MANAGEMENT CORPORATION ST PLAN NO. 493

MIMOSA PARK

RESIDENT'S HANDBOOK & HOUSE-RULES

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PART I

DEFINITIONS

In the application of these by-laws:

"By-Laws" means the by-laws in the First Schedule of the Act and the by-laws herein, which shall supplement the by-laws, set out in the First Schedule of the Act.

"Common Property" shall have the same meaning as the term "Common Property" as defined in Section 3 of the Land Titles (Strata) Act (Cap. 158)

"Condominium" means the condominium estate of MIMOSA PARK, including all common property and lots comprised therein.

"Guest" means any person who is on the condominium at the invitation of the Subsidiary proprietor.

"Lot" means an apartment unit in a sub-divided building.

"Management" means the Management Council/Managing Agent.

"Subsidiary proprietor" means the owner/joint owners of a lot and includes his immediate family as well as tenants and their immediate family; where the lot is leased out, it shall also include all occupiers for the time being of the lot.

"Repairs, Renovation and Alteration" includes additions, maintenance, extension and similar work and where the context permit would also include house removal.

"House Removal" includes the removal and transportation of furniture, furnishing, fittings, appliances, equipment and other possessions to and as well as from the lot.

"Household Pets" mean domestic cats, dogs, rabbits, aquarium fishes and such other animals (except horses, cattle, sheep, goats, poultry, ducks and domestic pigs) which do not fall within the definition of "wild animals and birds" under the Wild Animals and Birds Act (Cap 351, Singapore Statutes 1985 Edition).

PRESCRIBED BY-LAWS EXTRACTED FROM THE BUILDING MAINTENANCE AND STRATA MANAGEMENT ACT 2004

- 1. A subsidiary proprietor or an occupier of a lot shall not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the subsidiary proprietor or occupier of another lot or of any person lawfully using the common property.
- 2. 1) A subsidiary proprietor or an occupier of a lot shall not

 (a) park or leave; or
 (b) permit any invitees of the subsidiary proprietor or occupier to park or leave, any motor vehicle or other vehicle on the common property except with the prior written approval of the management corporation.
 - (2) The management corporation shall not unreasonably withhold its approval to the parking or leaving of a motor vehicle or vehicle on the common property.
- A subsidiary proprietor or an occupier of a lot shall not obstruct the lawful use of the common property by any person, except on a temporary and non-recurring basis.
 - (2) If the management corporation has specified, by resolution, the manner in which furniture or large objects are to be transported through or on common property, a subsidiary proprietor shall not transport any furniture or large object through or on common property except in accordance with that resolution.
- 4. A subsidiary proprietor or an occupier of a lot shall not, except with the prior written approval of the management corporation or as permitted by an exclusive use by-law made under section 33 of the Act for his benefit —

(a) damage any lawn, garden, tree, shrub, plant or flower being part of, or situated on, the common property; or

(b) use for his own purposes as a garden any portion of the common property.

5. (1) A subsidiary proprietor or an occupier of a lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the management corporation.

(2) An approval given by the management corporation under paragraph (1) shall not authorise any additions to the common property.

(3) This by-law shall not prevent a subsidiary proprietor or an occupier of a lot, or a person authorised by such subsidiary proprietor or occupier from installing
(a) any locking or other safety device for protection of the subsidiary proprietor's or occupier's lot against intruders or to improve safety within that lot;

(b) any screen or other device to prevent entry of animals or insects on the lot;

(c) any structure or device to prevent harm to children; or

(d) any device used to affix decorative items to the internal surfaces of walls in the subsidiary proprietor's or occupier's lot.

(4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with such guidelines as the management corporation may prescribe regarding such installations, and with the appearance of the rest of the building. (5) The subsidiary proprietor and occupier of a lot shall -

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in paragraph (3) notwithstanding that it forms part of the common property and services the lot; and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in paragraph (3) notwithstanding that it forms part of the common property and services the lot.

- 6. A subsidiary proprietor or an occupier of a lot, when on a lot or the common property, shall be adequately clothed and shall not use language or behave in a manner likely to cause offence or embarrassment to the subsidiary proprietor or occupier of another lot or to any person lawfully using the common property.
- 7. A subsidiary proprietor or an occupier of a lot shall take all reasonable steps to ensure that any child, of whom he has control when playing upon the common property, shall not (a) cause any damage to the common property; or

(b) create any noise likely to interfere with the peaceful enjoyment of the subsidiary proprietor or occupier of another lot.

- 8. A subsidiary proprietor or an occupier of a lot shall take all reasonable steps to ensure that his invitees (including customers and staff) do not behave in a manner likely to interfere with the peaceful enjoyment of the subsidiary proprietor or occupier of another lot or of any person lawfully using the common property.
- 9. A subsidiary proprietor or an occupier of a lot shall not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the management corporation.
- 10. A subsidiary proprietor or an occupier of a lot shall not, except with the prior written approval of the management corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the subdivided building, other than at areas designated for the purpose and there only for a reasonable period.
- A subsidiary proprietor or an occupier of a lot shall keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot which are not common property, unless
 (a) the management corporation resolves that it will keep the glass or specified part of the glass clean; or

(b) that glass or part of the glass cannot be accessed by the subsidiary proprietor or occupier of the lot safely or at all.

12. (1) A subsidiary proprietor or an occupier of a lot shall not, except with the prior written approval of the management corporation, use or store upon his lot or upon the common property any flammable chemical, liquid, gas or other flammable material.

(2) This by-law shall not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

(3) Nothing in this by-law authorises any subsidiary proprietor or occupier of a lot to use or store upon his lot or upon the common property any flammable chemical, liquid, gas or other flammable material in a manner that would contravene any relevant written law applicable to the use or storage of such substances or materials.

13. 1) A subsidiary proprietor or an occupier of a lot within a strata title plan that has chutes or

shared receptacles for the disposal of refuse or for recyclable material or waste shall — (a) ensure that before any refuse, recyclable material or waste is thrown into the chute or receptacle it is —

- (i) in the case of refuse, securely wrapped in plastic bags or other similar materials; or
- (ii) in the case of recyclable material or waste intended for recycling, separated and prepared in accordance with the applicable recycling guidelines; and

(b) not dispose of any large object into the chutes which may obstruct the free fall of refuse in the chutes.

(2) A subsidiary proprietor or an occupier of a lot within a strata title plan that does not have any chute or shared receptacle for the disposal of refuse or for recyclable material or waste —

(a) shall maintain such receptacles within his lot, or on such part of the common property as may be authorised by the management corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered;

(b) shall ensure that before refuse, recyclable material or waste is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste intended for recycling, separated and prepared in accordance with the applicable recycling guidelines;

(c) for the purpose of having the refuse collected, shall place the receptacle within an area designated for that purpose by the management corporation and at a time not more than one hour before the time at which refuse, recyclable material or waste is normally collected;

(d) when the refuse has been collected, shall promptly return the receptacle to his lot or other area referred to in sub-paragraph (a);

(e) shall not place anything in the receptacle of the subsidiary proprietor or occupier of any other lot except with the permission of that subsidiary proprietor or occupier; and

(f) shall promptly remove anything which he or the refuse or recycling collector may have spilled from the receptacle and shall take such action as may be necessary to clean the area within which that thing was so spilled.

(3) Nothing in this by-law requires any subsidiary proprietor or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant written law applicable to the disposal of such waste.

- 14. A subsidiary proprietor or an occupier of a lot shall not keep any animal upon his lot or the common property which may cause annoyance to the subsidiary proprietors or occupiers of other lots.
- 15. A subsidiary proprietor or an occupier of a lot shall maintain his lot including all sanitary fittings, water, gas, electrical and air-conditioning pipes and apparatus thereof in a good condition so as not to cause annoyance to the subsidiary proprietors or occupiers of other lots.
- 16. A subsidiary proprietor or an occupier of a lot shall not use his lot for any purpose (illegal or otherwise) which may be injurious to the reputation of the subdivided building.
- 17. A subsidiary proprietor or an occupier of a lot shall, without delay, notify the management corporation if the subsidiary proprietor or occupier changes the existing use of the lot.
- 18. (1) A subsidiary proprietor or an occupier of a lot shall not do any thing or permit any of his invitees to do any thing on the lot or common property that is likely to affect the

operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

(2) A subsidiary proprietor or an occupier of a lot shall also not do any thing or permit any of his invitees to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

(3) Without prejudice to the generality of paragraph (2), a subsidiary proprietor or an occupier of a lot shall not place, put up or display any article or object on or by any window or on any balcony of, or outside, the lot in a manner which is likely to cause any damage to property or injury to life to any person lawfully using the common property.

19. (1) The management corporation may, by special resolution, make any of the following determinations if it considers the determination appropriate for the control, management, administration, use or enjoyment of the common property, comprised in its strata title plan:

(a) that commercial or business activities may be conducted on the common property only during certain times;

(b) that facilities situated on the common property may be used only during certain times or on certain conditions.

(2) Every subsidiary proprietor and occupier of a lot shall comply with a determination referred to in paragraph (1).

- 20. (1) The management corporation may, by special resolution, determine to enter into arrangements for the provision of all or any of the following amenities or services to one or more of the lots, or to the subsidiary proprietors or occupiers of one or more of the lots comprised in its strata title plan:
 - (a) security services;
 - (b)garbage disposal and recycling services;
 - (c) cleaning or domestic services;
 - (d) promotional services or advertising.

(2) If a management corporation makes a resolution referred to in paragraph (1) to provide an amenity or service to a lot or to the subsidiary proprietor or occupier of a lot, the management corporation must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

GENERAL RULES AND REGULATIONS ("THE RULES")

A Subsidiary proprietor SHALL NOT:

- 1. Use his lot for any illegal activities, which may affect the reputation of the condominium.
- 2. Allow, do or keep anything in the condominium, which may overload or impair the floors, walls or roofs thereof; or cause an increase in insurance premium rates or the cancellation, invalidation or non-renewal of existing insurance policies.
- 3. Place any advertisements, notices, or labels, on any common property, windows or balconies within the units except on the notice boards unless the Management has granted approval.
- 4. Erect any external awnings, shades, screens, grilles, radio/television antennas or any other structure on the common property without prior written approval of the Management. The Management shall have the full right and authority to demolish all such unauthorized additions, alterations, structures or any part thereof after fourteen (14) days' written notice to the subsidiary proprietor requesting him to remove the same. All costs and expenses incurred including legal fees on a solicitor and client basis in respect of such removal or demolition shall be borne by the subsidiary proprietor concerned.
- 5. Make excessive noise or engage in offensive conduct that annoys or disturbs other subsidiary proprietors. Any subsidiary proprietor, guest or employee using the common property of the condominium shall do so as quietly as possible and not cause any disturbance or annoyance to others.
- 6. Throw or empty rubbish/litter out of windows and doors into the common property.
- 7. Keep, store or use any explosives or highly inflammable material of any nature in the condominium.
- 8. Allow laundry items, bedding or other articles to be hung in an unsightly manner, visible from the exterior.
- 9. Allow goods or other items to be stored/left unattended in the common property. The Management shall not accept any liabilities whatsoever for loss or damage to such goods or items, including bicycles, flower pots etc. left in the common property.
- 10. Allow bicycles, tricycles, children's riding toys, roller skates/boards and the like to be ridden in, used or left in any corridor, stairway, lobby or lift in a manner which will obstruct free passage of or pose a safety hazard to the other subsidiary proprietors.
- 11. Place potted plants or any other objects on balconies and window ledges or in a manner that will obstruct the passage of the corridor or pose a safety hazard to other subsidiary proprietors.
- 12. Conduct sports in the common property, which will damage/deface the common property and cause any inconvenience or annoyance to other residents.
- 13. Remove or damage furniture, furnishings, fire-fighting equipment and other fittings movable or otherwise comprising part of the common property.
- 14. Remove or replace window panels or latches without the prior consent or approval of the Management. Subsidiary proprietors are also advised that removal of latches may cause windows to dislodge and pose a hazard to persons below.

A Subsidiary proprietor SHALL:

- 1. Give written notice to the Management furnishing the names of the tenants and family members or occupiers and family members of the subsidiary proprietor's lot. In the event that the subsidiary proprietor fails to give such written notice, the Management reserves the right to refuse entry to any person as it deems fit.
- 2. Ensure that radios, hi-fi equipment, television sets, musical instruments and other like equipment are not played at a volume which may cause any disturbance or annoyance to other Subsidiary proprietors. Burglar alarms shall be maintained in a good state of repair at all times.
- 3. Ensure that school bus drivers coming to pick up their children do not sound the horn within the grounds of the condominium. The Management has the right to stop such drivers from entering the condominium.
- 4. Permit any staff of the Management at all reasonable times and on reasonable notice being given (except in an emergency when no notice is required) to enter his/her lot to execute any work or perform any duties or enforce any by-laws in connection with the condominium.
- 5. Ensure that all air-conditioning equipment, including pipes and hoses is properly maintained so as to prevent staining of the common property. Any stain to the common property caused or arising from poorly maintained air-conditioning equipment may be cleaned and removed by the Management and the costs and expenses thereby incurred shall be recovered from the Subsidiary proprietor.
- 6. Pets should at all times be accompanied and held on a leash by their owners while on the common property. Any waste left behind by the pets shall be removed. The following areas are out of bounds to pets, that is, landscaped gardens, poolside and gymnasium. Only household pets may be kept by subsidiary proprietors. Household pets which cause nuisance or unreasonable disturbance to any subsidiary proprietors shall be promptly restrained upon notice given by the Management or by anyone authorized by the Management to give such notice. Subsidiary proprietors shall be held responsible for the nuisance caused by their pets.
- 7. Seven (7) days' written notice shall be given to the Management prior to any repairs and/or renovation works being carried out; and to place with the Management, a refundable deposit of S\$2,500.00 as security for the due performance of the Rules to such repairs and/or renovation works. However, in the event of a genuine emergency repair (i.e. leaking / burst water pipe or leaking drain / sewage pipe) the notice period may be waived at the discretion of the Management but the security deposit shall still apply depending on the duration and scope of work.
- 8. Subsidiary proprietors shall also fully indemnify the Management against all loss or damage of whatsoever nature to the common property in respect of such repairs and/or renovation works and house removal work including all legal costs incurred in enforcing compliance.
- 9. Subsidiary proprietors shall be liable for all loss and expenses, which the Management has suffered to repair, replace or restore any damage or destruction, caused by the Subsidiary proprietor or his guest(s).
- 10. Subsidiary proprietors are required to display the issued car labels to help the Security Officers check cars entering the condominium.
- 11. All subsidiary proprietors shall observe and comply with the rules, which may be varied by the Management from time to time.

PART II

USE OF RECREATION FACILITIES

- 1. Subject to clause 2, subsidiary proprietors and their guests are entitled to use the recreation and communal facilities during their operating hours. However, Subsidiary proprietors must be present with their guests at all times and are to ensure that their guests comply with all the house-rules.
- 2. Subsidiary proprietors who have leased out their lot will not use the recreation and communal facilities during the period of such tenancy.
- 3. The number of guests allowed to use the swimming pool shall be limited to five (5) per unit.
- 4. Subsidiary proprietors are required to identify themselves while making reservations, as well as claiming the keys to the recreation facilities. Failure to do so may result in the refusal of the use of the recreation facilities.
- 5. Children under 12 years shall not be allowed to use any of the recreation facilities unless accompanied by their parents or supervising adults who shall be responsible for their safety and proper behaviour.
- 6. Subsidiary proprietors are responsible for the behaviour of their guests and their compliance with the Rules.
- 7. Subsidiary proprietors shall be responsible for any damage caused to the recreation facilities by themselves or their guests. Subsidiary proprietors must inform the Security or the Management of any existing damage to the recreation facilities they or their guests are about to use, failing which, they may be held responsible.
- 8. Subsidiary proprietors/guests must be properly attired when using the facilities.
- 9. The Management shall not be responsible for any loss or damage to any personal property, injury or death arising from carelessness or negligence on the part of the person(s) concerned or arising from failure to abide by the rules.
- 10. The Management, security personnel or any appointed representative of the Managing Agent may require any person to identify himself or herself.
- 11. Except for those games and activities for which the recreation facilities were specially intended, no other games or activities (such as football, roller skating, aerobics, skate-boarding or 'horse-play' of any sort) will be allowed in or about them.
- 12. The Management reserves the right and in its sole discretion, to change the Rules. Subsidiary proprietors shall be notified at least one (1) week in advance before such changes take effect.
- 13. Any person found to be in breach of the rules shall be required to leave the Recreation areas at once and shall be barred from making any reservations for a period of four (4) weeks.
- 14. Subsidiary proprietors and their guests must abide by all the Rules when they utilize the recreation facilities, each facility having its own set of rules.
- 15. Smoking is prohibited within the enclosed recreation facilities.

- 16. The following conditions/rules shall apply to all tenants on their application for a Resident Card.
 - (a) documentary proof (identity card) of his residence at MIMOSA PARK;
 - (b) two (2) recent passport-sized photographs of themselves; the names of all persons residing in their strata lot;
 - (c) tenant deposit of S\$500.00 (exclusive of GST) which is refundable when tenant ceases to reside at the condominium.
- 17. The tenant in whose name the Resident Card is issued shall be entitled to make reservations for the use of all facilities.
- 18. There shall be no restriction on the numbers of Resident Cards issued to tenants of immediate residing family members, subject to the rules herein and at the sole discretion of the Management.
- 19. For tenants that comprises of a group of individuals, maximum of two (2) Resident Cards may, subject to the rules herein and at the sole discretion of the Management, be issued to such tenants in respect of each strata lot.
- 20. The Resident Card is not transferable.
- 21. A Resident Card that is lost or defaced may be replaced. The applicants for the replacement of a Resident Card Pass shall furnish a declaration of the loss or return the defaced Resident's Card to the Management.
- 22. A tenant is required to obtain a letter of authorization from the Subsidiary Proprietor to request the Management to issue to the tenant the Resident Card. The name of the tenant must be clearly mentioned in this letter.
- 23. A Resident Card will be revoked automatically when the applicant in whose name the Resident Card is issued, ceases to reside at the condominium.

SWIMMING POOL

- 1. The pool shall be open from 6.00am to 11:00pm daily. For safety reasons, no person is allowed in the pool after 11:00pm.
- 2. Only subsidiary proprietors and their guests but not their domestic workers may use the pool. Guests may use the pool when accompanied by their hosts who shall ensure that their guests comply with the rules and regulations contained herein. Subsidiary proprietors are to sign in their guests at the Security Counter. The maximum number of guests per unit shall not exceed five (5) at any one time.
- 3. There will be no lifeguard in attendance. Therefore, all subsidiary proprietors and guests use the pool entirely at their own risk.
- 4. All persons must shower and use the footbath before entering the pool. Any person with a bandage, open wound or infectious disease shall not use the pool. Spitting, nose blowing and the like shall not be permitted in the pool.
- 5. All persons are required to dry themselves before leaving the changing rooms. No person wearing a dripping wet bathing suit shall go beyond the pool and changing room areas or the lifts.
- 6. For safety reason, all persons shall leave the pool during heavy rain and thunderstorms. The Management shall not be liable for any mishaps arising from failure to abide by the rules.
- 7. No children below the age of 12 shall be allowed in the pool unless accompanied by their parents/guardian. Parents/Guardians are responsible for the safety and proper behaviour of their children using the pool.
- 8. No coach shall give lessons in the Pool without first obtaining the written consent of the Management. No lessons to be held from 10.00am to 4.00pm on weekends and public holidays.
- 9. Surfboards, snorkeling and scuba diving gear, glass masks or glass goggles, bulky inflatable toys and boats and other items that may pose a hazard to swimmers shall not be permitted in the pool. However, plastic goggles are permitted and children may play with small water toys.
- 10. No pets shall be allowed in the pool or its vicinity.
- 11. Ball sports, frisbee playing, roller skating, skateboarding, "horse-play" and similar activities will not be permitted in the pool area.
- 12. Diving, other than from the diving board, dunking, noisy, rough or dangerous play will not be permitted in the pool.
- 13. No food, smoking and drinking shall be permitted in the pool or within one metre of the edge of the pools.
- 14. The equipment around the pool shall not be used for any other purpose than its intended one. No poolside furniture shall be removed from the pool area. Misuse of poolside furniture is strictly prohibited. Deck chairs and other poolside furniture may not be reserved. Persons vacating the pool area must remove all their belongings.
- 15. Swimmers must be properly attired. T-shirt and shorts are strictly prohibited in the pool.
- 16. The Management reserves the right and in its sole discretion to shut down the pool for maintenance purposes.

- 17. Footwear shall not be worn within one metre of the edge of the pools.
- 18. The pool and the pool area shall not be reserved by any resident for private functions without the prior written approval of the Management.
- 19. Swimmers are not allowed in the pool when cleaning is in progress.
- 20. All litter must be disposed of in the receptacles provided by the Management.
- 21. Radios, tape-recorders or other electrical/mechanical equipment may be used in the pool area provided that they are played at a volume that will not cause disturbance or annoyance to other subsidiary proprietors.
- 22. The Management, Security Officers or any representative of the Managing Agent may require any person in the pool to identify himself or herself.
- 23. The Management shall not be responsible for any loss or damage to any personal property, injury or death arising from carelessness or negligence on the part of the person concerned or arising from failure to abide by the rules.
- 24. A person in breach of these rules shall be required to leave the pool.
- 25. The Management reserves the right and in its sole discretion, to change any rules and regulations to meet changing circumstances without prior notice.

GYMNASIUM

- 1. The gymnasium shall be open daily from 6.00am to 11:00pm and shall be for the sole and exclusive use of the subsidiary proprietors.
- 2. Guests are strictly prohibited from entering or using the gymnasium.
- 3. Children below the age of 12 years shall not be allowed to use the gymnasium. Residents between 12 and 15 years of age must be accompanied by their parents in the gymnasium at all times.
- 4. Access to the gymnasium is permitted only upon surrendering of resident's passes to the guard on duty in exchange for a magnetic gymnasium door access card. Failure to do so will result in residents being refused entry into the gymnasium. These cards are to be returned to the guards after each session and a penalty of \$50 will be charged for replacement of each card.
- 5. Maximum usage time per session is 1 hour 30 minutes. A maximum of 8 residents are allowed in the gymnasium at any one time.
- 6. Residents are advised to undergo thorough medical examinations before using the gymnasium. The use of the gymnasium shall be at the own risk of the residents who hereby acknowledge that their use of the gymnasium is voluntary. The Management and its staff and Managing Agent shall not be liable whether in tort, contract or otherwise for any death or personal injury howsoever arising out of or connected to the use of the gymnasium by residents.
- 7. Users of the gymnasium must be in suitable sports attire. E.g. T-shirt, shorts, track pants and non-studded sports shoes. NO wet or dry swim suits are allowed. For the convenience of the other users, users must bring with them a TOWEL or HAND-TOWEL to wipe dry the equipment after use.
- 8. The last person to leave the gymnasium is to switch off the lights, fan and airconditioners.
- 9. Residents are to report any damage to the equipment to the Management Office or security guards immediately.
- 10. Vandalism will not be tolerated and vandals will be handed over to the police.
- 11. The consumption of food or beverages except plain water is strictly prohibited in the gymnasium.
- 12. Pets are strictly prohibited in the gymnasium.
- 13. Smoking is strictly prohibited in the gymnasium.
- 14. With the exception of small, portable radios and CD/cassette players whose only source of sound is through ear plugs, no other portable radios, radio transmitters, CD cassette recorders or players, television set or any other form of musical instrument shall be played in the gymnasium.
- 15. Any user of the equipment and room who breach the above rules is liable to disciplinary action being taken against him/her by the Management Corporation such as being barred from further use of the gymnasium.

SQUASH COURT

- 1. The squash court is open daily from 6.30am to 11.00pm
- 2. The squash court is the property of the Management Corporation and is available free-ofcharge for the use of all residents of Mimosa Park.
- 3. Non-resident guests may be invited to play on the squash court in the company of a resident but in no circumstances are non-residents allowed to use the court without a resident as a playing partner. All guests must be signed into the Guest Book.
- 4. The court may be pre-booked for a period of 60 minutes from one hour to the next (e.g. 7.00 p.m. to 8.00 p.m.) up to 48 hours in advance in person at the Clubhouse. The name and identification pass number of the resident wishing to play must be given at the time of making the booking. Only one pre-booking per day will be accepted from residents occupying any one apartment or townhouse.
- 5. When the court has been pre-booked, the resident concerned must hand to the guard on duty at the Clubhouse his/her identification pass not later than 5 minutes after the hour marking the start of the pre-booked period. Where the resident's pass has not been presented within the 5 minutes grace period, the pre-booking will lapse and the court in question will be open for allocation to any resident wishing to play on presentation of his/her identification pass.
- 6. When the court has not been pre-booked, the court in question is available during the uncooked period on a first-come basis to all residents.
- 7. Irrespective of whether the court has been pre-booked or not, the player to whom the court is allocated must hand over his/her identification pass to the guard on duty in exchange for the key and air-con remote control for the court. At the end of play, the lights, fan and air-con must be switched off, and the key and air-con remote control returned to the guard who will return the resident's identification pass. The booking sheet must be signed by the resident in question on collecting and returning the key and the air-con remote control.
- 8. Key and air-con remote will be issued only to residents submitting their own identification passes who intend to play on the court allocated during the entire period of play. Under no circumstances will the guard issue these items to other individuals.
- 9. Key and air-con remote control will not be issued to individuals under the age of 14.
- 10. Where other residents are waiting to play, the maximum time the court may be occupied is one hour but all play must cease at the beginning of the hour for which the waiting resident has booked unless otherwise mutually agreed. For this purpose the time shall be as shown on the wall clock outside the squash court.
- 11. A maximum of two players shall be permitted to play on the court at any one time.
- 12. Only players shall enter the court.
- 13. All players are expected to adopt a form and standard of dress appropriate to the game of squash. Suitable shoes must be worn.
- 14. Marking shoes of any nature are not permitted. Marking balls must not be used.
- 15. No game or activity other than squash is permitted in the court unless other such activities have been approved by the Management.
- 16. Smoking is not permitted inside the court. No food or drinks may be taken into the court.

- 17. Any damage caused to the squash court or its surrounding during play or any other activities approved by the Management shall be the responsibility of the resident in whose name the court has been booked.
- 18. The Management Corporation will accept no responsibility for accidents or injuries to players, users, spectators or others as a result of the use of the squash court.
- 19. The Management Council both directly and through its appointed representatives reserves the right to check at any time that the squash court is being used as laid down above and to take such action as it considers necessary to protect the interests of the Management Corporation including the ordering of players or other activity users from the court and/or restricting the use of the court. The Council also reserves the right to alter, suspend or add to any of the above rules for any reason whatsoever as it considers desirable

CLUBHOUSE FOR SOCIAL FUNCTION / BARBEQUE PITS

- 1. Rules and regulations
- (a) The Clubhouse/barbeque pit shall not be used after 11.00pm.
- (b) As the applicant for the usage of the Clubhouse does not give exclusive use to the applicant, residents shall ensure that their guests confine themselves to the designated areas (i.e. areas where the table-tennis table and barbeque pits are) so as not to cause inconvenience to other residents at the Clubhouse.
- (c) You are allowed to use the big fridge for storing your salad and the like before/during your function.
- (d) Please do not put your food and drinks on the table-tennis table. You can approach the guard for folding square tables for your food and drinks.
- (e) The applicant shall be responsible for the good conduct and behaviour of all persons attending the function. (Maximum number of guests 25)
- (f) During such function, for hygiene and sanitary reasons, the applicant and his guests are not allowed the use of the swimming pool.
- (g) Residents can only book the Clubhouse once a month. Multiple bookings are not allowed.
- (h) The usage of the clubhouse is strictly for social activities like luncheons, tea parties, dinner buffet, barbeque and the like. Religious activities, multi-level marketing, demonstration of products or exhibits, disco parties and commercial activities are strictly prohibited.
- (i) Soft music may be played at low levels so as not to cause nuisance to the other residents of the estate.
- (j) The Management will be indemnified against all claims, actions, demands etc. in the event of any accidents, mishaps, etc. by the applicant. All damages and claims resulted from the usage of the Clubhouse by the applicant and his guests shall be borne by the applicant.
- (k) The management staff and security personnel are authorized to stop the function in the event of non- compliance with any of the above rules and regulations.
- (I) All rules that are not adhered to will be referred to the Management Council. The Management Council may bar the resident concerned from booking of the clubhouse for up to three (3) months.
- (m) The barbecue pits can be used from 10:00 am onwards. The use of the pits is divided into two sessions as follows:

First session	:	10:00am to 3:00pm
Second session	:	5:00 pm to 11:00 pm

2. <u>Reservations</u>

- (a) Only subsidiary proprietors above the age of 18 are permitted to make reservations.
- (b) Reservations must be made two weeks in advance and on a first-come-first-served basis. Cancellation of reservations must be made three (3) days before the actual scheduled date, failing which, the Management may in its absolute discretion confiscate the deposit (as defined below).

- (c) Reservations must be made in person at the Management Office. Proxy bookings or telephone reservations will not be accepted.
- (d) Accepted reservations are non-transferable.
- (e) Reservations must be made on the prescribed application Form BQ1 available from the Management office.
- (f) Subsidiary proprietors must ensure that the Clubhouse/barbecue pit is restored to a clean and tidy condition after each session.

CAR PARKING AND VEHICLES

- 1. The subsidiary proprietor of each strata lot is entitled to one car park lot, as allocated, subject to the rules herein and documentary proof of residence at the condominium. All labels are non-transferable.
- 2. The registered vehicle bearing a valid car park label may be parked in its allocated car park lot in the condominium.
- 3. Application for the car park label shall be made in the prescribed Form CP1, obtainable from the Management Office'
- 4. An apartment is permitted a second car park lot depending on its availability and on a first-come-first-served basis. The privilege of using a second car park lot is subject to review on a quarterly basis, by the Management and may be revoked when justified. No car park label will be issued for a third and subsequent cars.
- 5. Approval of the application and allotment of the car park label shall be at the sole discretion of the Management.
- 6. Replacement charge for a lost car park label shall be S\$20.00. However, in the event of damage, a one to one replacement is permitted.
- 7. All heavy vehicles including lorries are prohibited from entering the condominium without authorization from the Management office.
- 8. School buses may be allowed in to the condominium for the subsidiary proprietors' school children to be transported to and from schools.
- 9. Motorcycles, scooters and bicycles shall be parked in the designated places.
- 10. A Subsidiary proprietor who sells his strata lot or ceases to reside in the condominium shall surrender the allotted car park label(s) to the Management without demand. Failing which the management shall charge a recovery fee of S\$20.00 per label.
- 11. Guests shall park only in places designated for visitors and shall abide by the rules on car parking and any rules made therein.
- 12. A subsidiary proprietor shall be responsible for the conduct of his guests/drivers and shall ensure that his guests/drivers abide by the rules.
- 13. Flow of traffic according to the directional arrows is to be strictly followed. All costs incurred in making good any damage caused, as a result of a breach of the rules shall be paid by the driver/owner of the vehicle.
- 14. The speed limit of 20 km/h shall be strictly followed.
- 15. Undertaking of repairs or overhauls to vehicles is not allowed in the common property except in the event of a breakdown.
- 16. Subsidiary proprietors are permitted to wash their vehicles in their allocated car lot only. In addition, they have to keep the place clean, grease-free and mud-free after washing the vehicles.
- 17. Subsidiary proprietors must display the issued car labels to facilitate the Security Officers in checking the cars entering the condominium.
- 18. The Management shall not be responsible for any loss and/or damage, action preceding claims, suits that may be made against the Management.

- 19. The Management reserves the right and in its sole discretion, to prevent subsidiary proprietors and/or guests who breach the rules, from driving or parking their vehicles in the condominium.
- 20. The subsidiary proprietor must notify the Management of any change of vehicle so that a new label may be issued in place of the original.
- 21. All vehicles are parked at the owners' risk. The Management shall not be responsible for any loss or damage to vehicles parked in the condominium however caused. All charges incurred by the Management including towing fee and other incidental costs and expenses shall be borne by the owner/driver of the vehicle and/or the subsidiary proprietor.
- 22. The subsidiary proprietor/owner/driver of the vehicle shall be responsible for any damage caused to the common property and shall bear all costs incurred by the Management for making good the common property.
- 23. The Management may make such rules as may be deemed necessary, as well as to amend, add or delete such at any time without notice, to regulate the use and parking of vehicles in the condominium.
- 24. Any vehicle parked indiscriminately or at unauthorized parking space will be wheelclamped and the wheel clamp will not be removed until a release fee of S\$100 has been paid in cash to the Management Corporation or its authorized representative or appointed agent. In the event that payment is not made within a reasonable time (defined as not more than six hours from the time of the wheel clamping), arrangements will be made to have the vehicle towed at the vehicle owner's risk to an open lot from which the vehicle will not be released until all costs relating to this, including towing and storage charges as well as the wheel clamping charge, have been paid.

PETS

- 1. Subsidiary proprietors may only keep household pets in their households.
- 2. Pets which cause nuisance or unreasonable disturbance to any subsidiary proprietors shall be promptly restrained upon notice given by the Management or by anyone authorized by the Management to give such notice. Subsidiary proprietors shall be held responsible for the nuisance caused by their pets. The management corporation reserves the right to report and seek enforcement through the relevant Authority.
- 3. Pets shall not be allowed in the common property unless carried or in the case of dogs, on a leash at all times.
- 4. Residents or their domestic helpers walking their dogs must at all times have receptacles to remove any litter caused by their dogs.
- 5. Pets shall not be allowed in the recreation areas, like the swimming pool and pool deck, multipurpose hall, gymnasium and squash court.
- 6. Subsidiary proprietors shall ensure that they clean up any animal excrement left by their pets in the common property especially in the car park lots or the grass areas. They shall be held responsible for the cleaning of the areas littered by their pets. The Management Corporation reserves the right to impose a minimum \$50 fee for the cost of cleaning of areas littered by their pets.
- 7. Subsidiary proprietors shall be responsible for the cost of repairing any damage caused by their pets.
- 8. Subsidiary proprietors who do not observe the rules regarding the keeping of pets or whose pets cause any nuisance or disturbance to other subsidiary proprietors shall remove their pets from the condominium within seven (7) days upon a notice served by the Management. Failing this, the Management has the right to authorize the removal of the pet and all costs shall be borne by the owner of the pet.
- 9. Livestock, poultry and other non-household pets are prohibited from being kept in the condominium.

FUNERAL WAKE

Any wake following a death or gathering of persons to mourn together or watch the body of a deceased person prior to a funeral is prohibited in any part of the building or common property grounds, including lift lobbies, stair wells and car park areas. However, at the sole discretion of the Management and only with the agreement of immediate neighbours, permission may be given for a wake if it is entirely confined inside the unit of the Subsidiary Proprietor and conducted without causing inconvenience to the Residents at large."

PART III

Date: _____

TO ALL SUBSIDIARY PROPRIETORS MIMOSA PARK

Dear Sir/Madam,

MIMOSA PARK RENOVATION AND ALTERATION WORKS

We are pleased to inform you that we do not have any objections to your carrying out renovations and alterations to your unit, provided the following conditions are complied with:

- 1. Works involved in your proposed renovations and alterations concern only internal finishes, ie within your premises;
- 2. Any intended works should not in any way affect the structural stability or integrity of the buildings.

You are advised that before commencing any work, you shall consult your consultants before submitting the detailed drawings and documents to our Architect/Consultant for approval.

Please note that a sum of S\$2,500.00 is payable as renovation deposit, upon application and before the commencement of any such works. This is to cover for any damage to the common property or for failure in the proper disposal of debris. This deposit will be refunded to you free of interest, upon completion of your works, subject to your full compliance with all the Terms and Conditions as referred to later in this document, and to any offsets necessary to repair damages or for refuse disposal. Notwithstanding this, in the event of damage caused as a result of your works, it shall be your sole responsibility to make good the damage. You are therefore required to submit to the Management an irrevocable Letter of Indemnity (Form RN5) that we shall be released from any liability whatsoever and howsoever arising from the renovation and alteration works.

Best regards,

Yours faithfully, WEAVEPACT MANAGEMENT PTE LTD Managing Agent

Thomas Leom For and on behalf of The Management Corporation S T Plan No 493

NOTICE TO OWNER / CONTRACTORS

1. NOISE

The contractor shall not create any noise likely to interfere with the peaceful enjoyment of the subsidiary proprietors and residents.

2. VEHICLES

The contractor shall not park or leave any motor vehicle or other vehicle upon the common property except with approval from the Management.

3. OBSTRUCTION OF COMMON PROPERTY

The contractor shall not obstruct the lawful use of the common property by any subsidiary proprietor and resident.

4. DAMAGE TO LAWNS. ETC. ON COMMON PROPERTY

The contractor shall not damage any lawn, garden, tree, shrub, plant or flowers being part of or situated upon, the common property.

5. DAMAGE TO COMMON PROPERTY

The contractor shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without approval in writing from the Management.

6. PERMISSION TO CARRY OUT ALTERATIONS

The contractor shall not make any alteration to the windows installed in the external walls of the subdivided building without having obtained Management's approval in writing.

7. BALCONIES

The contractor shall not make alterations or additions to any balcony of any unit without the written approval of the Management.

8. BEHAVIOUR OF WORKERS

When upon the common property, the workers/contractors shall be suitably clothed and shall not use language or behave in a manner likely to cause offence or embarrassment to the residents or occupants or to any person in the development.

9. APPROVAL

You must obtain from the relevant government and/or statutory bodies for permission/licence to carry out works which require their consent.

A period of 6 weeks would be granted for the renovation work and a sum of S\$100.00 per day shall be deducted from the deposit if works carried out exceed the permitted time of 6 weeks. Requests for extension of renovation periods would be considered case-by-case and it is solely the Management's discretion to approve the extension.

10. REFUNDABLE RENOVATION DEPOSIT

The contractor shall pay a sum of S\$2,500.00 or such amount as charged by the Management, being the renovation deposit, prior to any renovation and alteration work. The renovation deposit will be refunded to the contractor after the completion of the

repairs/renovations subject to compliance with the conditions stated herein and to all claims by the Management arising out of or in the course of the execution of the works.

In the event of the renovation deposit being insufficient to meet the Management's claim, the contractor shall compensate and pay the Management the difference between the said deposit and the amount so claimed by the Management.

10. LETTER OF UNDERTAKING

The Subsidiary proprietor and his contractor shall jointly sign the Letter of Indemnity/ Undertaking enclosed in these documents prior to any renovation and alteration work and such undertaking shall be taken as sufficient notice of such Terms and Conditions.

11. SUBMISSION OF DETAILS

The owner and/or his contractor shall furnish the Management with details of the renovation and alteration works.

Such information may include a schedule of work to be carried out, accompanying plans, diagrams, the work schedule including delivery of materials and a list of the particulars of employees attending to the works.

12. REPORTING TO MANAGEMENT OFFICE/GUARD HOUSE

All contractors or their authorised personnel must report to the supervisor of the management office or the security desk before and after work each day.

The security personnel have been given strict instructions to question all persons found in the condominium. Action will be taken against unauthorised persons within the condominium.

13. LIMIT OF WORK SPACE

The contractor must ensure that all renovation and alteration works are carried out within the confines of the premises being worked on.

14. EXTERNAL FAÇADE OF BUILDING

Renovation works which will affect the external façade of the building are strictly not allowed. Works already carried out in the estate are not to be used as precedence. The external common walls and grilles are not to be painted. External windows and doors cannot be relocated, windows and balcony doors with wooden frames not allowed to be installed. Approved material for external window frames are aluminium in black or dark brown. Any other works not mentioned, please check with the estate manager whether they are allowed to be done.

15. ALTERATION OF M&E INSTALLATIONS

The Management must be informed of any alteration/rewiring of electrical supply in the unit. All electrical and air-con wiring must be installed within the unit. One set of wiring and position of new air-conditioning drawing must be submitted. Upgrading of electricity power supply must be applied through the Management. Unauthorised alterations by contractors are strictly prohibited. Any modification pertaining to the structure of the building (relocating/demolition of partition walls) <u>MUST</u> be accompanied with a Professional Engineer's certification.

16. REMOVAL OF RENOVATION DEBRIS AND RUBBISH

No big rubbish containers / skip bins are allowed to be placed inside the estate. All rubbish must be removed from the worksite and out of Mimosa Park daily by normal

lorries. Dumping of building materials or any bulky items in the Mimosa Park bin centre or down the rubbish chute is strictly prohibited. Also, a deduction (cost of removal + 10% administrative fee) will be made if the debris is nor removed from site and common areas after every working day.

17. CLEANING FEE

A fee of S\$200.00 per incident will be deducted from the deposit if it is found that in the course of the renovation works, the lifts, lift lobbies or the common areas are dirtied.

18. USE OF LIFTS

Sufficient canvas/plywood/cardboard are to be used to ensure that the lift finishes are not damaged. Contractors are to note that lifts are designed as follows:-

Maximum load	:	800kg
Door clearance	:	2.10m x 0.9m
Lift size	;	1.6m x 1.4m x 2.2m height

19. CONTRACTOR TO COMPLY WITH TERMS AND CONDITIONS

You are to supply us the names and contact numbers of the contractors whom you engaged. You must ensure that your contractors/workers know and comply with the terms and conditions stated in the application form. Please make known to your contractors and suppliers that they have to park their vehicles in authorised lots and not in places to their convenience. If every time, they are found to have parked in residents' or other unauthorised areas, \$\$50.00 will be deducted from the deposit.

20. PERMISSION FROM ADJOINING UNITS

You are to obtain written consent from adjoining units, should the works disturb or involve disruption to their water or electricity supply. This written consent has to be submitted to the Management before any works with regards can be carried out. For tower blocks, you could enquire from your downstairs neighbour whether there is any leakage problem he experienced from your unit.

21. DAMAGE TO THE ADJOINING UNITS AS A RESULT OF THE RENOVATION WORKS

You would be held responsible for any leakages or damages caused to other adjoining units as a consequence of your renovation works.

22. MANNER OF OPERATION

The contractors must ensure that:

- (a) the wall and floor of the lift cage are to be adequately protected.
- (b) all materials and/or tools for the renovation and alteration works are to be placed inside the premises and not in the common property and escape staircases.
- (c) the common property affected by the renovation debris is left in a clean and tidy condition on the completion of work each day.
- (d) all renovation debris is cleared/swept away on the completion of work each day.
- (e) No unwanted heavy or bulky objects are disposed of via the rubbish chute or left at the bin centre for disposal.

Should the contractors fail to observe any of the above, the Management will carry out the work and charge the cost of such work to the contractors.

23. NECESSARY PRECAUTIONS/PROTECTION

The contractor must take all necessary precautions to protect all existing and common property including lifts, roads, drains, fencing during the renovation and alteration works.

Any damage to the common property during the renovation and alteration work must be made good by the contractors and is subject to acceptance by the Management.

In the event of failure to make good such damage within a specified period of time, the Management will rectify the damage and charge the cost of such work to the contractor.

24. INDEMNITY

The owners and/or their contractors will be liable and must indemnify the Management against all liability, loss, claim or proceeding arising out of or in the course of the execution of the works.

25. INSURANCE

The contractors are required to submit their insurance cover for Public Liability/ Workmen's Compensation before commencement of the renovation works.

26. WATER POWER SUPPLY

The contractors are not allowed to tap water and electricity supply from the common property without consent. Any use of common utilities is subject to the current rate imposed by the Management.

27. OPERATING TIMES

All renovation and alteration works including deliveries must be carried out only during the following hours:

Monday to Friday	:	9:00 am to 5:00 pm
Saturday, Sunday & Public Holiday	:	Strictly no work allowed

28. CONTRAVENTION OF RULES

The Management reserves the right to stop any renovation and alteration work, which is in contravention of the Terms, and Conditions lay down, if it thinks fit.

The Management shall not be responsible for any liability, loss, claim or proceeding arising out of or in the course of such action.

APPLICATION FOR RENOVATION

Terms and Conditions

1. Type of Work

1.1 The applicant's contractor and its listed sub-contractors can only carry out the type of work specified in the approval letter.

2. Working Hours

2.1 Work can only be carried out within the following times:

Monday to Friday - 9:00am to 5:00pm.

- 2.2 No work shall be carried out on Saturdays, Sundays or Public Holidays.
- 2.3 The applicant shall obtain prior written approval from the Management in the event of a need to carry out any work beyond the hours specified in Clause 2.1; provided the work does not affect the peaceful environment of other subsidiary proprietors.

3. Deposit

3.1 The applicant shall ensure that the appointed contractor pay a deposit of \$\$2,500.00 which will be refunded, free from interest and subject to direct compliance with all the conditions stated herein and to all claims by the Management for any damage to the common property and properties of the other subsidiary proprietors in the condominium. In the event of the deposit being insufficient to meet the claims of the Management, the applicant and the contractor shall compensate and pay to the Management the difference between the said deposit and the amount so claimed by the Management. The said deposit shall be forfeited if any of the conditions stated herein are not complied with.

4. <u>Security</u>

- 4.1 All workers of the applicant's contractor and that of its listed sub-contractors shall inform the security officer at the security desk of their intention to enter the strata lot to carry out the approved work, as well as to collect contractors' passes.
- 4.2 The applicant shall be responsible for the good conduct and behaviour of all workers of his contractor and that of its listed sub-contractors while they are in the condominium.
- 4.3 No worker shall be allowed to loiter in any place other than in the strata lot concerned.
- 4.4 Any worker found misbehaving or refusing to comply with the security procedures will be removed from the condominium and barred from entry.
- 4.5 All workers shall display the contractors' passes at all times within the condominium.

5. <u>Lift</u>

- 5.1 The applicant shall ensure that adequate protection is given to the lift walls and flooring and individual lobbies when conveying building materials to and from the strata lot under renovation. The applicant at his expense shall provide the said protection. Only lifts and staircases designated by the Management are to be used.
- 5.2 No heavy machinery is allowed in the lift.(maximum load 800kg)

6. <u>Cleanliness</u>

- 6.1 The applicant shall maintain the general cleanliness of the common property used by his workers and sub-contractors. He shall ensure that any common property soiled by his workers or his sub-contractors, is cleaned up immediately, to the satisfaction of the Management.
- 6.2 No debris is allowed to be placed in the common property.
- 6.3 All debris must be removed from the common property upon completion of work at the end of each working day or a sum of not less than S\$200.00 must be paid to the Management to have the debris to be removed.

7. <u>Others</u>

- 7.1 The applicant shall allow the authorized officer of the Management access into the strata lot under renovation for the purposes of checking that only authorized work is being carried out.
- 7.2 The Management in its absolute discretion reserves the right to reject any application or revoke any permit granted. The Management shall not be liable for any damage arising from the rejection of the application or revocation of the permit.
- 7.3 Subject to the prior written consent of the Management and approval from the relevant authorities, repair, renovation, alteration or extension works may be carried out by the subsidiary proprietor at his own cost and expense, and in due compliance with the following conditions:
 - (a) No hacking of any walls, beams, slabs, columns or structural members;
 - (b) No re-location of the common water and sanitary system;
 - (c) No re-running of the common electrical system;
 - (d) No alterations to or re-location of the windows;
 - (e) No alterations to or re-location of the balconies, doors or doorways;
 - (f) Not to cause any rise in the floor level or increase in the total load of the floor;
 - (g) Not to install sunshades or awnings of any design or shape without prior approval.
 - (h) Not to install any permanent or retractable clothes hanger/awnings;

- 7.4 Precautions should be taken against damaging the concealed electrical wiring, sanitary piping and floor slabs.
- 7.5 The subsidiary proprietor shall not dump rubbish or building debris down the chutes or in any common property, and shall duly remove the rubbish/debris at the end of each working day or pay cleaning fees of not less than S\$100.00 per day to the Management.
- 7.6 The subsidiary proprietor shall ensure that the works to be carried out will not in any way affect the structure of the building or the common property, nor will it in any way cause any nuisance to any other subsidiary proprietor.

8. Application Procedure

- 8.1 The applicant shall submit to the Management the prescribed application Form RN1 together with a deposit of S\$2,500.00 and plans for the renovation works.
- 8.2 Before approval is granted for any addition and alteration works, the subsidiary proprietor is to submit for the consideration of the Management, the requisite approval from the relevant authorities where such is required by law. The relevant authorities shall include but not be limited to the Development and Building Control Division, the Power Supply Ltd and the Infocomm Development Authority.
- 8.3 The subsidiary proprietor and his contractor shall also undertake to indemnify the Management against any legal proceedings or suits arising from such works regardless of whether or not they arose from the negligence of the subsidiary proprietor, contractor or any of their servants or agents.
- 8.4 Any addition and alteration work permitted by the Management shall be subject to an undertaking signed by the subsidiary proprietor who shall be fully responsible for any or all damages arising from such works.

APPLICATION FOR HOUSE MOVING

Terms and Conditions

1. Prior Notice

1.1 The applicant shall submit to the Management the prescribed application Form HR1, seven (7) days' prior to any house moving.

2. Working Hours

2.1 Removals can only be carried out within the following times:

Mondays to Fridays - 9:00am to 5:00pm

- 2.2 No removal shall be allowed to be carried out on Saturdays, Sundays or Public Holidays.
- 2.3 The applicant shall obtain prior written approval from the Management in the event of a need to carry out work beyond the hours specified in Clause 2.1 and provided the work does not affect the peaceful environment of other subsidiary proprietors.

3. Deposit

3.1 The applicant shall ensure that the appointed contractor pay a deposit of \$\$1,000.00 which will be refunded, without interest and subject to compliance with all the conditions stated herein and to all claims by the Management for damage to the common property and properties of the subsidiary proprietors in the building. In the event of the deposit being insufficient to meet the claim of the Management, the applicant and the contractor shall compensate and pay to the Management the difference between the said deposit and the amount so claimed by the Management. The said deposit shall be forfeited if any of the conditions stated herein are not complied with.

4. <u>Security</u>

- 4.1 All workers of the applicant's contractor and that of its listed sub-contractors shall inform the security officer at the security desk of their intention to enter the condominium to carry out the work and to collect the contractors' passes.
- 4.2 The applicant shall be responsible for the good conduct and behaviour of all workers of his contractor and that of its listed sub-contractors while they are in the condominium.
- 4.3 No worker shall be allowed to loiter in any places other than the strata lot where the removal is being carried out.
- 4.4 Any worker found misbehaving or refusing to comply with the security procedures will be removed from the condominium and barred from entry.
- 4.5 All workers shall display the contractors' passes at all times within the condominium.

5. <u>Lift</u>

- 5.1 The applicant shall ensure that adequate protective covers are put up inside the lift car, and flooring and lobby when conveying furniture and fittings to and from the apartment unit. The applicant at his expenses shall provide the said protection.
- 5.2 No heavy machinery is allowed in the lift. (maximum load 800kg)

6. <u>Cleanliness</u>

- 6.1 The applicant shall maintain the general cleanliness of the common property used by his workers and sub-contractors. He shall ensure that any common property soiled by his workers and that of his sub-contractors, is cleaned up immediately to the satisfaction of the Management.
- 6.2 No debris is allowed to be placed in the common property.
- 6.3 All debris must be removed from the common property upon completion of work by the end of each working day or a sum of not less than S\$200.00 is to be paid to the Management to have the debris removed.

APPLICATION FOR USE OF CLUBHOUSE BARBECUE PIT/POOLSIDE PARTY

		Block No.:, Unit No.: #	
Name of Applic (Subsidiary pro	cant: oprietor)	
Telephone No:		(H)	(O)
I wish to hold a	a functio	on utilizing the above facility on:	
Date	:		
Time	:	From: am/pm	pm

I agree to abide to the following conditions:

- 1. The function will end at 3:00pm /11:00pm (delete where appropriate);
- I will ensure that my guests do not litter the grounds. All refuse, waste food, etc. will be disposed off in watertight plastic bags provided by myself and properly deposited into the litterbins provided by the Management;
- 3. I will ensure that noise is kept to a reasonable level and does not disturb the peace, causing annoyance to other subsidiary proprietors;
- 4. I will bear full responsibility for any damage caused, and ensure that the premises are left in a clean condition.
- 5. That I will indemnify the Management against any claims, actions, demands and/or other consequences whatsoever in the event of any accidents/mishaps.
- 6. The party has to be confined within the designated area unless prior permission has been obtained.
- 7. Other subsidiary proprietors will be given easy, unencumbered access to swimming pool, gymnasium and squash court.

I understand and accept the above mentioned conditions and enclose a cheque ______for \$200.00 as a deposit.

Signature of Applicant

APPLICATION FORM FOR RENOVATION

Block No.: ______, Unit No.: #_____

Name of Applicant:		
(Subsidiary proprietor)		

Telephone No: _____(H) ____(O)

I/We hereby request permission to carry out the following renovation and alteration works in Block No.: ______, Unit No.: #_____MIMOSA PARK.

I/We attach herewith the necessary plans and details of the works to be carried out and undertake to notify you of any revisions to these plans and details.

I/We have read the above conditions precedent to the issue of a renovation permit.

I/We agree to abide by all the Terms and Conditions stated therein.

Kindly let us have your early approval.

Yours faithfully,

Signature of Applicant (Subsidiary proprietor)

Date

Note: Any modification pertaining to the structure of the building <u>MUST</u> be accompanied with a Professional Engineer's Certification.

APPROVAL FORM FOR RENOVATION

Block No.: ______, Unit No.: #_____

To The Applicant, Block No.: ______, Unit No.: #_____ MIMOSA PARK Singapore

Dear Sirs,

We refer to your application for renovation dated ______ and are pleased to inform you that approval is herewith granted to you to carry out the following:

Please request that your contractor/s complete the attached 2 copies of the Renovation Permit Form and submit them together with a cheque for S\$2,500.00 being deposit for the renovation permit. Please make the cheque payable to "MCST 493' before commencing work.

Please note that no works other than those specified above can be carried out.

Yours faithfully,

Signed for and on behalf of	
THE MANAGEMENT CORPORATION S T PLAN NO 49) 3

RENOVATION PERMIT

Block No.:	, Unit No.: #
Particulars of Contractor	
Name of Company	:
Address & Telephone Number	:
Name of Company Representative	:
Person to Contact (in case of emergency)	:
Pager Number	:
List of Sub-Contractors:	1
	2
	3
	4
Estimated Period of Work: From	То
Deposit Paid S\$	Cheque No
Signature of Applicant/Date:	
Name of Applicant:	

FOR OFFICIAL USE

Application is granted and approved subject to the Terms and Conditions stated in "Application for Renovation".

Name & Signature of Approving Officer

FORM RN4

MIMOSA PARK

CONTRACTOR'S INDEMNITY FORM

(To be kept by the Condominium Manager)

The Contractor shall, in consideration of being permitted into the condominium to carry out renovations and alterations to Block No.: ______, Unit No.: #______, indemnify the Management against the cost of:

- (a) making good damage to common property;
- (b) removal of debris left on common property.

The Contractor will place a deposit of S\$2,500.00 with the Management before commencement of work. This sum is to be held as security for the cost of repairing damage to the common property or removal of debris. The deposit shall be refundable without interest after the Management is satisfied that there has been no damage caused to the common property.

Name and Address of Contractor	:
Telephone Number	:
Name & I/C Number of Contractor	:
* Cash/Cheque Number	:

I/We will undertake to provide full and total protection to the lift car panels and floor and lift lobbies with canvas padding when transporting materials, etc.

Signature of Contractor		Date	
FOR OFFICIAL USE			
Unit Visiting	:		
Name of * Owner/Resident	:		
Detail of works	:		

IRREVOCABLE LETTER OF INDEMNITY

Date: _____

MCST 493 51 Mimosa Road Mimosa Park SINGAPORE

Dear Sirs,

MIMOSA PARK IRREVOCABLE LETTER OF INDEMNITY

I/We, _____

Holder/s of NRIC/Passport Nos.,_____

The Purchaser/s of Block No.: ______, Unit No.: #_____

HEREBY UNDERTAKE that I/we shall be solely responsible to make good any damage whatsoever and howsoever arising as a result of the renovation and alteration works carried out or to be carried out by me/us or under my/our name/s in respect of the said premises and I/we FURTHER UNDERTAKE AND RELEASE you from any liability whatsoever and howsoever arising from the aforesaid renovation and alteration works, and that in the event of such claims arising, I/we indemnify you from all claims, damages brought or instituted against you and shall bear all legal costs, expenses incurred or to be incurred by you as a result of defending such claims or actions.

DATED THIS ______ DAY OF _____2004

Signature/s

REFUND OF RENOVATION DEPOSIT

	Block No.: ,	Unit No.: #			
Name (Subsi	of Applicant: idiary proprietor)				
Date o	of Completion of Work:				
Depos	it Paid: S\$				
The re	enovation works in the abovementioned un	it have been completed.			
[]	[] There is no damage caused to the common property. Please refund the full deposit to:				
[]	The following damage to the common pr	operty was caused:			
	Please deduct a sum of S\$	and refund the balance of S\$ to:			
Signat	ure of Approving Officer	Date			
ACKN	OWLEGEMENT				
l,		NRIC/Passport No:			
confirm	ned that I have received the Cheque (No:_) for S\$,			
being	the refund of the Renovation Deposit from	the Management Office on			

Signature of Recipient

APPLICATION FORM FOR HOUSE MOVING

	Block No.:	, Unit No.: #
Name ((Subsid	of Applicant: diary proprietor)	
Teleph	one No:	(H)(O)
I/We he Unit No	ereby request permission to carr b.: #, MIMOSA P	y out removal works in Block No.:, ARK. The particulars of the house removal are as follows:
1)	DATE OF HOUSE MOVING	
	From	to
2)	NAME OF CONTRACTOR	
	Company Name	:
	Name of person in charge	:
	Contact Numbers (Office)	:
	(Pager)	:
Kindly	let us have your early approval.	

I/We have read the above conditions pursuant to the issue of a Removal Permit.

I/We agree to abide by all Terms and Conditions stated therein.

Signature of Applicant (Subsidiary proprietor)

APPROVAL FOR HOUSE MOVING

Block No.: ______, Unit No.: #_____

To The Applicant, Block No.: ______, Unit No.: #_____ MIMOSA PARK Singapore

Dear Sirs,

We refer to your application for house moving, dated ______ and are pleased to inform you that approval is herewith granted to you to carry this out on the following dates:

_	_
From:	To
110111.	10.

Yours faithfully

Signed for and on behalf of THE MANAGEMENT CORPORATION S T PLAN NO. 493

FORM HR3

MIMOSA PARK

PERMIT FOR HOUSE MOVING

Block No.:	, Unit No.: #
Particulars of Contractor	
Name of Company	:
Address & Telephone Number	:
Name of Company's Representative	:
Person to Contact (in case of emergency)	:
Pager Number	:
List of Sub-Contractors	1
	2
	3
	4
Estimated Period of Work From _	То
Deposit Paid S\$	Cheque No
Signature of Applicant	Date

FOR OFFICIAL USE

Application is granted and approved subject to the following Terms and Conditions stated in "Application For House Moving".

Name & Signature of Approval Officer

CONTRACTOR'S INDEMNITY FORM

(To be kept by the Condominium Manager)

The Contractor shall, in consideration of being permitted into the condominium to carry out household removal works at Block No.: ______, Unit No.: #_____, indemnify the Management against the cost of:

(a) making good damage to common property;

(b) removal of debris left in common property.

The Contractor will place a deposit of S\$1,000.00 with the Management before commencement of work, held as security for the cost of repairing damage to the common property or removal of debris. The deposit shall be refundable without interest after the Management is satisfied that there was no damage caused to the common property.

Name and Address of Contractor

I/We will undertake to provide full and total protection with canvas padding to the lift car panels and floor and lift lobbies when transporting materials, etc.

Signature of Contractor
Date

FOR OFFICIAL USE

Block/Unit Visiting

:

Name of * Owner/Resident

* Please delete as appropriate

REFUND OF HOUSE MOVING DEPOSIT

	Block No.:, Unit No.: #				
	of Applicant: idiary proprietor)				
Date o	of Completion of Work:				
Depos	sit Paid: S\$				
The h	ouse removal in the abovementioned unit has been completed.				
[]	There is no damage caused to the common property. Please refund the full deposit to:				
[]	The following damage to the common property was caused :				
	Please deduct a sum of S\$ and refund the balance of S\$ to:				
0:					
Signat	ture of Approval Officer Date				
<u>ACKN</u>	IOWLEGEMENT				
I,	NRIC/Passport No:				
confirr	ned that I have received the Cheque (No:) for S\$,				
being the refund of the House Moving Deposit from the Management Office on					

Signature of Recipient

RESIDENT'S RECORDS

To facilitate the management of and security in the condominium, and to plan for recreation and social activities for the subsidiary proprietors, it is necessary that a complete and accurate record of subsidiary proprietors be kept.

All subsidiary proprietors are therefore requested to complete the following pro-forma and return the same to the Management Office as soon as possible together with two identity card size photographs of each occupant of the apartment with the name written on the reverse side of the photographs.

В	lock No.:	, Unit No.: #			
APPLICANT'S NAME (II	N FULL):				
* OWNE	ER []	* TENANT []	(*Please tick one)	
COMPANY'S NAME	:				
COMPANY'S ADDRESS:					
TELEPHONE NO. (Resi	idence):		(Office)	:	
SPOUSE'S NAME	:				
LEASE EXPIRY DATE	:				

Signature of Applicant

OTHER OCCUPANTS/SUBSIDIARY PROPRIETORS IN THE APARTMENT

	NAME	SEX	AGE	RELATIONSHIP TO APPLICANT
* 1.				
* 2.				
* 3.				
* 4.				
* 5.				
* 6.				

NOTE : * Attachment of photographs for Applicants 1 to 6

Applicant 1	Applicant 2
Applicant 3	Applicant 4
Applicant 5	Applicant 6

APPLICATION FORM FOR CAR PARK LABEL

		Block No.	:	, Unit No	o.: #	_
Name	:				NRIC/Passport N	lo:
Unit: _					Tel/Fax No.:	
Please	e tick the	following:				
()	<u>Collec</u>	tion of Car Park La	abel:		Official F	Record
	First V	ehicle No.	:		Serial No	D.:
	Secon	d Vehicle No.	:		Serial No	D.:
()	<u>Replac</u>	cement of Car Par	k Label D	Due To :		
	() () ()	Loss Damage Change of Vehic	cle			
		Existing Vehicle	No. :			
		New Vehicle No	. :			
		New Serial No.	:			
NOTE	S: A re	placement charge	of S\$20.	00 for a lost la	bel.	
Signa	ture				Date	
FOR	OFFICIA	L USE				
No. of	labels ta	aken :				
Total	Deposit :	S\$			Payment : S\$	
Cash/Cheque No. :				Official Receipt No. :		
Approved By :				2		
Nome	& Siana	ture of Condomini	um Mono	aor		

45

Name & Signature of Condominium Manager

Date

FORM CP1