

COMMUNITY RULES

Residential Community Rules

RULE 1 PRELIMINARY

1.1 Citation

These Community Rules may be cited as the Rules.

1.2 Severability

If any Rule or part of a Rule is or becomes void or unenforceable then that Rule or part will be severed from these Rules, to the intent that all parts of these Rules that are not or do not become void or unenforceable will remain in full force and effect unaffected by any severance.

1.3 Interpretation

In these Rules, except to the extent that the context otherwise requires:

- words importing the singular include the plural and vice versa and words importing any gender include the other genders;
- reference to any person includes reference to any individual, company, owners association, association, partnership, firm, joint venture, trust and governmental agency;
- reference to a law or to any regulation will be read as if the words “and any legislative modification or re-enactment of it or substitution for it” were added to the reference.

(b) Headings will be disregarded in the interpretation of these Rules.

1.4 Definitions

In these Rules:

- “**Association Manager**” means the representative appointed from time to time by the Owners Association pursuant to the Constitution;
- “**Liwan Master Community Declaration**” means the scheme adopted by the Master Developer for the management, administration, maintenance, service provision and control of the Project;
- “**Common Parts**” has the same meaning as set out in the **Liwan Master Community Declaration**;
- “**Common Use Facilities**” has the same meaning as set out in the **Liwan Master Community Declaration**;
- “**Company**” means Al Mazaya, its successors, assigns and nominees and includes where the context allows, the servants and agents of that company (the developer of the Project);

- “Constitution” has the same meaning as set out in the Community Declaration;
- “Contractor” means any contractor engaged from time to time by the Association Manager, including (without limitation) the person engaged to collect and dispose of garbage;
- “Landscape” means hard and soft landscaping;
- “Master Community” means the entire Master Community known as Liwan developed in Dubai Land, Dubai, United Arab Emirates;
- “Master Community Rules” means the community rules for the Master Community, which shall prevail if there is a conflict with these Rules;
- “Master Developer” means Liwan LLC and its nominees, successors, successors in title and assigns (if applicable);
- “Occupier” means the legal occupant from time to time of a Unit and includes where the context allows tenants, guests, invitees, servants, agents, employees and contractors;
- “Owner” means a registered owner of a Unit and includes where the context allows, that person’s tenants, guests, invitees, servants and agents;
- “Owners Association” means the building’s Association established pursuant to the Constitution;
- “Project” means all that land and the building constructed thereon on the plot including all Units and Common Parts;
- “Rules” means the community rules as set out in this document and such further rules and regulations the Association Manager may make from time to time;
- “Vehicle” includes a motor cycle;
- “Unit” has the same meaning as set out in the building Community Declaration including all Units and Common Parts;
- “You” or “you” means an Owner and an Occupier. A reference to “your” has a corresponding meaning.

RULE 2	GENERAL
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2.1	Amendments
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These Rules may be amended by the Association Manager from time to time. Amendments will come into effect at the date of adoption and from that date will form part of these Rules.

RULE 3 USE OF UNITS

3.1 Residential Use Only

- (a) A Unit may only be used for residential purposes.
- (b) You must use the Unit solely and exclusively for residential purposes and not for any other purpose without the prior written consent of the Association Manager. You must not use or occupy nor permit the immoral or unethical or hazardous purpose or for any purpose or in any manner in violation of the laws of the United Arab Emirates, including bachelor or staff accomadaion resulting in unit over occupation.

3.2 Balconies

- (a) Balconies may not be used for storage or hanging clothes. No carpeting of balconies/patios is allowed unless approved by the OA. In accordance with local laws and safety concerns, no grilling, cooking or any open flame including incense burners is permitted on balconies, or garages. It is not permitted to run electric cords from the apartment to a balcony or patio area.
- (b) Bird feeders and feeding of other animals are prohibited. Plants are permitted but Residents are expected to put protection under plants to prevent water or dirt from staining the balcony or leaking to any other balcony or patio area. Residents will be responsible for any water or material falling from a balcony area or damage done to a balcony or patio.
- (c) Care should be taken with pots to use natural dirt and planting material that is not flammable. Some fertilizers and potting material are combustible when placed in heat or sun and should not be used in the balcony or patio area. Enclosing the Balcony is not permitted.
- (d) It is prohibited to hang plantry pots on the balconies

RULE 4 LANDSCAPING

4.1 Prohibition against destruction

You must not:

- (a) wilfully injure, ring bark, cut down, top, lop, remove, damage or destroy any trees, plants or other growing thing or landscaping (collectively “Landscape”) within the Project;
- (b) otherwise partially or totally remove any of the Landscape (whether or not entered in the register) except with the prior written approval of the Association Manager given in accordance with these Rules or the Liwan Master Community Declaration.

RULE 5 REPAIRS, MAINTENANCE AND ALTERATIONS

5.1 Owner to Maintain etc.

You must:

- (a) maintain in a clean condition the interior of your Unit and take all practicable steps to prevent infestation by vermin or insects; and
- (b) Windows are not to be covered by paper, paint, tinfoil, sheets or similar items.
- (c) keep all windows in your Unit clean and promptly replace with fresh glass of the same kind, colour and weight if broken or cracked.

The Association Manager is entitled to instruct its own cleaners to carry out cleaning in such cases and all expenses shall be levied against the offending Owner or Occupier.

5.2 Consent Required (Work Permit)

You must not without the prior written consent of the Association Manager:

- (a) carry out structural alterations to your Unit;
- (b) alter gas, water, drainage, sewerage or electrical connections and services on or to your Unit;
- (c) in any way attempt to enclose or partially enclose any balcony or other open structure which forms part of your Unit;
- (d) alter the external colour scheme or other improvements upon your Unit; or
- (e) alter in any way the external appearance of your Unit except in the ordinary course of maintenance and upkeep of the Unit and in compliance with any other relevant Rules.

As a condition of approval to any applications, the Association Manager may also require the Owner to provide a security bond to the Owners Association to ensure compliance with all development conditions included in any approval granted by the Owners Association. The terms for the provision of the security bond will be determined by the Association Manager on a case by case basis.

RULE 6 USE LIMITATIONS

6.1 Limitations

You must not obstruct any roadway provided for the carriage of Vehicles within the Project or Master Community so as to prevent the passage of any Vehicle over the roadway.

6.2 Signs prohibited

- (a) You shall not affix, paint or display on the exterior of the Unit any lettering, sign, advertisement, nameplate, banner, cut-out, placard, poster, loudspeaker, radio, television or wireless mast or antenna, satellite dish, awning or other projection in or on the Unit or visible from the outside of the Unit .
- (b) If any lettering, sign, advertisement, nameplate, banner, cut-out, placard, poster, loudspeaker, radio, television or wireless mast or antenna, satellite dish, awning or other projection is placed or displayed in breach of this Rule, the Association Manager shall be entitled to forthwith remove the same, and if within the Unit, the Association Manager shall be entitled to enter the Unit to remove the same, and recover from you on demand all costs and expenses incurred by the Association Manager for such removal.
- (c) The Association Manager has the exclusive right to control all public space advertising and all promotional signage upon or within the Common Parts and to erect and display advertising and signage within those locations at its sole discretion.

6.3 Nuisance

- (c) You must not carry out any noxious or offensive trade or activity on any Unit nor do or permit to be done on it anything which:
 - (i) may be or become an annoyance or nuisance to the Project or Owner or Occupier; or
 - (ii) may in any way interfere with the quiet enjoyment of another Unit by its Owner or Occupier's or
 - (iii) no sound device (except security or warning devices used exclusively for such purposes) power equipment, power tool or any item which may unreasonably interfere with television or radio reception to any Unit, is used without the prior written consent of the Association Manager;
 - (iv) no noisy or smoky Vehicle or unlicensed off-road Vehicle is used or parked on or in the Project, or exposed to the view of any other Owner or Occupier, without the prior written consent of the Association Manager;
 - (v) noise from power tools is only emitted from a Unit during the hours of 8:00 AM to 6:00 PM;
 - (vi) all musical instruments, radio receivers, record, cassette or disc players, television sets and the like are controlled so that the sound emanating from them is at a reasonable level and will not cause annoyance or disruption to Owners and Occupiers of other Units; and
 - (vii) if noise within your Unit is unavoidable, take all practical measures (including closing all doors, windows and curtains/blinds to your Unit) to minimise annoyance or disruptions to other Owners and Occupiers.

6.4 Vehicles

- (d) You must not park any motor Vehicle other than wholly within the parking area designated for it, as directed by the Association Manager.
- (e) The Association Manager may from time to time issue written directions for parking of vehicles on the Common Parts. You must observe and comply with any such directions.

- (f) The Association Manager may delegate the function of enforcement of the rules and regulations or directions given by the Association Manager pursuant to this Rule to the facilities manager or other service provider duly appointed by the Association Manager to maintain the Common Parts and, where so delegated, the delegate

has all the powers and duties of the Association Manager with respect to parking of vehicles as the Association Manager has under these Rules.

- (g) You must not park or keep (or permit to be parked or kept) a vehicle of a commercial type (which includes, without limitation, a dump truck, cement mixer truck, delivery truck, bus or operable vehicle equipment, whether mobile or otherwise) within the Project except for the purpose and in the course of commercial deliveries.

6.5 Animals or pets

Residents must comply with the local municipality order, master community declaration before acquiring an animal. Owners are responsible for supervising their animal and the costs of any damages caused by your animal. Any owner complaints of animal odors, noise or other animal behavior that disturbs other Residents will be grounds for the Owner to ask you to remove your pet. Owners are responsible to have their animal on a leash, or in a container, or under Resident's control at all times. Small animals should be carried or placed in a pet carrier when in hallways, elevators, or other interior common areas. Owners are to provide proof that any cat or dog permitted is spayed or neutered. Residents must immediately clean up after any pet waste. Residents will be responsible for any damage caused by their animal.

6.6 Responsibility for invitees

You:

- (a) must take all reasonable steps to ensure that your invitees comply with the Rules. If you are unable for any reason to ensure such compliance, or your invitees do not comply, you must ensure that such invitees leave the Project immediately;
- (b) must take all reasonable steps to ensure that your invitees do not behave in a way likely to interfere with the quiet enjoyment of other Units or Common Parts by the Owners and Occupiers of the other Units or any other person lawfully using the Common Parts; and
- (c) are liable to compensate the Owners Association Management and any other relevant person (including other Owners and Occupiers) for all damage or injury caused by you or your invitees.

6.7 External Attachments

- (a) You must not allow any television, radio, antenna, dish device or any other devices to be erected, constructed or placed, or permit it to remain on your Unit or on the Common Parts unless and until it has been approved in writing by the Association Manager.
- (b) Residents are not permitted to tamper with any wiring related to the common area antenna and, if the Resident's problem appears to be with the central antenna, the matter should be reported to the office. This

installation of private antennas and “satellite dishes” is prohibited. Residents may not install any antennas, including “satellite dishes” or “mini-satellite dishes,” without complying with these special rules and obtaining advance approval of any installation in a separate agreement. Any installation without such prior approval is prohibited.

- (c) Nothing may be attached to the exterior of the unit or building without the approval of Owners Association management. Such items may include holiday/celebration decorations, decorative lighting, awnings, pergolas, shade cloth, shade or protective sheeting etc.
- (d) Temporary holiday or festival decoration or lighting is permitted and must be removed after the holiday or celebration. Lighting decorations causing complaints from neighbouring residents must be turned off or removed upon request.

6.8 Security

You:

- (a) may not install, or permit to be installed, any security system on any Unit or on Common Parts without the prior written consent of the Association Manager; and
- (b) must securely fasten on all occasions all doors and windows to your Unit when the Unit is left unoccupied and vacant.

6.9 Leasing

- (a) An Owner may let a Unit but only:
 - (i) by means of a written lease or tenancy agreement; and
 - (ii) if that lease or agreement obliges the lessee or tenant to comply with these Rules.
- (b) Each Owner who lets a Unit is to be responsible for ensuring compliance with the lease or tenancy agreement generally, but particularly as it relates to compliance with these Rules.

6.10 Delivery of goods

- (a) The delivery of goods, merchandise, equipment or articles of bulk delivery must be within normal working hours (8:00 A.M to 6:00 P.M) and with as little disruption as possible.
- (b) You must use trolleys, delivery carts, wheel barrows and the like for the delivery of goods, equipment or merchandise.
- (c) You must not use the passenger and service lifts and escalators for the delivery of goods, equipment or merchandise without the prior written consent from the Association Manager.

RULE 7 USE OF FACILITIES AND ACCESS

- (a) The Common Use Facilities are for the exclusive use of Owners, Occupiers and their guests. You must limit the number of guests using the facilities to ensure access for other Owners and Occupiers is maintained at all times.

- (b) All persons using shared facilities and equipment do so at their own risk and must adhere to the rules and regulations posted in various locations throughout the Project.
- (c) If you wish to hold a private function within any part of the Common Parts, you must obtain the prior written consent of the Association Manager to ensure that adequate access for other Owners and Occupiers is still reasonably maintained.
- (d) If the Association Manager provides its consent for you to hold the function, the Association Manager may require the payment of a security deposit from you. You will be responsible for all damage, liability, injury and costs (including cleaning costs) arising from the function. Without limiting the Association Manager's rights in this regard, the Association Manager may apply the security deposit towards the payment of any such costs or expenses that arise and demand payment of any shortfall from you.

RULE 8	SECURITY CONTROLS
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- (a) You must ensure your guests and invitees comply with all security arrangements that are in place for the Project.
- (b) The security arrangements may, at the discretion of the Association Manager, include (without limitation) the following:
 - (i) the issue of a security gate controller;
 - (ii) the issue of a barrier access card to gain entry into the Building;
 - (iii) the right to ask the identity of any person who is not an Owner or Occupier of a Unit; and
 - (iv) the right to remove any person from the Project who is causing a nuisance.

RULE 9	GENERAL WASTE DISPOSAL AND COLLECTION
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We encourage "recycling" waste materials wherever possible. In line with International best practice for waste management, the Association Manager is reliant on you to separate your waste streams into general waste, plastics, paper and cardboard, and green waste. You are required to implement effective waste sorting systems at the rubbish source within your unit to ensure that waste is effectively and consistently separated and disposed off.

- (a) You must:
 - (i) comply with the Rules and ordinances relating to the disposal of garbage *Chutes*
 - (ii) ensure that the health, hygiene and comfort of the Owner or Occupier of any other Unit is not adversely affected by the disposal of your garbage.
- (b) You must not:
 - (i) deposit or throw upon the Common Parts any rubbish, dirt, dust, landfill, rocks, landscape cuttings, solid waste or any type of refuse or other material on the Common Parts;

- (ii) accumulate anywhere on the Common Parts any rubbish, refuse, garbage or other waste material, even if the waste is to be collected at your expense. You are responsible at your own cost for the removal of such material from the Project other than general waste which is to be deposited in chute for collection by the contractor engaged by the Association Manager;
 - (iii) store within their Unit any rubbish, refuse, garbage or other waste material except in containers located in appropriate areas screened and concealed from view within a Unit and maintained so that odours do not emanate from such containers and they do not render any of the Project unsanitary, unsightly, offensive or detrimental;
 - (iv) bring upon, grow or maintain upon any part of the Project any plant or seed infected with noxious insects or plant disease;
 - (v) cause to be lit or light fires anywhere on the Project for incinerator purposes.
 - (vi) discharge any waste effluent, weed killers, car cleaning run-off, chemicals and detergents or any other harmful substances into any Unit, or onto the roads as these will drain into and pollute sewerage treatment facility; or
 - (vii) discharge into any drains, pipes, gullies, gutters, sewers, ducts, mains, channels, wires, cables, flues and any other conducting media of whatsoever nature any oil or grease or any noxious or deleterious effluent or substance that may cause an obstruction.
- (c) Any damage imposed, costs for cleaning or repair resulting from a breach of this Rule, or additional recycling costs imposed due to waste stream contamination are to be borne by the Owner or Occupier responsible for the breach.
- (d) Be sure the trash chute door is closed after depositing your trash. Place all trash in sealed plastic bags. This will keep the trash area neat and relatively free from odor. If the Owners Association Management has to pick up trash or litter identified to be yours, you may be charged a fee for each occurrence. Owners and residents must make separate arrangements at their own cost, for the disposal of large and/or heavy items.

RULE 10	NOTICE OF ACCIDENTS / DAMAGE TO PROPERTY
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10.1	Notification of accidents, repair
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- (a) You must notify the Association Manager promptly of any accident or defect in any part of the Common Parts water pipes, gas pipes, electric installations or fixtures that you become aware of.
- (b) The Association Manager may, at any time, examine the defective item and make such repairs or renovations as they consider necessary, and seek access to your Unit if reasonably required, for the safety and preservation of the Project as often as may be necessary.

10.2 Damage to the Common Parts

You must not mark, paint, drive nails or screw or the like into, or otherwise damage or deface any structure that forms part of the Common Parts, except with the written consent of the Association Manager.

10.3 Littering and Vandalism

The act of littering, graffiti or vandalism is prohibited anywhere within the Project. If you breach this Rule, you will be held liable for the cost of cleaning, repair or replacement resulting from any such activity. All incidents of serious vandalism will be reported by the Association Manager to Dubai Police for their further action.

RULE 11 RECOVERY FOR REPAIRS BY THE ASSOCIATION MANAGER

If the Association Manager expends money to make good damage caused by a breach of these Rules by an Owner or Occupier or the guests, servants, employees, agents, invitees of an Owner or Occupier the Association Manager is entitled to recover the amount expended from the Unit Owner.

RULE 12 CONTRACTORS

- (a) You must not request or instruct any contractors or workmen engaged or otherwise employed by the Association Manager to carry out any work on your behalf unless specifically authorised to do so.
- (b) All requests for the Association Manager to consider giving directions on a particular matter to a contractor or workman must be directed to the Association Manager.

RULE 13 NOTIFICATIONS OF INFECTIOUS DISEASES

If an infectious disease, which requires notification by virtue of any legislation, regulation or ordinance, affects any person in any Unit, the Owner or Occupier of such Unit must promptly give notice of that fact, and any other information which may be required in relation to the infectious disease, to the Association Manager.

RULE 14 STORAGE

14.1 Storage in Common Areas

Storage of personal items/belongings in the common areas of the building such as corridors, stairways, parking etc. is not permitted. These includes (but not limited to) items such a water bottles, foot wear, storage cabinets/stands, strollers, bicycles etc.

14.2 Storage of hazardous items

You must not, except with the prior written consent of the Association Manager, use or store in your Unit or upon the Common Parts any hazardous material, flammable chemical, liquid, gas or other flammable material, other than:

- (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; and
- (b) any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

RULE 15 OBSTRUCTION

You must not obstruct:

- (a) the lawful use of the Common Parts by any person; or

- (b) the use of pathways and driveways on the Common Parts, and any easement giving access to the Common Parts, by others entitled to use them.

RULE 16 ABUSE OF COMMUNITY STAFF

You must treat all staff members of the Association Manager (including appointed contractors and service providers providing services to the Owners Association) in a cordial manner. Verbal and/or physical abuse will not be tolerated and will be treated as a serious violation of the Rules. Complaints regarding mistreatment should be presented in writing to the Association Manager.

RULE 17 DANGEROUS ACTIVITIES

Hunting, trapping, the discharge of firearms and the use of toy guns, air guns, sling shots or explosives which can inflict damage or harm on persons or property are all unequivocally prohibited within the Project.

RULE 18 BREACHES AND PENALTIES

18.1 Breach of Community Rules

A person who contravenes or fails to comply with any provision of these Rules or any lawful direction given under them shall be guilty of a breach of these Rules.

18.2 Remedy Required

A person guilty of a breach of these Rules must remedy that breach immediately they become aware of it and in any event no later than seven days after notice from the Association Manager requiring them to do so.

18.3 Penalties

If, in the opinion of the Association Manager, a breach of these Rules, which threatens persons or property, or, in the reasonable opinion of the Association Manager, is likely to cause damage to the Project or a nuisance to other residents in any way, the Association Manager is authorized levy a breach of rules fine to enforce these Rules. The penalty fine may be levied upon the ledger of the unit.