

COMMUNITY RULES

1. DEFINITIONS

Unless otherwise stated below, capitalized terms shall have the meaning set out in the Jointly Owned Property Declaration.

- 1.1 **Occupier** means any person occupying a Unit owned by an Owner, including such Owner's lessees, tenants, domestic servants, agents, employees, and family members.
- 1.2 **Owners' Association** means the association of all the Owners in any Jointly Owned Property in the Project.
- 1.3 **Relevant Authority:** means the governing authorities of the Emirate of Dubai including but not limited to Roads and Transport Authority, Dubai Electricity and Water Authority, Civil Defense, Municipality, Real Estate Regulatory Agency, Dubai Land Department, Police, Immigration, and any other government body that has jurisdiction over the Project.
- 1.4 **Violation Notice** means a formal notice informing a person that the Rules have been violated and where applicable requesting corrective action that will stop the violations. A Violation Notice may also result in or be accompanied by a Violation Penalty
- 1.5 **Violation Penalty** means a penalty issued in relation to a Violation Notice and may include monetary fines and/or the reporting of the violation to the Relevant Authorities.

2. GENERAL RESTRICTIONS

Without limitation to any other remedies available under Applicable Law, Owners and Occupiers may be issued a Violation Notice and /or a Violation Penalty by the Owners' Association or by its Association Manager for any violation of the following Rules. Owners shall be responsible for reimbursing the Owners' Association for costs and expenses incurred by it as a result of any breach of these Rules by the Owner or its Occupiers.

2.1 Pets

- 2.1.1 Only domestic animals such as dogs, cats, birds and fish may be brought into or kept as household pets within the Project, provided that they are not kept or raised for commercial purposes, nor, as determined by the Owners' Association, kept in unreasonable quantities.
- 2.1.2 Pets must be cared for in a humane manner and provided with adequate shelter, food and water in accordance with best international practices on animal care.
- 2.1.3 All dogs must be kept on a leash within the Project when not within the boundary walls of a Unit.
- 2.1.4 Any dog faeces deposited in the Project shall be promptly removed and disposed of in a sanitary manner by the dog handler. Dog handlers are deemed to include resident domestic employees and any other persons that exercise the pet.
- 2.1.5 Each Owner shall ensure that its pets, if any, do not make a noise or foul property such as to disturb any other Owner, Occupier or Invitee or the Master Developer, or otherwise constitute a nuisance.
- 2.1.6 All pets must wear appropriate identification at all times when outdoors.

2.1.7 Upon written request of any Owner or Occupier, the Association Manager shall receive instruction from the Board to conclusively determine in accordance with these Rules whether an animal is a domestic household pet, whether an animal is making an unreasonable amount of noise, or whether an animal is a nuisance. The decision of the Board in such matters is final and conclusive.

2.2 Offensive Activities

2.2.1. Nothing shall be done in any Unit or Common Areas which is noisome, unsightly, injurious, objectionable, illegal or detrimental, a public nuisance or a source of damage or disturbance to any other Owner, Occupier or Invitee or to the Master Developer, and in particular but without prejudice to the generality of the foregoing Owners and Occupiers shall not and shall procure that their Invitees shall not:

- (i) permit the generation of loud or disturbing noise from any car, motorcycle, boat engine, or musical or electrical device;
- (ii) permit the escape of any offensive odours, smoke or vibrations;
- (iii) obstruct the views or light of any other Owner;
- (iv) do or maintain on any part of the Project anything which may interfere with the quiet enjoyment of any Owner or Occupier.

2.2.1 Noise from mechanically operated appliances, garden tools and the like must be maintained within reasonable levels and (with the exception of appliances providing any essential services, as may be determined in the discretion of the Owners' Association,) is only allowed between the hours of 8:00am and 8:00pm.

2.3 Hazardous Activities

2.3.1 Discharge of firecrackers and firearms including toy guns and air guns which can inflict damage on persons, animals or property are expressly prohibited within the Project.

2.3.2 No open fires shall be lit or permitted within the Project, except in a contained barbecue unit while attended for cooking purposes.

2.3.3 No Owner or Occupier shall store any dangerous or noxious material, or do or permit or allow to be done, any dangerous act in its Unit or in the Common Areas.

2.4 Waste Management

2.4.1 Dumping rubbish, garden cuttings, landfill, solid waste and any other type of refuse or unsightly or offensive materials is expressly prohibited within the Project.

2.4.2 Owners and Occupiers are responsible, at their own cost, for the removal of material referred to in from the Project, other than household waste and garden refuse packed in waste bags specific to this purpose and recovered by the waste removal contractors.

2.4.3 All garbage for pickup is to be placed inside rubbish containers provided with each Unit. Garden waste will only be collected by the garbage disposal contractor if placed in the appropriate waste bag.

2.4.4 Owners and Occupiers must make separate arrangements, at their own cost, for the disposal of large and/or heavy items.

2.4.5 Owners and Occupiers shall regularly remove all weeds, rubbish, debris, refuse, storage boxes, tools and unsightly objects or materials of any kind from their Unit and shall not allow such items to accumulate upon the Unit.

2.4.6 All service yards, or service areas, clothesline areas, sanitary containers or stored materials on any portion of a Unit shall be enclosed, fenced or screened appropriately (as approved by the Owners' Association) in such a manner that such yards, areas, containers and stored materials will not be visible from any neighboring property or the Common Areas.

2.4.7 No incinerator shall be kept on any Unit.

2.5 Littering and Vandalism

2.5.1 Littering and vandalism is expressly prohibited within the Project and the Owner shall be held liable for the cost of cleaning, repair or replacement resulting from any such prohibited activity carried out by Occupiers and Invitees of its Unit. All incidents of serious vandalism will be reported to Dubai Police.

2.5.2 In the event that the individual(s) causing the vandalism cannot be found, the costs to repair and reinstate may be included as a cost that will be recovered as Annual Service Charges.

2.6 Use Restrictions

2.6.1 Unless otherwise stated, Units in the Project are designated as residential units for the use of single families.

2.6.2 Each Owner and Occupier will use the Unit and any Common Areas only for its prescribed use and shall ensure that its activities are at all times conducted and carried out with due consideration and in such a manner so as to not unreasonably interfere with the peaceful use and enjoyment of other Owners and Occupiers.

2.6.3 No short-term letting or letting shall be permitted. For the purposes of these Rules, short-term letting is defined as leases that are less than six (6) months in validity.

2.6.4 No partitioning of a Unit for the purposes of letting out individual rooms is permitted.

2.6.5 The Owner is responsible for ensuring that all Occupants comply with all the requirements of these Rules.

2.6.6 Each Owner shall strictly adhere to the terms of easements and restrictions benefiting or burdening their Unit.

2.6.7 Each Owner and Occupier shall comply with all security procedures and directives implemented and issued from time to time by the Master Developer and/or the Owners' Association.

2.7 Household Staff

2.7.1 Household staff, including (but not limited to) housemaids, drivers, cooks, and gardeners should hold a valid residence visa issued by the UAE immigration authorities.

2.7.2 Owners and Occupiers are fully responsible if they are found accommodating household staff not directly sponsored by them. Owners and Occupiers in breach of such requirements are liable for criminal prosecution by the appropriate authorities as per applicable law.

2.8 Legal Compliance

2.8.1 Each Owner, Occupier and Invitee shall comply in all respects with the provisions of all laws, decrees and regulations from time to time in force in relation to the Unit or any Common Areas or anything done in the Unit or any Common Areas.

2.9 Liability

2.9.1 Neither the Owners' Association nor the Association Manager together or alone shall be liable for any injury or loss or damage of any description which any Owner or Occupant may sustain, physically or to its or their Unit, directly or indirectly, by reason of any defect in the Common Areas, its amenities or in the Units or for any act done or for any neglect on the part of the Owners' Association or the Association Manager and any of their employees, servants, agents or contractors.

3 USE OF FACILITIES

3.1. Recreation Areas

3.1.1. The Common Areas and facilities (if any) are for the exclusive use of Owners, Occupiers and permitted Invitees.

3.1.2. All persons using the Project's shared facilities and equipment including without limitation, the swimming pool, do so at their own risk and must adhere to the Rules and any regulations posted in various locations throughout the interior and exterior of the Common Areas

3.1.3. All children below the age of fourteen (14) years old must be supervised at all times by a parent or guardian aged eighteen (18) years or older to ensure that they comply with the Rules.

3.1.4. Owners and Occupiers wishing to hold private functions in any Common Areas of the Project must obtain prior permission of the Owners' Association. The Owners' Association may require the payment of a deposit and the Owners, Occupiers and any Invitees will be responsible for any damage or cleaning costs arising from the function.

3.1.5 The Owners' Association and/or the Association Manager reserves the right to close any of the facilities for maintenance or for special functions, tournaments or events.

3.2 Service Plant, and Structures

The service plant and all such other utilities contained within the Project and Common Areas are strictly out of bounds

4 VEHICLES & PARKING RESTRICTIONS

4.1. Access

4.1.1. Only bona fide Owners, Occupiers and Invitees are allowed into the Project.

4.2 Parking

4.2.1 Residents and their guests must use their garages as the primary location for parking their vehicles.

4.2.2 If necessary, vehicles may be temporarily parked for a maximum of four (4) hours on the curb side of the street. Parking on the pavements or gardens or any lawn area is strictly prohibited. Each Owner agrees that the Owners' Association may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned in the Common Area in breach of these Rules.

4.2.3 Unless otherwise stated in these Rules, oversized vehicles (being those that cannot fit within a residential Unit's garage) may not be parked on a street.

4.2.4 Owners shall ensure that with the exception of delivery and removal vehicles performing services for Owners and/or Occupiers, no trucks, trailers, boats or other heavy vehicles may be parked on the Common Areas without the prior written consent of the Owners' Association.

4.2.5 Vehicles are not to be parked in a manner which interferes with any entrance to or exit from either the Project or any Unit therein.

4.2.6 No dismantled or wrecked vehicle or equipment shall be parked, stored or deposited within the Project.

4.2.7 No trailer, truck, boat or recreational vehicle shall be used as a living area within the Project.

4.2.8 Each Owner agrees that the parking of vehicles upon the Common Area is subject to the express condition that every vehicle is parked at its owner's risk and responsibility and that no liability shall attach to the Owners' Association or the Association Manager or any of their employees for any loss or damage of whatever nature in consequence of the vehicle having been parked on the Common Area.

4.3 Road Usage and Road Safety

4.3.1 All Owners, Occupiers and Invitees shall abide by the speed limits and parking restrictions sign posted within the Project.

4.3.2 Any violation of the speed limits, parking restrictions or driving considered to be dangerous by the Association Manager or Owners' Associations shall be deemed to be a serious violation of the Rules and shall be dealt with accordingly.

4.3.3 The operation of dirt bikes, trail bikes, sand buggies, and non licensed motorised vehicles is not permitted anywhere in the Project.

4.3.4 Vehicles that drip fluids or that damage the streets are to be removed or repaired. The Owner will be responsible for the cleanup and/or repair or the reimbursement to the Owners' Association for the cleanup and/or repair.

4.4 Emergency or Temporary Maintenance and Construction Vehicles

4.4.1 The provisions of these Rules shall not prevent any emergency vehicle or ambulance from entering or operating within the Project.

4.4.2 The provisions of these Rules shall not prevent the reasonable operation or temporary use of construction trailers, cranes, vans, trucks, machinery/equipment, construction shelters or facilities maintained during and used exclusively in connection with the construction of the Project or of any improvement approved in writing by the Developer, Master Developer, and/or the Owners' Association/ Association Managers.

4.4.3 Repairs shall not be conducted to any vehicle of any kind in car ports or in Common Areas except for emergency repairs to the extent necessary to enable the vehicle to be moved to a proper repair facility.

5 MAINTENANCE AND AESTHETICS

5.1. Yards and Landscaping

5.1.1. It is the duty of each Owner, at its sole expense, to keep all landscaping, including shrubs, trees, grass and other plantings, neatly trimmed, cultivated and maintained, and to keep his/her Unit free of debris.

5.1.2. The Board and/or Association Manager at their sole discretion shall determine an acceptable condition of maintenance.

5.1.3. Major landscape improvements may not be implemented without the prior approval of the Board and/or Association Manager. Failure to obtain prior approval could result in removal, at the Owner's or Occupiers cost, of the unapproved improvements. Major landscape improvements shall be deemed to include irrigation systems, sheds, pergolas, swimming pools, shade structures, fences and gates whether temporary or permanent.

5.1.4. Owners and Occupiers are not permitted to sink water wells/bore wells, reverse osmosis or desalination plants anywhere on a Unit.

5.1.5. Discharge of wastewater or dumping of rubbish onto adjacent plots or elsewhere in the Project is strictly prohibited.

5.2 Pest Control

5.2.1 Each Unit should be routinely treated to control pests. This shall include but not be limited to the regular cleaning of any water feature on a Unit to ensure that mosquito or other pestilence does not breed in the water feature.

5.2.2 The Owners' Association will be responsible, on an on-going basis, for pest control of all the Common Areas of the Project.

6 HOME APPEARANCE

6.1. Windows

6.1.1. Windows are not to be covered by paper, paint, tinfoil, sheets, or similar items.

6.1.2. Window screens must be maintained in good condition. Damaged screens are to be repaired or replaced by the Owner or Occupier.

6.1.3. The installation of safety screening at the windows or balconies requires the approval of the Owners' Association prior to installation.

6.2 Exterior Attachments

6.2.1 Outside television, radio, satellite or similar types of antennae may only be located on Units where they are not visible from the street, Common Areas and neighboring Units and balconies. The cabling for such antennas must be neatly channeled in appropriate conduit or ducting such that they are not visible from the Common Areas and neighboring Units and balconies.

6.2.2 No Owner or Occupier shall place or do anything on any part of its Unit, including the balconies and patios thereof which, in the opinion of the Owners' Association or Association Managers, is aesthetically displeasing or undesirable when viewed externally.

6.2.3 Any alterations should be carried out at reasonable hours and shall not cause any undue disturbance to neighboring Owners or Occupants.

6.2.4 Other than reasonable signage for sale or lease of a Unit, no advertisements, signs, billboards or public material may be displayed on any Unit without the prior written permission of the Owners' Association and then only upon the terms and conditions contained in such permission.

6.3 Holiday/Celebration Decorative Lighting

6.3.1 Temporary holiday or festival lighting is permitted in individual Units during festive and national holidays.

6.3.2 Flashing decorative lights are not permitted. White colour string lights are preferred. The appropriateness of decorative lighting will be determined by the Association Manager.

6.3.3 Lighting or decorations causing complaints from neighboring residents must be turned off or removed upon request.

6.4 Patios and Balconies

6.4.1 Balconies and patios must not be used for storage of any units, boxes, refuse, unused furniture, cabinets, cartons, automobile parts, recyclable materials, recycling containers, clotheslines, clothes, drying racks, barbecue grills and/or other equipment, bicycles, or any children's play equipment so as to be visible to other Owners,

6.4.2 Rugs, drapes, towels, clothing or other articles shall not be draped or hung on balcony railings, patio walls, from windows, or from clotheslines which are visible above the patio walls.

No items on the balcony may extend higher than the balcony wall, including personal items, except hanging or potted plants, patio tables, umbrellas, wind chimes and bird feeders. All of these must be kept in good condition and be aesthetically agreeable. Any resulting damage to the exterior of the residence caused by the installation of hooks or attachments for the purpose of hanging decorative items will be the responsibility of the Owner of the Unit.

6.4.3 The storage of any combustible items on the patios, balconies, or hot water heater closets is strictly prohibited.

6.4.4 No Owners or Occupier shall make any improvements to a balcony, entry or patio or similar area unless and until the plans are approved in advance by the Owners' Association.

6.5 Home Maintenance and Improvement

6.5.1 The Owners' Association controls and regulates the construction of alterations or improvements within the Project. Accordingly, no Owner or Occupier shall build, construct, erect or install any improvements on his Unit without complying with the Architectural Guidelines (if any) set down by the Owners' Association or without the prior written consent of the Owners' Association.

6.5.2 Each Owner agrees that in the event of damage to or destruction of structure on or comprising his Unit, the Owner shall promptly proceed to repair or to reconstruct in a manner consistent with the original construction or such other plans as are approved by the Master Developer and/or Owners' Association. Owners shall pay all costs which are not covered by insurance proceeds. If the Owner fails to comply with this provision and such failure persists for a period of thirty (30) days after written notice to repair or maintain is given, the Owners' Association shall be entitled to remedy the matter in such manner as it deems fit and to recover the cost of doing so from such Owner.

6.5.3 Except for the purposes of proper maintenance and repair, and as otherwise permitted under these Rules, no owner or Occupier shall build, construct, erect, install or undertake any alteration or improvement without first submitting appropriate plans and specifications to the Association Manager and obtaining the approval of the Owners' Association.

6.5.4 Each Owner shall ensure that its Unit's external walls are properly maintained. External painting of any Unit shall be performed in a manner that matches the existing colours of the Unit unless expressly agreed and approved by the Owners' Association.

7 RESTRICTED COMMON AREAS

7.5 Access to the following areas forming part of the Common Areas shall be restricted and maybe locked for security purposes:

7.5.1 substations, switch rooms or control panels;

7.5.2 fire service control panels;

7.5.3 other Utility Services servicing the Units and the Common Areas; and

7.5.4 any areas used by the Owners' Association for storing plant and equipment or other items used for the performance of their duties.