen**
Owners/Residents are responsible for the actions of their guests and their tradesmen/workmen in the Building.
- b) **Liability for Damages by Guests & Tradesmen/Workmen**
Owners/Residents shall be liable for all costs and expenses incurred by the Management to repair, replace or restore any or whatsoever damage to the Common Property howsoever caused by the Owners/Residents or their guests or their tradesmen/workmen.

5.6 Exterior Façade of the Building and External Installations

- a) **Renovation Works Affecting Exterior Façade Prohibited**
No renovation works of any unit shall affect the exterior façade of the Building.
- b) **Installation of External Structures Prohibited**
No external installations such as awnings, shades, screens, grilles, radio/television antennae/Astro dishes or any other external structures shall be erected without the prior written approval of the Management.

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- c) Installation of Main Door Grille for Condominium Unit**
Installation of the main door grille for the condominium unit shall be of stainless steel, mild steel and cast iron material only. The main door grille shall be installed in a manner that it will open towards the inward side of the condominium unit. The design shall be submitted to the Management office and is subject to approval.
- d) Protruding Objects for Hanging Textile Items Prohibited**
For the purpose of maintaining the good image of the Building, residents shall not allow any projections including poles for hanging textile items such as clothes, bedding articles, towels, linen, rugs and carpets, which may be visible from the exterior of their units or the Building to extend through any door or window openings or balcony.
- e) Textile Items Visible from the Exterior Prohibited**
Residents shall ensure that textile items shall not be hung or placed in any areas which may be visible from the exterior of their units or the Building, or in the Common Area, even if they are not hung from Poles that protrude through the windows, balconies or roofs of the units.
- f) Household Utensils & Cartons Visible from the Exterior Prohibited**
Brooms, mops, cartons, shall not be placed on windows, doors, balcony railings or passages or any other places which may be visible from the outside of the units. (Also refer to House Rules Section 4.11i (ii))
- g) Visual Communications Visible from the Exterior of the Building Prohibited**
Owners/Residents are not allowed to affix or to paint, any trade, professional or business advertisement or notices, posters, illuminations or other means of visual communication on any external doors and windows or balcony railings of the units or any of the external part of the Building or any part of the common entrances, passages, staircase landings which may be visible from the outside of the units. (Also refer to House Rules Section 4.11i (i))
- h) Erection of Fences & Structures in the Grounds of the Building Prohibited**
No fences or structures may be erected in the grounds of the Condominium.
- 5.7 Furniture and Equipment in Common Areas**
- a) Furniture & Equipment Provided for Safety, Comfort & Convenience**
Common Property such as furniture, furnishing, fire-fighting equipment and fixtures and fittings in the Common Areas have been provided for the safety, comfort and convenience of all residents.
- b) Damage, Misuse & Removal of Furniture & Equipment Prohibited**
Therefore, such equipment or fixtures shall NOT be tampered with, damaged, misused or removed from their original locations. (Also refer to House Rules Section 4.11 (j & l)).
- 5.8 No Smoking or Consumption of Alcoholic/Liquor/Beers In Common Areas and Facilities Areas**
No smoking of cigarettes or cigars or the like is allowed in the Common Areas and facilities areas. Alcoholic beverages, Liquor & beers, etc are strictly PROHIBITED in the Common Areas and Facilities Areas. Exception in made to BBQ area & function room upon rental application.
- 6.0 VEHICLE ACCESS & PARKING REGULATIONS**
- 6.1 Drop Off and Pick Up Access**
- a) School Buses and School Vans and Taxi**
Only school buses and vans and taxi will be permitted entry into the GCB compound for the purpose of dropping off or picking up school children and passengers.
- b) Private Chauffeur Cars**
Private chauffeur cars are disallowed entry unless the drivers can be identified by the driver pass cards issued by the Management and their cars are parked at respective resident's car park lot. Such cards must be applied on their behalf by the resident users concerned. (Refer to Section 6.4).

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6.2 Use of Car Parks by Parcel Proprietors and Residents

a) Park at Allocated Car Park Bays

Owners/Residents shall park their vehicle at their own accessory car park bay parcel only and/or at the specified rental car park bays (if available), which they have rented from the Management.

b) Vehicles Parked at Other Resident's Bays will be Wheel Clamped & Towed Away

Any vehicles found parked at other resident's car park bay without permission or knowledge of the owner of the car park bay will be wheel clamped and the vehicle owner will be served a twenty four (24) hour notice to remove his/her vehicle, failing which the vehicle will be towed away from the Building and a levy imposed. Kindly refer to Schedule C.

c) Repeat Offender's Vehicle Wheel Clamped & Towed Away without Notice

A repeat offender whose vehicle is parked in other resident's car park bays without permission of the owner of the car park bay will have his/her Vehicle wheel clamped and if the vehicle is not removed within twelve (12) hours, it will be towed away at the cost of the owner without any further notice, and similarly a levy shall be imposed. Kindly refer to Schedule C.

d) Vehicles of Parcel Proprietors Parked at Visitor's Bays Treated as Discarded

Vehicles of parcel proprietors found parked at visitor's car park bays will be wheel clamped and the Owners served a notice to have them removed immediately, failing which their vehicles, after a lapse of three (3) working days, shall be treated as a discarded vehicle and towed away from the premises of the Condominium and similarly a levy shall be imposed. Kindly refer to Schedule C.

e) Non-Resident Owners Need to Register Vehicles at Guardhouse

Non-resident Owners, who have rented out their condominium units and are on visit to Condominium, shall have to register themselves at the guardhouse and park at the visitor car park bays allocated to them.

f) Liability for Damage of Common Property

Owners/Residents shall not damage or cause damage to any fittings and fixtures in the parking area or any part of the Common Area. They shall be fully liable for any damage caused.

g) Authorized Usage of Parcel Proprietor's or Resident's Car Park Bay

A parcel proprietor or resident may rent out his own car park bay or permit his guest/visitor to use his car park bay in his place provided that prior notification has been made to Management. Each parcel proprietor or resident is responsible for applying for the required authorization documents from the Management for such usage of his car park bay to avoid any inconvenience to their car park lessee or guest/visitor. It is important that Management is apprised of such usage of car park bays in advance for security purposes, and to avoid any mistaken vehicle wheel clamping that may arise due to miscommunications.

6.3 Authorized Car Stickers and Car Park Access Cards

a) Car Sticker & Car Park Access Card for each Resident Car Park Bay

A non-transferable authorized car sticker and car park access card will be issued for every resident car park bay on a one to one basis.

b) Car Sticker & Car Park Access Card for each Rental Car Park Bay

A non-transferable authorized car sticker and car park access card will be issued for every rental car park bay where a deposit for the access card will be imposed. Kindly refer to Schedule C.

c) Parcel Proprietor Responsible to Apply Car Sticker & Access Card for Tenant

Each parcel proprietor is responsible for applying for an authorized car sticker and a car park access card from the Management for his incoming tenant and surrendering the old car sticker and/or car park access card to the Management prior to the issuance of a new authorized car sticker and/or access card for his incoming new tenant where a fee will be imposed. Kindly refer to Schedule C.

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- d) Tenancy Agreement Required on Application on Behalf of Tenant**
Application for a car sticker & car park access card for the tenant, a copy of the Tenancy Agreement must also be submitted together with the application form.
- e) Landlord's Letter of Consent Required on Application by the Tenant**
In the event, the tenant of a parcel unit (condominium unit) is applying directly for an authorized car sticker and car park access card, he will be required to submit a Letter of Consent for the same from his landlord (owner) together with a copy of his Tenancy Agreement.
- f) Display Valid Car Sticker at all Times**
The authorized car sticker is to be displayed prominently at the top corner of the windscreen on the passenger side or on the dashboard of the vehicle at all times for easy identification whilst the vehicle is parked at the condominium compound, failing which the vehicle shall be clamped and a release fee will be imposed. Kindly refer to Schedule C.
- g) Car Sticker & Car Park Access Card are Non-Transferable**
Car sticker and car park access card are non-transferable and shall be returned to the Management if found and if the resident is no longer occupying or renting a unit in the Building or possessing a vehicle. If the car park access cards are used by another resident/tenant/visitor then the offending access card/s will be deactivated without notice and a re-activation fee will be imposed. Kindly refer to Schedule C.
- h) Replacement of Car Sticker due to Change of Vehicle**
The car sticker may be replaced with another sticker at no extra cost by the Management if the resident has changed his vehicle.
- i) "First Come, First Serve" Basis for Rental of Car Park Bays**
Due to the limited number of rental car park bays, all applications will be treated on a "first come first serve" basis. However if the number of application exceeds the availability of the rental car park bays a selection by means of balloting will be conducted. The decision of the Management in this matter will be final.
- j) Entry for Resident's Vehicles Without Car Park Access Cards**
Vehicles of any Owners/Residents without the authorized car park access card will be allowed entry into the car park area upon compliance of Section 4.3(a), 4.3(g) and 6.3(f).
- k) Compulsory to Use Car Park Access Card on Ingress & Egress**
Every Owners/Residents must personally use his authorized car park access card for the ingress/egress of his vehicle into/from the premises. The Security Guard at the entry/exit point is not allowed to assist the Owners/Residents in by overriding the auto gate system.
- l) Do Not Leave Car Park Access Cards Exposed & Unsecured In Vehicle/s**
For security reasons, Owners/Residents are advised not to leave their car park access cards exposed in their vehicles unsecured.
- m) Update Particulars of Applicant on Renewal or Replacement of Stickers or Cards**
Owners/Residents who wish to renew or replace their authorized car stickers and replace car park access cards for their accessory car park bays must update particulars of their names, condominium unit numbers, motor vehicle registration numbers and any other information required that will be determined by the Management from time to time.
- n) Issuance of Replacement Stickers & Access Cards Subject to Surrender of Expired Ones**
Issuance of a replacement for stickers and or access cards will be subject to the surrender of the old car sticker and or access cards.
- o) Rental of Car Park Bays Subject to No Outstanding Contributions**
Owners/Residents may apply to rent a rental car park bay (if available) for the prescribed period at the specified

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rental rates from the Management only if there are no outstanding contributions by the Owners/Residents concerned to the Management Fund.

p) Report Loss of Car Sticker/Access Card to Management in Writing

Loss of any authorized car sticker/access card must be immediately reported in writing to the Management and a replacement will only be issued upon payment of the replacement fee. Kindly refer to Schedule C.

q) Replacement Subject to Availability & Management's Sole Discretion

Upon the report of the loss, theft or damage of authorized car sticker/access card/s, the Owners/Residents concerned may apply for replacements which may be issued subject to availability and at the Management's sole discretion having regard to the frequency of any loss, theft or damage of such authorized car sticker/access card/s by the Owners/Resident.

r) Replacement Subject to No Outstanding Charges

Application for replacement of authorized car sticker/access card is subject to the Owners/Residents being not in default of any provision hereunder nor are there any outstanding contributions by the Owner concerned to the Management Fund.

s) Replacement also Subject to Receipt of Police Report for Loss of Vehicle

Issuance of replacement car stickers/access cards subject to the receipt of a police report on such loss without which the Management reserves the right to deny such application for replacement or to withhold the issuance of a replacement until such time a police report is received. A replacement fee will be imposed if unable to produce the police report. Kindly refer to Schedule C.

t) Renewal of Car Sticker

Renewal of the car sticker will be on a yearly basis and is subject to no outstanding contribution by the parcel proprietor concerned to the Management Fund.

u) Right of Refusal if Usage of Car Sticker & Access Card is Abused

If there are any outstanding arrears (whether or not demanded) due and payable hereunder to the Management by the Owner/Resident or if in the opinion of the Management, the Owner/Resident misuses any authorized car sticker/access card or if the Owner/Resident fails to comply with any rules governing the use of the authorized car sticker/access card, the Management shall be entitled to withhold the issuance of any replacement authorized car sticker/access card or the new issuance of the same upon renewal.

6.4 Driver/Private Chauffeurs

All drivers/private chauffeurs need to register as visitors and park at visitor's bays or in respective owner's parking space until it is time to collect their passengers.

6.5 Usage of Visitor Parking Bays

a) Visitor's Vehicles Only Permitted to Park at Designated Visitor's Car Park Bay

Visitors shall park their vehicles only at the designated visitor car park bays and not in any other Owners/Residents bays, rental bays, unloading bays or common road areas.

b) Pre-Registered Visitor Vehicles and Parking Fees

Owners/Residents may pre-book visitor bays for expected guests by going to the Management office and completing an application form. Pre-registered visitors are allowed free parking for the two (2) days and thereafter charged. Kindly refer to Schedule C.

c) Ad-Hoc Visitor Vehicles and Parking

Ad-hoc visitor vehicles upon registration may park in designated visitor parking bays as allocated by main guard house security on the following conditions:

- i. No Entry between 11.00pm to 7.00am except where Owners/Residents accompany guests/visitors from Security Guard House after registration.

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- ii. Any Owner or Resident who has visitor intending to park for more than 24 hours should notify the Management Office. Ad-hoc visitor vehicles parked for more than 24 hours without notification to Management will be wheel clamped and subject to an unclamp fee. Kindly refer Schedule C.

6.6 Prohibited Parking Areas

These comprise all areas within the Building except the proper designated car parking bays in the premises of the Building.

6.7 Wheel Clamping, Towing & Charges

a) **Unauthorized Vehicles Parked or Left Unattended within the Building shall be Wheel Clamped or Towed Away**

Any unauthorized vehicle found parking within the Building or outside the proper designated car parking bay or at the parking bay of other parcel proprietor or causing vehicular obstruction by parking indiscriminately at the designated car parking bay for more than 10 minutes shall be towed away or wheel clamped at the vehicle owner's expense without prior warning. Kindly refer to Schedule C.

b) **Wheel Clamp Removal & Holding Charges**

The Management is not liable for any damage caused to the defaulting vehicle. The wheel clamp will only be removed after a charge has been paid and if towing is required, the defaulter is liable to pay for the fees charged by the towing truck company. In any event, the defaulter will also be subjected to a holding by the Management. These charges shall be deemed as contribution to the Management Fund. Kindly refer to Schedule C.

6.8 Warning Notices

a) **Vehicles Parked Indiscriminately will have a Warning Notice Applied**

Notwithstanding House Rules Section 6.7 above, any unauthorized vehicle found parked within the Building or any authorized vehicle found parking outside the proper designated car parking bay or at the parking bay of other parcel proprietor will be served warning notice placed on its windscreen concurrent to the actions taken as stipulated in 6.2 (b).

b) **Management Indemnified from Liability for Damages**

The Management is not liable for any damage caused to the defaulting vehicle.

6.9 Vehicle Repairs

a) **Major Repairs of Vehicles at Car Park Area Prohibited**

No major repairs shall be carried out on any vehicle parked within the Building.

b) **Major Repairs involve Excessive Noise, Fumes, and Oil Spillage & Removal of Engine Parts**

"Major Repairs" means repair works that involve excessive noise, fumes or the spillage of oil or the use of chain blocks or other medium/heavy duty weight lifting structure/equipment.

6.10 Damage, Theft or Loss of Vehicle in the Building

a) **Park at Own Risk**

Every vehicle shall be parked in the Building at the vehicle owner's own risk.

b) **Management Exemption from Liability**

The Management shall not be held responsible or liable in any way whatsoever for any damage, misdemeanor, theft, loss of the vehicle (including the contents therein) that may be suffered by the vehicle owner, his passengers, helpers, agents and/or licensees however arising whilst the vehicle is parked in the Building.

c) **Ensure Vehicle is Locked at all Times**

It is the responsibility of the vehicle owner to ensure that his vehicle is locked at all times when parked in the Building premises.

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- d) **Activate Vehicle Alarm System & Add Additional Locks**
Vehicle owners are advised to activate their vehicle alarm systems at all times and be armed with additional quality steering wheel locks or brake locks for the security of the vehicle.
- e) **Do Not Leave Valuables or Personal Effects in the Vehicle**
Vehicle owners are advised not to leave any valuables or personal effects or electronic/electrical equipment such as computers, digital cameras, etc. in the vehicle while parked in the Building premises. The Management shall not be held responsible for any such valuables being stolen from the vehicle.
- 6.11 **Additional Structures on Car Bay**
No additional building or structure of any form shall be erected on any car park bay in the Building.
- 6.12 **Cleanliness of Car Park**
Every Owner/Resident shall ensure that he does not leave any equipment, vehicle spare parts/components, discarded material including engine oil leakage, rubbish and litter in the car park area at any time. Washing of vehicles shall be undertaken only at the Car Washing Area allocated by the Management.
- 6.13 **Speed Limit**
The speed limit within the Building is fifteen (15) km/hour and the manner of driving shall always be cautious and courteous.
- 6.14 **Car Horn**
Hooting or use of the Car Horn is prohibited in the Building except in the case of an emergency situation.
- 6.15 **Car Alarm**
- a) **Avoid Nuisance & Annoyance of False Alarm**
All car alarms shall be well maintained to avoid any false alarm causing nuisance/annoyance to other residents.
- b) **Right to Deactivate Access Card & Bar Affected Vehicle from Entering Building**
If the false alarm of a vehicle becomes too frequent and a nuisance to other residents, the Management is entitled to deactivate the access card of the resident concerned and bar the vehicle from entering the Building.
- 6.16 **Motorcycles**
- a) **Designated Parking for Motorcycles**
Motorcycles shall be parked at the designated parking areas and, on no occasion, should these Vehicles be left or parked in any other area.
- b) **Failure to Adhere to Regulation**
Failure to adhere to House Rules Section 6.16 (a) above shall result in House Rules Section 6.7 & 6.8 or House Rule Section 6.17 being applied as the case may be.
- 6.17 **Discarded Vehicles**
- a) **Parking of discarded/derelict Vehicles Prohibited**
Owners/Residents are responsible to maintain the aesthetic value of the Building by ensuring that no discarded/derelict vehicles are parked at their designated car park bays or visitor's car park bays.
- b) **Discarded/Derelict Vehicles to be Removed**
Discarded or derelict vehicles will be towed away from the building at the vehicle owner's expense after the service of a seven (7) days' notice by the Management.

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6.18 Deactivation of Proximity Access Cards

a) Payment Defaulters' Access Card to be De-activated

The access card of any defaulter, who for whatsoever reasons has outstanding contributions to the Management Fund including whatsoever charges, levies, damages, cost of damage to Common Property or expenses under Section 77 of Act 318 of Strata Title Act 1985, shall be deactivated (also see House Rules Section 8.3).

b) Reactivate on Clearance of Arrears & Reactivation Fee

With reference to House Rules Section 6.3 (o & r) above and Section 6.19 (c) hereunder, the defaulter shall be barred from using access card to enter the GCB Condominium until the arrears and the reactivation fee is paid. As such, the defaulter shall not be permitted to park his vehicle/s anywhere within the premises of the Building including his own parking bay/s.

6.19 Rental Car Park Bays

a) Rental Car Park Bays

The Management has designated a number of car park bays (designated as Rental Bays) upon availability of space for rental on a "first come, first serve" basis. The car parking bays will be rented out based on the following:

- i) Application strictly by unit owners only.
- ii) Only one (1) application is permitted for each unit (all owners only one (1) unit!)
- iii) No sub-renting is allowed.
- iv) Only Owners/Residents with no outstanding service charges and other necessary charges are eligible to apply.
- v) Selected parcel proprietors will adhere to the House Rules and Regulation.

b) Rental Booking, Periods & Advanced Payment Rental Rates

Rental bookings may be made at the Management office where available bays will be shown and allocated for specific rental periods at advanced payment rental rates. Kindly refer to Schedule C.

c) Debt Free Criteria

The applicant (Owner/Resident) must satisfy the criteria of not being in default of any provision hereunder as well as not being in arrears of any outstanding contributions to the Management fund which comprises service charges, sinking funds, water charges, quit rent, insurance premiums, late payment interest and any other obligatory costs of the Management and including whatsoever charges, levies, damages, cost of damage to Common Property or expenses under Section 77 of Act 318 of Strata Titles Act 1985 payable by those affected parcel proprietors / persons concerned prior to the allocation of any rental car park bay to the applicant.

d) Management's Right to Allocate

The Management reserves the right to allocate the rental car park bays to the applicant subject to its availability of the car park bays for rental with priority being given to the current occupants of the rental car park bays wishing to renew their leases. The decision of the Management in this matter will be final.

e) Early Termination of Contract

In the event that an applicant has to terminate the rental of his rental car park bay and upon receipt of application in writing from the said applicant, the balance monthly rental for the unexpired months will be returned to the applicant, without any accrued interest, by the Management less any outstanding arrears in the contributions to the Management Fund.

7.0 REFUSE DISPOSAL

a) General (also refer to House Rules Section 4.11 (b – e))

There shall be no indiscriminate throwing/dropping of rubbish in any Common Area, in particular out of upper floor windows, balconies and other openings. All Rubbish must be thrown properly in the closest Refuse Chamber located at each floor.

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- b) **Refuse in Plastic Bags (also refer to House Rules Section 4.11 (b – e))**
Owners/Residents shall ensure that all household refuse be sealed in non-porous plastic bags and place them properly in the refuse bins at the Refuse Chamber located at each level of the Building. All wet refuse should be thoroughly drained of any liquid prior to leaving the unit and care should be taken to prevent any dripping on the floors and staircases.
- c) **Heavy or Bulky Objects (also refer to House Rules Section 4.11 (b – e))**
Heavy or bulky objects must not be discarded at the main Refuse Chamber. Such large items must be removed from the Building by the individual resident concerned at his own cost.
- d) **Refuse Chamber Room (also refer to House Rules Section 4.11(b to e))**
Owners/Residents using the Refuse Chamber room must ensure that all refuse is properly thrown into the bin provided. The Owners/Residents must also ensure that the doors of the refuse chamber room are properly closed at all times.

8.0 CREDIT CONTROL & DEBT MANAGEMENT

8.1 Defaulters and Management Fund

- a) **Defaulter Classification**
“Defaulters “are those parcel owners/persons who, on the first of each month, have outstanding contributions to the Management, exceeding two (2) months equivalent of service charges and sinking funds.
- b) **Management Fund includes Service Charges, Sinking Fund & Other Charges**
Management Fund under Sections 45 & 46 of Act 318 of Strata Titles Act 1985 shall comprise Service Charges, Sinking Fund, Water Charges, Quit Rent, Insurance Premiums, Late Payment Interest and any other obligatory costs of the Management and including whatsoever charges, levies, damages, cost of damage to Common Property or expenses under Section 77 of Act 663 of Strata Titles Act 1985 payable by those affected parcel owners/person concerned.

8.2 Late Payment Interest

- a) **Late Payment Interest Levied on Daily Rest**
A late payment interest at the rate of ten percent (10%) per annum based on daily rest will be automatically levied, without further notice, on all types of outstanding contributions to the invoice for all outstanding contributions to the Management Fund of GCB Court.
- b) **Waiver of Late Payment Interest**
Late payment interest can only be waived with approval by the Management Corporation on a case-by-case basis such as debt collection promotion periods and/or as negotiated to collect long outstanding defaulter’s debt.
- c) **Late Payment Interest Deemed as Contribution to the Building Fund**
The late payment interest shall be deemed as a contribution to the Building Fund of the Management Corporation (MC) of GCB Court.

8.3 Deactivation & Reactivation of Access Cards

- a) **Deactivation of Defaulter’s Access Card without Further Notice**
The access card of a defaulter, under the definition as in house rules section 8.1 above, shall be automatically deactivated without any further notice and therefore barred from using card access to enter the GCB condominium until all arrears and a reactivation fee as below are paid. See House Rules Section 6.18 (a).
- b) **Reactivation Fee on Settlement of Arrears**
A reactivation fee will be charged to the defaulter for the reactivation of the access card after the settlement of all arrears. Please see House Rules Section 6.18(b).

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- c) Reactivation Fee Deemed as Contribution to Management Fund**
The reactivation fee shall be deemed as a contribution to the Management Fund of the Management Corporation (MC).
- 8.4 Panel Lawyer Appointment**
- a) Panel Lawyer Appointment**
The Management Corporation has the authority to appoint a panel lawyer for the legal prosecution of defaulters as well as any necessary legal defence of GCB staff or Management Corporation (collectively or as individuals) if sued by any of the unit owners, tenants, suppliers or third parties in the course of discharging their duties.
- 8.5 Legal Proceeding for Recovery of Arrears**
- a) Consideration of Legal Proceedings after 14 Days of Notice**
If the said outstanding contributions to the Management Fund under the definition of House Rules Section 8.1 are not settled within fourteen (14) days from the date of domestic water supply disconnection, then legal proceeding will be taken to recover such arrears and the cost of such legal proceeding will be borne by the defaulter.
- b) Service of Intention to Take Legal Proceedings with 14 Days' Final Reminder**
Notwithstanding the above, legal proceeding against any defaulting parcel proprietor(s) may be instituted without any precondition after the service of a fourteen (14) days' Final Reminder to the defaulting parcel proprietor(s) specifying the intention of the Management Corporation to commence the legal proceeding and the cost of such legal proceeding will be borne by the defaulter. Notwithstanding the above, the defaulter shall be guilty of an offence under Section 55A of Act 318 of Strata Titles Act 1985 and shall be liable on conviction to a fine not exceeding RM5,000.00 (Malaysia Ringgit Five Thousand) and to a further fine not exceeding RM50.00 (Malaysia Ringgit Fifty) for every day during which the contribution remains unpaid after conviction.
- 8.6 Prohibition from the Use and Enjoyment of Common Facilities**
A defaulter under the definition of House Rules Section 8.1 above will be prohibited from using and enjoying the common facilities of the GCB Court such as swimming pool, poolside area, BBQ pits, tennis court, squash courts, table tennis room, gymnasium, function halls and the like.
- 8.7 Prohibition from Application to Rent Rental Car Park Bay**
A current defaulter under the definition of House Rules Section 8.1 above will be prohibited from making an application for a rental car park bay belonging to the Management Corporation.
- 8.8 Display of Defaulters' List**
- a) Defaulter's List to be Publicly Displayed**
A Defaulters' List showing the names of the defaulters and their condominium unit numbers shall be displayed at the notice boards or at various public places within the Condominium. For this purpose, defaulters are those who are more than two (2) months' equivalent of service charge and sinking funds in arrears.
- b) Defaulter's List Update Cycle**
Such Defaulters' Lists will only be updated at the end of each subsequent calendar month.
- 8.9 Rights To Accept Payment Deemed Made On Behalf Of A Parcel Owner**
The Management Corporation shall be entitled to accept any payment made by the Tenant/Lessee or Guest of a Parcel Owner towards any outstanding payment due and payable by the said Parcel Owner. The said Tenant/Lessee or Guest shall be deemed to be irrevocable authorized by the said Parcel Owner to make all such payments on behalf of and for the account of the said Parcel Owner.
- 8.10 Rights To Demand Payment From Tenant(s)**
The Management Corporation is hereby authorized to demand any outstanding payments due and payable for a particular parcel unit from its Tenant(s) or Lessee with/without the prior approval from the Parcel Owner.

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8.11 Cross- Default

In the event that a Parcel Owner owns more than one unit in the Building, the Management Corporation is hereby authorized to demand any outstanding payment due and payable hereunder from the Tenant(s) or Lessee of the other unit(s) owned by the said Parcel Owner.

9.0 MAINTENANCE AND REPAIRS OF THE INDIVIDUAL PARCEL

9.1 Maintenance and Repairs of the Individual Parcel Unit

a) Prior Consent and Approval in Writing of the Management

- i All maintenance, repairs and replacements in or to the said parcel (other than maintenance of and repairs to any Common Property), whether structural, ordinary or extraordinary, minor or major, including but without limitation, any joints or beams on which the floors or ceilings of the said parcel are laid, screens, windows, the exterior side of the main entrance door, and all plumbing, sewerage and air conditioning fixtures and equipment, if any, shall require 3 day's prior consent and written approval of the Management of the repair or replacement plans;
- ii The maintenance, repairs and replacements as stated in House Rules Section 9.1a (i) shall be performed under the supervision of the Management and by the owner(s) of the said parcel.
- iii The maintenance, repairs and replacements as stated in House Rules Section 9.1a (i) shall be performed at the sole cost and expense of the owner(s).
- iv The maintenance, repairs and replacements as stated in House Rules Section 9.1a (i) shall be performed only after 3 day's notice has been given to the other owners or occupiers of the parcels adjoining, adjacent to, below and above the said parcel.

b) Repair Costs Borne Jointly by the Owner(s)

- i The walls separating the said parcel from the adjoining parcel or parcels of the Condominium shall be deemed and acknowledged to be a party wall or party walls.
- ii Plans for the maintenance and repair of the party wall(s) shall require the prior consent and approval in writing of the Management.
- iii Such maintenance and repair of the party wall(s) shall be performed under the supervision of the Management and the owner(s) concerned.
- iv The cost and expense of such maintenance and repair and of keeping the said party walls in good repair and making good all defects shall be borne jointly by the owner(s) and the owners of such adjoining parcel or parcels of the Condominium.

c) Repair Costs Solely Borne by Owner(s)

- i The degree of good and substantial maintenance and repair of the said parcel that is required shall be determined by the Management.
- ii The Owner(s) shall permit the Management, its staff or agents, at any reasonable time to enter and examine the state and condition of the said parcel.
- iii If it is found that defects in the said parcel have affected adversely some or all parcels adjoining, adjacent, below and above owing to the failure of the owner(s) to keep the said parcel in good and substantial repair and condition, of which notice in writing shall have been given by the Management to the owner(s), all such defects shall be repaired at the owner(s)' sole cost and expenses.

d) Consequences of Failure to Rectify Defects By Owner(s)

- i In the event that the owner(s) fails to agree to the repairs assessed by the Management to be necessary to avoid substantial damage to the said parcel, or other parcels, the Management shall have the right to carry out such repairs after seven (7) days written notice to the owner, or written or oral notice of a shorter duration, in the event of an emergency and to charge the owner(s) for the cost of all such repairs and/or maintenance.
- ii In the event that the Owner(s) fail(s) to make prompt payment, the Management shall be entitled to take all such steps at law to recover the same and in that case the owner(s) shall also be liable for the payment of all legal fees, costs and interest at the rate of ten percent (10%) per annum on outstanding sums from the due date till full settlement.

e) Owner's Maintenance Responsibilities

The owner is responsible for the repair and maintenance of the interior of his condominium unit(s) at his own cost,

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including all fixtures and fittings at the riser serving his condominium unit(s).

9.2 Maintenance & Repair of the Common Property/Properties Surrounding the Said Portion

a) Surrounding Fencing & Wall Comprise Part of the Common Property

The fencing/wall surrounding and cordoning of the said portion, within which shall be erected the Building, shall comprise part of the Common Property.

b) Management's Task to do Maintenance, Repairs, and Replacement & Services

All maintenance, repairs, replacement and services provided in or to the Common Property shall be performed by the Management.

c) Cost & Expense Shared & Borne by All Parcel Proprietors

The cost and expense thereof shall be borne by all the parcel proprietors by a fair contribution each, calculated by dividing the area of the said parcel by the total area of all the parcels comprised in the said Building multiplied by the total costs and expenses so incurred.

d) Cost & Expense due to Negligence by Small Group of Owners shall be borne by the Said Group of Owners

Where any or additional maintenance, repairs, replacement and services are necessitated by the negligence, misuse or neglect of a single group of owners, the cost and expense shall be borne by the said group of owners.

e) Management's Exemption from Liability

Notwithstanding the duty of the Management to maintain and to manage the Common Property, the Management shall not be liable to the owner(s) for any injury or damage.

9.3 Damage To Common Property

a) Owner's Liability due to Negligence

In any other instance not specifically referred to the above, the owner shall be liable for the expense of any maintenance, repair or replacement of any Common Property made necessary by his negligence or by that of any member of the owner's family or his or their guest(s), employee(s), agent(s), tenant(s) or lessee(s),

b) Owner's Liability Limitation

The owner shall be liable for the above expense as stated in House Rules Section 9.3a only to the extent that the expense is not made by the proceeds of insurance carried by the Management.

9.4 Owner's Maintenance of their Own Parcel Unit(s)

a) Management's Right to Seek Owner's Compliance in a Court of Law

In the event the owner(s) fail to maintain the said parcel in the manner herein required, the Management or any other owner shall have the right to proceed in a court of law to seek compliance,

b) Management's Right to Place Owner in Compliance by Informing & Collecting Sum Required for Repairs

The Management shall have the right to inform the owner(s) of the sums necessary to do whatsoever work is required to place the owner(s) in compliance herewith, and to collect such sums.

c) Management's Right to Enter Parcel to Carry Out Works to Enforce Compliance

The Management shall have the right, for itself or its employees and agents to enter the said parcel and perform the necessary work to enforce compliance with the above provisions.

9.5 Floor Loading

a) Load Excess Limit of Dead Weight 1.5 Kilo Newton per Sq. Metre

The owner(s) shall undertake with the Management that the owner(s) shall not place or permit to be placed upon the floor or any part of the floor within the said parcel any load in excess of a dead weight of one point five (1.5) kilo newton per square metre.

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- b) Owner's Compliance to Distribute Load in Accordance to Requirements**
The owner(s) shall where required by the Management, distribute any load on any part of the floor of the said parcel in accordance with the requirements and directions of the Management.
- c) Decision of Developer's Architect shall be Final and Binding on the Owner(s)**
For the purposes of this Section, the decision of original proprietor's (developer) architect shall be final and binding on the owner(s).

10.0 REPAIRS, ALTERATION, RENOVATION AND DEPOSITS

10.1 Preliminaries

- a) Undertaking Not to Carry Out Major Structural Alteration or Removal Works within the Said Parcel**
The owner shall undertake not to carry out any renovation, alteration or extension works to their parcel units which may:
- i. Involves the removal, modification, pulling down and/or alteration of any structural walls, floors or ceilings within the said parcel
 - ii. Affect or weaken or cause damage to any structural support/membrane of the Building, or
 - iii. Encroach upon or affect the Common Property or its façade.
- b) Renovation Works Defined as "Major" Building Works**
Renovation works to a condominium unit shall be defined as any type of major building works involving either wet construction work; installation of ironmongery work, air-conditioner, awning/canopy or built-in-cabinet/wardrobe; major wiring or plumbing work, hacking and replacement of tiles.
- c) Approval to Carry Out other Works on Condition All Requirements are Satisfied**
Subject to obtaining the Management's prior written approval and consent including making the necessary payment of renovation deposit at least three (3) working days in advance prior to the commencement of any renovation works and under the Management's supervision, the owner(s) may carry out, at his own cost and expense, any other alterations and renovations not falling under House Rules Section 10.1(a) above, but subject to all outstanding contributions to the Management Fund in respect of the said parcel unit having been fully settled.
- d) Permits, Approvals, Exemptions or Waivers & Compliance with Laws & By-Laws**
The owner(s) shall ensure that the relevant permits, approvals, exemptions or waivers from the relevant authorities (if necessary) have also been obtained and shall comply with all laws, regulations, orders, rules and by-laws in connection therewith. A copy of such permit, approval, exemption or waiver shall be forwarded to the Management for its records.
- e) Determining Necessity & Extent of Alteration, Renovation or Extension Works**
The owner(s)/resident(s) shall permit the Management or its staff or agents at any reasonable time to enter and determine the necessity and extent of the alteration renovation or extension works.
- f) Management's Discretion to Carry Out Rectification Works at the Owner's Cost if Damage Due to Owner's Negligence**
If it is found that such works have been necessitated owing to the owner(s)' negligence or misuse, of which notice in writing has been given to the owner, the Management shall have the right to carry out the works after seven (7) days written notice to the owner, or written or oral notice of shorter duration in the event of an emergency, and all such works in any event shall be at the owner's sole cost and expense.
- g) Management's Entitlement to Take Steps at Law to Recover All Costs**
In the event that the owner(s) fail(s) to make prompt payment, the Management shall be entitled to take all such steps at law to recover the same and in that case the owner(s) shall also be liable for the payment of all legal fees, costs and interest at the rate of ten percent (10%) per annum on the outstanding sums from the due date till full

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settlement.

h) Forfeiture of Renovation Deposit & Parcel Proprietor's Duty to make Good

If any of the renovation works contravene this paragraph, the renovation deposit will be forfeited and the parcel proprietor shall have to reinstate at his/her own cost the affected area(s) to its original state / condition prior to such renovation works within seven (7) days from date of notification by the Management save for the immediate reinstatement of any affected building structural support / member that has become weakened and may affect the stability of the Building structure.

i) The Management will Take Over the Job of Making Good at the Owner's Cost in the Event of the Owner's Failure to Do So

Failure of the parcel proprietor to adhere to House Rules Section 10.1 (h) above, the reinstatement and making good any damage whatsoever arising from such unauthorized renovation works shall be carried out by the Management and the costs thereof including any liabilities whatsoever arising from such unauthorized renovation works shall be borne by the parcel proprietor concerned;

j) Owner's Failure to Pay Becomes a Debt Due to the Management Corporation

If any of such costs as per House Rules Section 10.1 (i) above are not settled, there shall become a debt due to the Management Corporation, as the case may be, from the parcel proprietor concerned.

k) Submission of Work Schedule Prior to Commencement of Works

The Owner/Resident shall submit the work schedule for any renovation works as per House Rules Section 10.1 (b) prior to the commencement of such works.

10.2 Uniformity of the Façade

a) Prior Written Consent for External Building Works

In order to maintain the uniform image of the Building, owners shall not, without the prior written consent of the Management, carry out any renovation works involving changes to the exterior of the Building.

b) Limitations Include Installations on the External Wall, which May Affect the Appearance of the Building

these limitations include painting or other decorations of any nature, alteration to the windows installed on the external walls, the affixing of grilles, the installation of electrical wiring, television antenna, parabolic dish, machines or air-conditioning units, which may protrude through the wall or the roof of the said Building or change the appearance of any portion of the said Building.

10.3 Installation of Air-Conditioners

a) Installation

The installation of air conditioners & compressors shall be governed by the conditions and provisions as stated in House Rules Section 10.1.

b) Compressors to be Placed at Designated Ledges

The installation of air-conditioning compressor units shall ONLY be placed at the ledges designated by the Management as designed and provided for this purpose by the Developer.

c) Conceal Pipes & Hoses

All air-conditioning pipes & hoses shall be concealed on the exterior facade of the Building.

d) Indoor Air-Conditioner Drain Pipes to be Connected to Nearest Floor Traps

All drain pipes from indoor air-conditioners shall be connected to the nearest floor trap(s) within the condominium parcel unit concerned.

e) Condensation Water Prohibited from being Discharged Freely

No condensation water should be allowed to be discharged freely from the air-conditioner unit(s) causing inconvenience or damage to the neighboring condominium units or the Building.

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f) Installation of Window Air-Conditioners Disallowed

Window unit air-conditioners are not allowed to be installed anywhere in the condominium unit or the Building.

g) Exposure of Air-Conditioning Pipes & Hoses

Only under very special circumstances whereby the air-conditioning pipes & hoses require to be exposed can be allowed if:

- i Prior written approval from the Management is obtained before such works can be carried out.
- ii The pipes & hoses be required are encased in proper casings and painted with the same color code as provided by the Management to blend in with the exterior colour of the Building.
- iii The Management reserves the right to deny the applicant the approval if it affects the aesthetic outlook of the Building.

h) In Circumstances where Ledges are Not Provided

Only under very special circumstances whereby ledges are not provided for air- conditioning compressor units on the interior of the Building such as the air-well, can be allowed if:

- i the owner apply for prior approval from the Management.
- ii the Management reserves the right to deny the applicant the approval if it affects the safety of the residents in the Building.
- iii the owner provides a guarantee & assurance that the metal brackets used to hold the air-conditioning compressor, in this instance, are rust-proof and strong enough to withhold it in place at all times even in severe weather & natural conditions.
- iv the owner indemnifies the Management for all cost of repairs damages in any eventualities prior, during and after the installation of the air-conditioning compressor in such an instance.

10.4 Installation of Window Iron Grilles

a) Installation Governed by Conditions & Provisions

The installation & fixing of iron grilles to the windows shall be governed by the conditions & provisions as per stated in House Rules Section 10.1.

b) Standard Specifications for Design & Color of Iron Grilles

The design and color of iron grilles to the windows of the exterior of the Building should follow the standard specifications as approved by the Management.

c) Special Considerations to Design & Color under Special Circumstances

Special considerations to the design and color of the window iron grilles can be entertained under circumstances with valid reasons.

10.5 Restoration of the Said Parcel

a) Non-Compliance of Conditions & Provisions by the Owner

In the event that the owner(s) breaches the covenant contained in House Rules Section 10.1 (a) herein, the Management reserves the right to:

- i Enter the said parcel to restore into the original state such wall or walls, floors or ceilings as shall have been so removed, modified, pulled down and/or altered by the owner(s)
- ii Charge such costs of restoration as may be incurred to the owner and to be paid by the owner
- iii Charge interest at the rate of ten percent (10%) per annum on the cost of restoration from the due date till the date of full settlement.

b) Fines for Non-Compliance

In addition, the Management shall have the right to levy a fine on the owner(s) of a sum to be determined by the Management for non-compliance of the provisions of House Rules Section 10.1(a).

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10.6 Renovation Deposit

a) “Major” Renovation Works Deposit

Any Owner/contractor performing major works (as define in 10.1(b) including room extensions, major floor jobs, etc) shall pay to the Management a refundable deposit to make good any damage to the Common Property in the course of the renovations.

b) “Minor” Renovation Works Deposit

Any owner/contractor performing minor works which involves drilling and hacking shall pay to the Management a refundable deposit to make good any damage to the Common Property during the course of work. Kindly refer to Schedule D.

c) Administrative Costs Deductible on Completion of Renovation Works For “Major”

Renovation works the following sums will be deducted from the renovation deposits as a Management administration cost:

i “Major” works a sum of RM200.00 (Ringgit Malaysia Two Hundred)

d) Renovation Deposit Deductible for any Sum for Making Good Damages

The Management reserves the right to deduct any sum from the renovation deposit collected as the cost of making good any damage or to clean up the Common Property.

e) Balance of Cost Charged to Owner’s Account if Renovation Deposit is Insufficient

If the renovation deposit is insufficient to cover any of the above mentioned costs, the remaining balance of such costs shall be charged into the account of the parcel proprietor concerned and become a debt due to the Management Council from the parcel proprietor concerned.

f) Refund of Renovation Deposit Subject to Inspection & Compliance

Renovation deposit will be refunded after fourteen (14) days of completion of renovation period without interest after deducting Management administrative cost and for any of the liabilities whatsoever stated in these rules and regulation for renovation works and subjected that;

i An inspection of the condominium unit concerned has been conducted

ii All the rules and regulations for renovation works have been properly and fully complied with and adhered to by the parcel proprietor including his contractor and workmen to the satisfaction of the Management that

iii Any damage whatsoever to the Common Property has been properly made good.

10.7 Lift Usage Protection

a) Lift usage

Contractors are ONLY allowed to use the lift designated under the supervision of the security guards.

b) Lift Damage Cost Borne By Parcel Owner

Should there be any lift repair cost arising from the usage of the lift, the said cost shall be borne by the Parcel Owner concerned.

c) Renovation Materials MUST Be Transported By Lift With Lift Protection Only

All transportation of renovation materials/items/debris, MUST be transported ONLY via the lift which has been protected with a lift protector.

d) Weight Limitation of Not Exceeding 600kgs At Any One Time Via Lift

All transportation of renovation materials/items/debris via Lift shall not exceed 600kgs in total at any one time.

e) All Renovation Materials Transported Via Lift Must Be Dry Fit

All renovation materials/items/debris transported via the designated lift, MUST be dry fit items.

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f) **Liquidified Materials To Be Transported Via Lift MUST Be Fully Secured In Water-Tight And Water-Proof Containers**

Liquidified material transported via the lift must be fully secured from leakages as it may cause damage to the lift.

g) **Management's Right To Deny Contractor Usage Of Lift If Regulations Are Not Complied With**

The Management reserves the absolute right and discretion not to allow any contractor concerned to utilize the lift should the contractor concerned fail to comply with any of the rules and regulations herein.

10.8 Renovation Working Hours

a) **Renovation Working Hours**

All renovation works shall be confined to between 9.00 am to 5.00 pm from Mondays to Fridays.

b) **Penalty in Breach of House Rules Section 10.8 (a)**

The Management reserves the absolute right and discretion to deduct a charge from the renovation deposit, if the contractor or his workmen are found contravening the above House Rules Section 10.8 (a) that is renovation works after 5.00 pm during weekdays. Kindly refer to Schedule D.

c) **Renovation Works & Deliveries Prohibited on Weekends and Public Holidays**

No renovation works or deliveries of renovation materials or removal of renovation debris/materials shall be carried out on Saturdays, Sundays and public holidays.

d) **Deduction for each Violation in Breach of House Rules**

The Management reserves the absolute right and discretion to deduct a charge from the renovation deposit for each of the violation and offences committed as per House Rules Section 10.8 (c) above. Kindly refer to Schedule D.

e) **Deductions made from the Renovation Deposit, if Insufficient, Debited to the Owner's Account**

The above charges as per House Rules Section 10.8 (b) & (d) shall be deducted from the renovation deposit or charged into the account of the parcel owner concerned if there is insufficient money in the renovation deposit.

10.9 Renovation Materials/Debris

a) **Renovation Debris & Materials Must Not be Left/Kept in the Common Area**

All renovation debris/materials must be kept/stored inside the condominium unit concerned and they shall not be left/kept at any of the common area (i.e. lift lobby, staircase, common corridor, air well, car park, driveway, lawn, main refuse chamber, etc.)

b) **Disposal/Removal of Renovation Debris/Materials to be Transported Out of the Building Immediately**

The disposal of any renovation debris/materials from the condominium unit concerned and out of the premises shall be immediately carried out by the owner/contractor.

10.10 Water/Damp Proof Membrane

a) **Ensure Proper & Sufficient Layer of Water/Damp Proof Membrane Replacement**

Parcel proprietors are to ensure that a proper and sufficient layer of water/damp proof membrane is applied when changing floor tiles and/or wall tiles in any bathroom, toilet, kitchen, washing area, or any wet area so as not to cause any leakage or condensation later.

b) **Water/Damp Proof Membrane must be folded up to a Height of not less than 100mm at the Floor/Wall Joint**

The water/damp proof membrane must be folded up to a height of not less than 100mm at the Floor/Wall Joint when engaging in works as stated above in House Rules Section 10.10 (a).

c) **Cost of Making Good Damages is the Sole Responsibility of the Parcel Owner**

The cost of making good any inconvenience, strain or damage to the Common Property and any other condominium unit including liabilities whatsoever arising thereof as a result of the renovation work thereafter will be solely borne by the parcel owner concerned.

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d) **Cost of Making Good if Not Settled Shall be Charged to the Owner's Account**

If such cost of making good as stated in House Rules Section 10.10 (c) above is not settled by the parcel owner concerned, it shall be charged into his account and become a debt due to the Management Corporation from the parcel owner concerned.

10.11 **Sound Proofing of Floors**

a) **Preventive Measures to Protect the Original Soundproof Level**

For renovation work involving the change of floor finishes, the following preventive measures to protect the original soundproof level in the floor/ceiling slabs and finishes of the condominium units in the Building shall be taken by every parcel proprietor:

- i The thickness of the concrete floor slabs shall be maintained at its original thickness of not less than 125mm thick. (Thin or porous concrete floor slabs will give rise to sound transmission from the upper condominium unit to the lower condominium unit).
- ii Where the existing floor tiles/finishes need to be hacked out, the cement screed to receive the new floor tiles/finishes must be thoroughly mixed with Rich Cement: Sand ratio of at least 1:3 and a thickness of not less than 50mm for good bonding of the new floor tiles/finishes. (Hollowness or air space between the cement screed and the floor tiles/finishes due to poor bonding or cement screed shrinkage will give rise to "echoing effect" sound transmission from the upper condominium unit to the lower condominium unit.)
- iii Where the existing floor tiles/finishes need not be hacked out, the new floor tiles/finishes must be properly bonded to the existing floor tiles/finishes with good quality adhesives without leaving any gaps or air space in between the old floor tiles/finishes and the new floor tiles/finishes. (Similarly the hollowness or air space between the existing floor tiles/finishes and the floor tiles/finishes due to poor bonding will give rise to "echoing effect" sound transmission from the upper condominium unit to the lower condominium units.)
- iv Where there is any sign of hollowness in or likely popping up of the existing floor tiles/finishes, the existing floor tiles/finishes must be hacked out and the procedures under House Rules Section 10.11 (a & ii) above have to be strictly adhered to. (The hollowness or air space in the existing floor tiles/finishes due to poor bonding or cement screed shrinkage will give rise to "echoing effect" sound transmission from the upper condominium unit to the lower condominium unit.)

b) **Restoration to its Original Soundproof Level by the Owner**

If the renovation work of any parcel proprietor involving the change of floor finishes is later found to cause the deterioration of the original soundproof level in the floor/ceiling slabs and finishes due to non compliance with the above mentioned preventive measures, the parcel proprietor concerned shall carry out all remedial actions necessary to restore the original soundproof level in the floor/ceiling slabs and finishes to the satisfaction of the Management within thirty (30) days from the date of notice given by the Management.

c) **Restoration to its Original Soundproof Level by the Management**

Otherwise, the Management will carry out all remedial actions necessary to restore the original soundproof level in the floor/ceiling slabs and finishes at the cost of the parcel proprietor concerned. If the said cost thereof is not settled by the parcel owner concerned within seven (7) days from the completion of the remedial works, the said cost will become a debt due to the Management Corporation and will be charged to the Management account of the parcel proprietor concerned. Notwithstanding the above, the Management Corporation also reserves the right to institute legal actions for the recovery of the same if it is not settled.

d) **Right to Enter Said Parcel to Check for Compliance & Give Stop Work Order**

The Management reserves the right to enter any condominium unit undergoing renovation at any time during the prescribed renovation hours to;

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- i Check for compliance of the renovation work with the above preventive measures;
- ii Take all necessary actions including stop work order if the renovation work is found not in compliance with the above preventive measures.

10.12 Renovation Contractor and Workmen

a) Report to Security on Arrival & Wear Identification Passes

All renovation contractors and workmen must report to the security checkpoint at the guardhouse before entering the premises and they must wear the identification passes while they are working in the premises.

b) Breach of Working Hours

Notwithstanding the above House Rules Section 10.12 (a), the Management reserves the absolute right and discretion to bar the contractor and his workmen from entering the premises on the following day if the contractor and his workmen are found carrying out the renovation work after 5.00pm during weekdays.

c) Breach of Working Hours after Two Warning Notices

In the event that the same contractor or any of his workmen is found in breach of this regulation after two (2) warning notices have been served for two (2) such repeated offences, the said contractor and his workmen shall be barred permanently from entering the premises.

d) Breach of Renovation Works Rules and Regulations and/or House Rules

Notwithstanding the above, the Management reserves the absolute right and discretion to bar the contractor and his workmen from entering the premises if the contractor or any of his workmen is found to be deliberately in breach of any of the rules and regulations for renovation works and/or any of the House Rules.

10.13 Owner(s)' Contractor

a) Restrictions on Owner's Contractors & Workmen

In the event that the prior written consent of the Management has been obtained for the other alterations and renovations described in House Rules Section 10.1 (b) and the Management has declined to exercise its first option to carry out the said renovation works, the Owner(s) undertake(s) that the Owner(s)' contractor entrusted by the Owner(s) to carry out such renovation, alteration or extension works will NOT in any manner:

- i cause damage to the road, drainage, sewerage, piping, cabling or any other structures or items put up by the original proprietor or otherwise within the Building, the Common Property thereof or the said portion;
- ii store or keep any building materials and/or construction equipment within the premise, the Common Property thereof or the said portion save and except within the said parcel or any area specifically agreed to by the Management;
- iii erect any workers' quarters or store or go down on the Common Property or the said portion;
- iv block any road, driveway, back lane, passageway or path within the Common Property or the said portion;
- v dump any waste or redundant materials within the Common Property or the said portion;
- vi Cause any inconvenience to any of the other owners or lawful occupiers of the Condominium.

b) Security Deposit Prior to Commencement of Work

Provided always that prior to the commencement of such renovation, alteration or extension works, the Owner(s) shall deposit with the Management a security sum of such amount as may be decided by the Management from time to time who shall have the absolute liberty to utilize the whole or such part thereof towards remedying any breach of the aforesaid negative undertakings by the Owner(s), his contractor or their agents.

10.14 Breach of Rules and Regulations

a) Penalty Charge in Breach of Renovation Works Rules & Regulations

For any breach of the rules and regulations for renovation works and repairs and / or any of the House Rules, the Management Corporation reserves the absolute right and discretion to levy a charge from the renovation deposit for

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each offence. Kindly refer to Schedule D.

b) Penalty Charge Deducted from Renovation Deposit

The above penalty charge shall be deducted from the renovation deposit.

c) Penalty Charge Charged to Owner's Account if Insufficient Money

If there is insufficient money in the renovation deposit, the charge shall be charged into the account of the parcel proprietor concerned and become a debt to the Management Corporation (MC) from the parcel proprietor concerned.

11.0 RECREATIONAL FACILITIES & COMMUNITY EVENTS

11.1 Resident's Entitlements

a) Recreational Facilities & Charges

3 working day pre-booked recreational facilities available include:

Recreational Facility

BBQ Pit
Function Hall
Plastic Chairs/Tables
Lounge

Rental Deposits & Admin Charges

Kindly refer to Schedule E of House Rules

Any damage to facilities after usage, the cost of repair will be deducted from the deposit. Operation Hours: Please check with the Management office for the opening hours of various common facilities. Management has the right to change from time to time the operating hours and stipulated charges as and when it is necessary.

b) Exclusivity

The recreational facilities are for the exclusive use of residents and their invited guest/s. Please note that only stay-in guests are allowed use of the gym facilities.

c) Usage in Accordance with Rules & Regulations

Residents shall be entitled to use recreational facilities only in accordance with the rules and regulations that govern each recreational facility save for House Rules Section 8.7 above.

11.2 Guests

a) Guests Signed-In and Accompanied at all times

All guests must be signed-in and accompanied by the resident throughout the use of the specified facilities.

b) Guests' Compliance with House Rules & Recreational Facility Rules & Regulations

Residents must ensure that their guests will comply with the House Rules and the rules and regulations governing the use of each recreational facility.

11.3 Children

Children under Twelve (12) years of age, except otherwise stated shall not be allowed to use any of the recreational facilities unless accompanied by their parents or supervising adults who shall be responsible for their safety and proper behaviour.

11.4 Employees

Employees of residents, if any, are not permitted to use the recreational facilities.

11.5 Identification

Residents are required to carry the Resident Card when using common facilities.

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11.6 Audio-Visual Equipment

Use radios, hi-fi equipment, television sets, musical instruments and other similar audio-visual equipment must get prior approval from Management and shall always be operated at a reasonable volume at all times so as not to interfere with the peaceful enjoyment of other residents.

11.7 Restriction on Games and Activities

Except for those games and activities for which the facilities were specifically intended, no other games or activities unless approved by the Management will be allowed in or around the recreational facilities.

11.8 Other Restrictions

Users not wearing the proper attire, smoking, eating, shouting, kicking equipment, and drinking alcoholic beverages are prohibited in the recreational facilities areas such as the swimming pool, children wading pool, gymnasium, tennis court and children playground.

11.9 Breach of Rules & Regulations

Any person who breaches any of the rules contained herein shall be required to leave the recreational area as directed by on duty security guards, the Building Manager or its representative.

11.10 Closure of Facilities For Repair/Preventative Maintenance

The Management will endeavor to notify residents in the event of closure of any of the facilities for the purpose of repairs and / routine preventive maintenance.

11.11 Littering and Damage to Recreational Facilities

Residents shall be responsible for any litters left behind and damage to the recreational facilities due to them or their guests. Residents must notify the Management of any pre-existing damage to the facility or equipment that they or their guest are about to use, and, failing which, they will be held responsible for such damage.

11.12 Disclaimers

a) Usage Facilities at Own Risk

All residents and guests will use the facilities at their own risk.

b) Indemnity from Liability for Injuries & Mishaps

The Management shall not be held responsible for any injuries or mishaps suffered by residents and their guest(s) while using the facilities.

c) Indemnity from Liability for Theft, Loss, Damage & other Misdemeanor

The Management accepts no responsibilities for any theft, loss, damage or other misdemeanor to the personal effects of the residents or guests whilst using the facilities.

11.13 Other Facilities Provided

a) Gymnasium

- Kindly refer to Schedule F for the opening hours of the gymnasium.
- User(s) are required to bring their own towel whenever utilizing the gymnasium.
- No smoking, drinking or eating is permitted in the gymnasium.
- All users of the gymnasium must be properly attired. Only non-marking rubber soled shoes be used
- Children below fifteen (15) years are not allowed in the gymnasium.
- All equipments in the gymnasium are to be used only for its specified purpose and no equipment is to be taken out of the gymnasium. After use the various equipments there are to be returned to their original position.
- Residents intending to use the gymnasium are required to notify the security guards or the Management office.
- Last person to leave the gymnasium is to ensure that all the light and fans are switched off, the doors are properly locked and the keys are returned back to security.
- Guests using the facilities must be accompanied by residents.
- The residents concerned will be held responsible for any damages caused by their guests or themselves. Any damage caused by previous user(s) of the facilities should be reported to the Management immediately before the

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commencement of use of the gymnasium.

- Any person found in breach of any rules and regulations may be asked to leave the facility premises by the Management or by anyone under the order of the Management.
- The Management, its agent and its employees shall not be liable in any manner whatsoever for loss of or damage to any person, property or injury or death of any person in the use of the facilities.
- Resident is responsible for his own physical limitation.
- No bathing suit or bare feet allowed.
- Please bring your own towel and wipe clean the gym equipment after use.
- No breakable objects is allowed in the gym at all times.
- All equipment must be returned to its original position after use.
- Be considerate and when there are many users, please limit use to 15 minutes for each equipment.
- The gym is under CCTV security surveillance.

b) Swimming Pool

i. Swimming Hours

Kindly refer to Schedule F for the opening hours of the swimming pool.

ii. Children Using The Pool

All children under the age of 12 years shall not at any time be near or allowed to use the pool unless accompanied and supervised by an adult who shall be responsible for their conduct or safety.

iii. Showers Before Using The Pool Is A MUST

For hygienic reasons, showers must be taken without exception by all users before entering the pools. All sun-tan lotion/oil must be removed from the body before entering the pools.

iv. Swimming Attire

Proper swimming attire must be worn by all users of the pools at all times. No T-shirts and cotton attire allowed. Swimmers are advised to wear swimming caps when swimming.

v. Horseplay, etc.

No horseplay or similar activities shall be allowed in the pools or surrounding areas.

vi. Pool Treatment

No swimming will be allowed during chemical treatment hours.

vii. Floats & Scuba Gear, etc

No large mats, bulky floats, snorkels and scuba gear shall be used in the pools.

viii. Thunderstorm, etc.

All users of the pools are strongly advised to leave the pool during thunderstorms or under any other life threatening or emergency situations or circumstances in their own interest.

ix. Harmful Objects

Glassware, breakable and other harmful objects (such as hairpins, curlers, safety pins, bobby pins, etc.) are forbidden in the pools.

x. Personal Property

The Management will not be responsible for any loss and/or damage to the personal property left in the changing rooms or in any other parts of the Building.

xi. Diving

Diving is not allowed in the pools.

xii. Food and Pets

Food and drinks are not allowed in the pools and immediate pool deck areas.

xiii. Persons Suffering from Diseases

No persons suffering from any infection, contagious diseases or with bandages or open wounds of any type shall

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use the pools. Spitting or any other unhygienic acts in or around the pool or deck area are strictly prohibited.

xiv Radio/Cassette Players

Portable radio/cassette players are permitted in the pool areas provided the volume is controlled and does not annoy other user around the pool.

xv Persons Under the Influence of Liquor, Drugs, etc.

No person who is under the influence of liquor, drugs or any other form of intoxicating matter or substance shall use the pool.

xvi Management Authority

The Management shall have the authority to expel from the pool areas any person disobeying the rules or endangering the safety of himself or other persons.

xvii No Lifeguards Provided

The Management declares that no lifeguards will be employed or stationed at the swimming and wading pools. The Management will not be responsible for any injury whatsoever caused, to person(s) using the swimming and/or wading pools.

c) Tennis Court, Squash Court, Table Tennis Court

i Playing Time

Kindly refer to Schedule F for the operation hours of the tennis court.

ii Bookings

- Only residents of the Building are permitted to book the court.
- Bookings will be opened daily during working hours at 9.00am at the Management office and may be made up to three (3) days in advance notice. Bookings must be made in person and will be accepted on a “first come first serve” basis. Proxy and telephone bookings will not be accepted. Bookings after office hours are made at the security guard house.
- Reservations may only be made for one time and must be used up before the next booking can made.
- Bookings made are not transferable. In case of no show, the court will be taken by players on the reserve list after a ten (10) minute grace period.
- Residents who are unable to turn up for their bookings are requested to inform the Management office At least 24 hours in advance. Offenders of no show for the first time will be given verbal warnings. Subsequent offenders will be penalized by being barred from bookings for three (3) consecutive weeks.

iii) General

- No smoking, drinking or eating is permitted on the courts of playing areas.
- All players must be in proper attire for the game. Only non-marking rubber soled tennis shoes should be used.
- Only games are to be played in the court. The court should not be used as a children’s playground or for any other purpose.
- Players shall vacate the courts when their session ends.
- Tennis lessons can only be given during non-peak hours of play.
- Children under the age of 12 years are not permitted in the game areas unless accompanied and supervised by an adult.
- Racquets with sharp edges which are not protected shall not be permitted.

d) Children Play Structure

i. Playing Times

Kindly refer to Schedule F for the operation hours of the children play structure.

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- ii. **Children Using the Play Structure**
All children below the age of 12 years must be accompanied and supervised by an adult who shall be responsible for their conduct or safety.
- iii. **Food and Drinks Not Permitted**
No food and drinks permitted at the play structure area.
- iv. **Littering**
No littering is allowed and all litter must be deposited in designated refuse bins around the play structure.
- v. **Equipment In the Play Structure Area**
 - All equipments placed and/or installed in the common areas have been provided safety, comfort and convenient of all occupants and therefore shall not be damaged or removed or altered without the permission of the Management.
 - Any usage of equipment at the playground shall be at the resident's own risk.
- vi. **General**
 - No horseplay, sand throwing or jumping is allowed.
 - Any object with sharp edges or harmful is strictly prohibited.
 - The Management reserves the right to amend, alter, vary or change the above ruling for the benefit of all concern.
- vii. **Disclaimer of Liability**
The Management, its agent and its employees shall not be liable in any manner whatsoever for loss of or damage to any person, property or injury or death of any person in the use of the facilities.
- viii. **Amendments and Alterations**
The Management reserves the right to amend, alter, vary or change any or all the above rules and regulations for the use of facilities from time to time as it deems necessary.

12.0 CONDOMINIUM MANAGEMENT

12.1 Management Corporation/Council

- a) **Primary Objectives**
The Council has the obligation to act on behalf of the Management Corporation via periodic/monthly meetings to direct the Management Office to make sure that all service charges and sinking funds are collected on time, that the Building Maintenance Fund is properly managed and audited, that defaulters are promptly identified and debt collection action taken and that the Condominium is maintained at a high level as expected by the Management Corporation.
- b) **Management Office Staff & Equipment**
The Council on behalf of the Management Corporation is responsible for directly hiring and maintaining competent staff for the Management Office to fulfill the duties in various positions including Building Manager, charge man, handy man, finance & administration manager, finance officer and administrative assistant, where applicable. The Council is also responsible for ensuring that we have all our own office equipment and information technology systems so that the Management can operate independently and free from outside third party building management/service companies, if necessary.

12.2 Management Office

- a) **Primary Objectives**
The Management Office is fully responsible for the day-to-day management of all GCB finance and building maintenance operations.
- b) **Building Manager Responsibilities**
The Building Manager is responsible for day-to-day building and facilities maintenance, safety, security, cleanliness of common areas & facilities, enforcement of the House Rules, submission of Management Corporation meeting minutes to the Commissioner of Buildings (COB), keeping the community web site updated and managing all sub

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contractors in the execution of their work.

c) Finance & Administration Manager Responsibilities

The finance & administration manager (if applicable) is responsible for maintaining a register of all residents in the buildings, collection of accounts receivable, settlement of accounts payable, cash management, annual financial audits, access control system & cards management, Resident Cards management, facility booking management and ensuring that all community bulletin boards are updated.

12.3 Enforcing House Rules

a) Enforcement of House Rule without Prejudice

The provision of the aforesaid House Rules shall be enforced without prejudice to the other rights available to the Management under the law including commencement of proceeding in a court of competent jurisdiction to enforce the provision of any of these House Rules.

Please Note:

- i. Residents Attention is drawn to Act 663 of Building and Common Property (Maintenance & Management) Act 2007 and the By-Laws in the Second & Third Schedule of Act 318 of Strata Titles Act 1985.
- ii In Malaysia the structural safety of building is governed by the Street, Drainage and Building Act 1974. This Act stipulates that anyone who is responsible for causing structural damage to a Building, to the extent of endangering its safety, shall be liable on conviction to a fine or imprisonment not exceeding ten (10) years or both.

b) Debit Cost of Damages to Resident in Breach of the Rule

The Management may take or cause to be taken such steps as considered necessary to remedy any breach of the House Rules and/or policy related bulletins issued on community bulletin boards of which the resident may be guilty and debit the cost of so doing to the resident concerned, which amount shall then be deemed to be a debt owing by the resident to the Management.

c) Imposition of Fines in Contravention & Failure to Comply

If any person contravenes or fails to comply with any of the provisions of these rules or any conditions, the Management shall be entitled to impose suitable fines of not more than RM2,000.00 (Ringgit Malaysia Two Thousand) on the resident concerned. If the person concerned is a visitor of a resident, that resident will be liable for payment of such fine. Any fine imposed on the resident as such shall be deemed to be a debt owing by the resident concerned to the Management on demand.

12.4 Disclaimer of Liability & Others

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

a) Restrictions, Duties & Obligations to be Observed

The restrictions, duties and obligations imposed by this House Rules and policy related bulletins issued on community bulletin boards herein shall be observed not only by the owner but also by his tenants, guests, helpers, agents, children, invitees and licensees.

b) Right to Levy Charge & Deny Usage in Breach of the Rule

The Management shall have the right to levy a charge as it deems fit in the event of any breach of the rule herein contained together with the right to deny any resident the use of all or any of the facilities or equipment provided in the Building.

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SCHEDULE A - Resident Card Related Charges

1	Replacement of Resident Card	RM50.00 per card
2	Replacement of damaged Resident Card (Damaged Resident Card must be returned)	RM10.00 per Card

*** Note : Rate may be revised from time to time subject to approval from the Council.**

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SCHEDULE B - Resident Card Application

1	Below 700 sq ft	2 Resident Cards
2	700 sq ft - 1300 Sq Ft	5 Resident Cards
3	1300 sq ft and above	7 Resident Cards

*** Note : Requests for additional cards are subject to approval from the Council.**

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SCHEDULE C- Car Park Related Charges

1	Towing levy	RM500.00
2	Holding charges	RM50.00 per day
3	Deposit for car park access card	RM50.00 per card
4	Release fee for clamping - Failure to display valid car sticker	RM25.00 per offence
5	Re-activation fee for car park access card	RM50.00 per card
6	Replacement of parking access card due to loss	RM50.00 per card
7	Replacement of damaged parking access card <i>(Damaged card must be returned)</i>	RM10.00 per card
8	Release fee for clamping – Unauthorised Parking	RM100.00 per day
9	Pre-registered guess parking fee <i>(for 3rd day onwards up to a max of 7 consecutive day)</i>	RM10.00 per day
10	Rental car park rate (Advance Payment Required)	
	1 month	RM80.00 per month

***Note :** Rates may be revised from time to time subject to approval from the Council.

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SCHEDULE D- General House Rule and Renovation Related Charges

1	Major renovation (wet work) deposit	RM3,000.00 per unit
2	Minor renovation deposit	RM500.00 per unit
3	Penalty for work beyond approved renovation hours	RM50.00 per hour
4	Violation of House Rules (General)	RM50.00 per offence

***Note :** Rates may be revised from time to time subject to approval from the Council.

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SCHEDULE E - Common Facility Charges

NO	ITEMS	DEPOSIT	RENTAL
1	BBQ pit	RM50.00	RM50.00 per day
2	Function Hall	RM300.00	RM75.00 per day
3*	Chair	N/A	RM5.00 for 10 chairs
	Table	N/A	RM3.00 per table
4	Pavilion area	RM200.00	RM50.00 per day

* *Additional deposit not required for plastic chairs or tables for event held at BBQ Pit, Function Hall and Pavilion Area*

***Note :** Rates may be revised from time to time subject to approval from the Council.

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SCHEDULE F - Recreational Facilities Operation Hours

NO	AREA	TIME
1	Gym	10.00am -10.00pm
2	Swimming pool	7.00am - 10.00pm
3	Table Tennis	7.00am - 10.00pm
4	Tennis/Squash Court	10.00am - 10.00pm
5	Function Room	10.00am - 10.00pm
6	BBQ Pit	10.00am - 10.00pm

* Note : Operation hours may be revised from time to time subject to approval from the Council.