





## RULES AND REGULATIONS

(Extract From Resident's Handbook & By-Laws)

### A. CAR PARKING

- 1 An owner or lessee who occupies an apartment in **EVERGREEN PARK** and owns a vehicle shall be entitled to a car park label.
- 2 A car park label shall be issued only after an application has been made to and approved by the Management.
- 3 The categories of car park labels are as follow:
  - 1st Car : UPASS Label
  - 2nd & 3rd Car : UPASS Label
- 4 All applicants are required to produce documentary proof of ownership and residence i.e., Vehicle Registration Book, Company Certification Letter (for company car), Lease Agreement (if tenanted), insurance, etc. Residents are also required to update their addresses in the vehicle log books before the collection date.
- 5 For 2nd and 3rd cars, application is on a first-come-first-serve basis and subject to the availability of car park lots. In the event of shortage of car park lots, balloting shall be carried out. A monthly parking fee of \$48.15 (inclusive GST) shall be payable on quarterly basis.
- 6 The Management reserves the right to reject any car park label application at its discretion. Applications, if approved, are subject to cancellation at the Management's discretion. The Management's decision shall be final.
- 7 The car park is strictly not transferable.
- 8 A resident is required to notify the Management when he has changed his vehicle so that a fresh car park label can be issued in exchange of the old one.
- 9 Loss of car park transponder/ label must be reported to the Management in writing immediately. The replacement cost for each lost or defaced transponder is \$53.50 (inclusive GST)
- 10 The car park label shall be displayed prominently on the front windscreen, on the driver's side of the vehicle.
- 11 Only vehicles with valid car park label will be entitled to a car park lot designated for use by residents.
- 12 Vehicles shall park within the confines of the car park lots.
- 13 Handicap car parking lots are designated exclusively for its proper use only.
- 14 Visitors' vehicles are not to be parked overnight within the precincts of **EVERGREEN PARK** unless prior written notice has been given and written approval has been obtained thereof from the Management or Security Supervisor.
- 15 Visitors' vehicles are to be parked at car park lots designated for visitors.
- 16 All vehicles parked in the estate are parked at the owners' risk. The Management shall not be responsible for any theft, damage or demeanour caused to the vehicles and/ or their contents.
- 17 Residents shall ensure that no damage is caused to the fittings and fixtures in the car park and shall be liable should any damage be caused.
- 18 All rules and regulations governing car parking shall be observed at all times.

### B. WHEEL CLAMPING

- 1 A subsidiary proprietor shall not park or leave any vehicle on the common property without the approval of the Management.
- 2 Any vehicle that is parked in a reserved car park lot must display at all times, a valid car park label issued for that vehicle and for the apartment unit, otherwise one or more of its wheels will be locked by a wheel-clamping device.
- 3 Any vehicle that is parked in an unauthorized area or in any manner causing obstruction or in such manner as to amount to a violation of the rules herein is liable to have one or more of its wheels locked by a wheel-clamping device.
- 4 The Management shall not be liable for any damages howsoever caused to any vehicles immobilized by its agents or anyone so authorized arising from the breach of the By-Laws.
- 5 The registered owner/ driver of any vehicle immobilized shall pay a fee of **\$107.00 (inclusive GST)** to have the wheel-clamping device removed, failing which the vehicle shall remain immobilized.
- 6 If the vehicle is parked with the wheel clamp overnight or for more than one day, the wheel clamp shall only be removed on payment of a surcharge of **\$53.50 (inclusive GST)** per day in addition to the aforesaid payment.
- 7 All unauthorized vehicles parked at the building or illegal parking will be clamped. An administrative fee of **\$107.00 (inclusive GST)** on each occasion will be charged to release the clamp. The Management shall not be responsible for any damage(s) caused to the vehicle during the course of clamping.



**C. OVERNIGHT PARKING BY VISITORS**

- 1 A visitor's pass shall be issued to a subsidiary proprietors' visitor upon the entry of **EVERGREEN PARK**. Visitor's pass shall be displayed visibly on the windscreen dashboard.
- 2 Visitors are allowed day parking only. Overnight parking requires registration with the security guards with name, IC number, and address of visitor and subsidiary proprietor's **EVERGREEN PARK** unit number. Otherwise, it will be clamped after 12.00 am in the morning. Absolute discretion is given to the Management for any special provision.
- 3 Car parking at the premises is at your own risk.

**E. BY-LAWS GOVERNING THE USE OF CAR PARK DRIVEWAY**

- 1 A subsidiary proprietor or occupier of a lot shall at all times observe and abide by the vehicular traffic direction whilst driving in the estate and shall not drive the motor vehicle in such a manner against the traffic direction or any other manners that endanger the safety of other subsidiary proprietors, occupiers or visitors; and
- 2 Any subsidiary proprietor or occupier who is in breach of clause (a) above will be served with a first reminder letter. For repeated offenders, a total of 2 more reminders including 1 final warning letter will be given. If the offender continues to be in breach of the aforesaid by-law after the final warning letter is issued, the Management Council shall, after convening a Council Meeting, decide at its sole discretion to proceed with legal action to compel the recalcitrant subsidiary proprietor or occupier concerned to comply with this by-law.
- 3 And in the event that legal action is decided by the Management Council to apply to the court for an order to restrain the breach of this by-law in accordance with section 32 (10) of the Building Maintenance & Strata Management Act 2004 ("BMSM Act 2004"), the defaulting subsidiary proprietor or occupier shall pay all costs and expenses including legal costs on an indemnity basis and solicitor and client basis to be incurred by the Management Corporation and, should the costs remain unpaid after 30 days from the date of invoice sent to the defaulting subsidiary proprietor or occupier, the outstanding monies shall be recovered as a debt by the Management Corporation under the provisions of the BMSM Act 2004.