

# Living Legends - Master Community Rules

---

## 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 **Master community** means the whole of the common areas between the components in the Master 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 Master community or by its Manager for any violation of the following Rules. Owners shall be responsible for reimbursing the Master community 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 & Pet Management**

2.1.1. No animals, including poultry, fowl, wild animals, horses, cattle, sheep, goats, swine or any other type of animal not considered to be a domestic household pet shall be brought into or kept within the Master Community, except that domestic dogs, cats, birds, fish, turtles, rabbits, hamsters etc. may be kept as household pets, provided that they are not kept, bred 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 feces deposited upon any portion of the Master Community shall be promptly removed and properly disposed of in a sanitary manner by the dog handler. Dog handlers are deemed to include resident domestic employees that exercise the pet. Non compliance to these rules may result in Notice of Violation been issued to the defaulter

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 Community Manager, or otherwise constitute a nuisance.

2.1.6. All pets must wear appropriate identification at all times when outdoors.

2.1.7. Pet food of any kind should not be left on common areas, or near any structures

2.1.8. Master Community Manager, Owners and Residents may contact the Dubai Municipality if there is a serious incident involving a pet within the community. This includes losing pets, abandoned pets, inhumane treatment of a pet, disturbance by neighbor's pet within the community and being attacked by a pet.

## 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 odors, 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.

2.2.2. 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 Master Community Manager and the committee,) is only allowed between the hours of 8:00am and 8:00pm.

## **2.3. Hazardous Activities**

2.3.1. Hunting, trapping and discharge of firearms and the use of air guns ("bb guns") which can inflict damage on persons or property are expressly prohibited within the Master Community

2.3.2. No open fires shall be lit or permitted within the Master Community, except in a contained unit for cooking and heating purposes.

2.3.3. Activities or conditions which endanger the health and/or safety of others are prohibited.

2.3.4. 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 2.4.1 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. The act of littering, graffiti or vandalism is expressly prohibited within the Master Community and the Owner shall be held liable for the cost of cleaning, repair or replacement resulting from any such prohibited activity carried out by Residents and invitees of its property. All incidents of serious vandalism will be reported to Dubai Police for their further action.

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 and/or Master community levy.

## **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. No Owner or Resident shall engage in any activity upon the property that is in violation of any law, ordinance, statute, rule or regulation of Dubai or of United Arab Emirates.

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

2.6.8. Each Owner and Occupier shall comply with all security procedures and directives implemented and issued from time to time by the Master Community Manager with the coordination with the owner's committee.

2.6.9. No business or commercial activity to which the general public is invited shall be conducted within any Unit designated as residential within the Community without written permission from the Owners Association.

2.6.10. All leases shall be accompanied by a signed undertaking of the Lessee that all Community Rules shall be strictly adhered to by the Lessee. However, in all cases, the Landlord or Owner shall be liable to 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 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 Master Community Manager nor the Owner's committee nor 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 Master community or the owners committee or the Manger 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 are for the exclusive use of Owners, Occupiers and permitted Invitees, which is limited as per communication sent and at the discretion of the Master community manger and the owners committee.

3.1.2. All persons using the Master Community's shared facilities and equipment 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 Master Community Manger. The Master Community Manger

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 committee and/or the Master Community Manager reserves the right to close any of the facilities for maintenance or for special functions, tournaments or events.

3.1.6. Failure to comply with the Rules may result in the Owner or Resident being prohibited from using the facilities. Severe violations of the regulations may result in the Owner or Resident being permanently prohibited from using the facilities

3.1.7. Pets are strictly prohibited within sports areas. Pets must be kept on a lead in all Common Areas.

## **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 to unauthorized persons and this applies to privately owned plots and Golf course.

## **4. VEHICLES & PARKING RESTRICTIONS**

### **4.1. Access**

4.1.1. Only Living legends Owners, Occupiers and Invitees are allowed into the Project.

### **4.2. Parking**

4.2.1. Residents and their guests must use their car ports (garages) as the primary location for parking their vehicles. Car ports shall not be used for storage of any goods and/or materials therein, nor use any portion of the car port for a workshop or other use if such storage or use would prevent the homeowner



from parking the required number of vehicles that the car port was intended.

4.2.2. If necessary, vehicles may be temporarily parked for a maximum of eight (8) 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 Master Community Manger 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. Applicable on discretion of the Management and OA committee.

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. No dune buggy, water craft, water craft trailer, truck, recreational vehicle, mobile home, motor home, van, camper shell etc. which is detached from a vehicle shall be parked within any private street or alley or anywhere else within the Master Community Common Areas, unless for a temporary period and upon express approval from the Master Community Manager.

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.

4.2.8. 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 Master community, the Master Community Manager and the committee 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 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 motorized vehicles is not permitted anywhere in the Project. Excluding Electric scooters to be driven on the pedestrian walkway under the supervisor of an adult for children under 14 years.

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 Master community for the cleanup and/or repair.

4.3.5. No parts of the streets, walkways and footpaths shall be used for the storage of personal items or material.

### **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 Master Community Manager.

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 and maintained in such a manner as to enhance its appearance.

5.1.2. The committee and/or Master Community 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 Owners Committee and/or Master Community 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.

5.1.6. Discharge of wastewater or dumping of rubbish onto any plots 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 Master community 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 master developer and/or Master Community Manager 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 Master developer and the Master

Community Manager, 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 Master Community Manager 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 color string lights are preferred. The appropriateness of decorative lighting will be determined by the Master Community 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, Occupiers or Invitees from the street or the ground level of a neighboring Unit.

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.

6.4.3. 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.

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

6.4.5. 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 Master Community Manager.

## **6.5. Home Maintenance and Improvement**

6.5.1. The master developer 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 Master developer.

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 Master Community Manager. 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 Master Community Manager 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 Master Community Manager and obtaining the approval of the Master Community Manager.

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 colors of the Unit unless expressly agreed and approved by the Master Developer.

## **7. RESTRICTED COMMON AREAS**

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

- (a) substations, switch rooms or control panels;
- (b) fire service control panels;
- (c) other Utility Services servicing the Units and the Common Areas; and
- (d) any areas used by the Master community for storing plant and equipment or other items used for the performance of their duties.

## **8. Special requirements for the villa community**

Owners of villas within the master community are required to do the following as per general guide lines and in order to maintain their health and safety guidelines:

- a) Insure your unit (common areas are insured to the sum of reinstatement)
- b) Water tank cleaning and disinfection (this is done via DM approved company two times a year as per DM guidelines)
- c) Legionella water testing (this is done via DM approved company four times a year as per DM guidelines)
- d) Microbiological water testing for swimming pool, if applicable (this is done via DM approved company six times a year as per DM guidelines)
- e) In-unit pest control (The Master Community Manager insures pest control of only the common areas)
- f) Maintenance of AC units (This is done quarterly)