

SCHEDULE B

DISTRICT RULES

(A) RULES FOR ALL UNIT OWNERS AND OCCUPIERS

Owners and Occupiers must comply with these District Rules and the terms and conditions of the Building Management Statement and District Jointly Owned Property Declaration. Ignorance of the terms and conditions set down in the Building Management Statement, District Jointly Owned Property Declaration or District Rules shall be no defence to any claim arising out of an Owners or Occupiers breach of the same and the District Rules enforcement procedures shall apply equally to a breach of the Building Management Statement, the District Jointly Owned Property Declaration or District Rules.

Owners and Occupiers shall comply with, or ensure compliance with, the following District Rules, as may be amended, supplemented or varied, from time to time, in accordance with the JOP Law.

Without prejudice to the foregoing, each Owner is responsible for ensuring that all his/its Occupiers comply with all the requirements of these District Rules and shall not lease or part with possession of their Units unless Occupiers are aware of and agree to be bound by the terms of these District Rules.

1. GENERAL

Each Owner must:

- 1.1. Allow access to approved Utility Service providers pursuant to any Easements and Covenants.
- 1.2. Ensure that their Unit including Parking Bays and Storage Areas are used strictly for the purposes designed and not overloaded or overcrowded.
- 1.3. Observe the Applicable Laws and take all steps warranted in the circumstances to ensure that Occupiers also observe the same.
- 1.4. Ensure District Common Areas, Utility Services or Supporting Services are not obstructed without lawful excuse.
- 1.5. Ensure District Common Areas set aside for safety or management purposes are not used for any other purpose.
- 1.6. Abide by the relevant terms of the Insurance Policy for the District.
- 1.7. Follow the lawful directions of any Authorised Entities and not obstruct them in the course of their duty.
- 1.8. Comply with the terms of all Easements and Covenants and allow access to their Unit to the Owners Association or the Developer (as applicable), other Authorised Entities and Authorities for repairs, maintenance and other works relating to the District Common Areas and related services, facilities, Utility Services and Supporting Services.

2. USE RESTRICTIONS

- 2.1. The Units designated as Residential Units are for single family use and shall not be used for commercial purposes and similarly the Units designated as Retail Units are for commercial business purpose and no residential stay of any Owner or Occupier shall be permitted in the Retail Units.
- 2.2. Each Owner and Occupier shall use their Unit and the District Common Areas only for its prescribed use and shall ensure that his/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.
- 2.3. Each Owner and Occupier shall strictly adhere to the terms of easements and restrictions benefiting or burdening their Unit.
- 2.4. Each Owner and Occupier shall comply with all security procedures and directives implemented and issued from time to time by the Authorities and/or the Owners Association or the Developer (as applicable).
- 2.5. Each Owner and Occupier shall use all reasonable endeavours to keep their Unit secure from theft or robbery at all times including, without limitation, ensuring that all doors, windows and openings are closed and securely locked when their Unit is not occupied.
- 2.6. Each Owner and Occupier must not use or permit to be used the lavatories, sinks and drainage and other plumbing facilities in their Unit for any purpose other than those for which they were constructed or provided and not deposit or permit to be deposited in such facilities any sweepings, rubbish or other matter.

3. LEGAL COMPLIANCE

- 3.1. Each Owner and Occupier shall comply in all respects with the provisions of all Applicable Laws from time to time in force in relation to their Unit or the District Common Areas or anything done in their Unit or the District Common Areas.
- 3.2. Each Owner and Occupier shall comply strictly with all health, safety, fire and Civil Defence requirements and directions, as prescribed from time to time by the Authorities and/or the Owners Association or the Developer (as applicable).

4. DISTRICT COMMUNITY RULES ENFORCEMENT NOTICES

- 4.1. Owners must promptly pay Service Charges and the Board, pursuant to the Directions, has the power to enforce these District Rules or to enforce payment of Service Charges or any other sums properly payable by Owners through the use of the District Rules Enforcement Notice procedure set out in this paragraph 4 as well as any procedures set down in the JOP Law.
- 4.2. In any case of default or alleged default the Board will investigate and consider the surrounding circumstances pertaining to the default and if in the Board's reasonable opinion a default has been committed, may authorise the Association Manager to serve a District Rules Enforcement Notice ("Notice").

4.3. The Notice must:

- (a) clearly identify the default;
- (b) where capable of remedy state what is required to remedy;
- (c) where capable of remedy specify by when the default is required to be remedied;
- (a) specify the consequences of not remedying any default, which consequences may include enforcement through the courts, a penalty of not more than AED 2,000 (TwoThousand UAE Dirhams) or such greater sum as permitted under the Applicable Laws, or as the Land Department or RERA may specify from time to time, and the costs of any enforcement action.

1.2. In the event the Notice is not complied with, the Board may by further notice levy the monetary penalty and commence any enforcement action.

1.3. Any monetary penalty recovered shall be applied to the General Fund (as defined in the Directions) of the Owners Association.

5. **LIABILITY**

Neither the Owners Association nor the Developer (as applicable), nor the Association Manager, collectively or alone, shall be liable for any injury or loss or damage of any description which any Owner or Occupier may sustain, physically or to their Unit, directly or indirectly, by reason of any defect in the District 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 Developer (as applicable) or the Association Manager, and any of its employees, servants, agents or contractors.

6. **UNIT APPEARANCE AND CONDUCT OF WORKS**

6.1. **General**

- (a) Owners and Occupiers must not maintain in or on their Unit anything which may be viewed from the exterior which is not in keeping with the District unless the same has been approved by the Architectural and Landscaping Standards Committee in accordance with the Architectural Code. In particular antennae, satellite dishes, flags, displays, signs, billboards, messages, awnings, clotheslines, gardens and shrubs, statues and water features will be regulated by the Architectural and Landscaping Standards Committee in accordance with the Architectural Code.
- (b) Owners and Occupiers must not undertake any Works (as such term is used in the Architectural Code) to their Units without the approval of the Architectural and Landscaping Standards Committee and in accordance with the Architectural Code.
- (c) Owners and Occupiers must maintain and keep clean their Units to a high standard.

6.2 **Windows**

- (d) Windows are not to be covered by paper, paint, tinfoil, sheets or similar items.

- (e) Window screens shall be maintained in good condition. Damaged screens are to be repaired or replaced by the Owner or Occupier.
- (f) The installation of safety screening at the windows or balconies requires the written approval of the Owners Association or the Developer (as applicable) prior to installation.

6.3 Exterior attachments

- (a) Any alterations should be carried out between 8 a.m. and 6 p.m., Sunday through Thursday and shall not cause any undue disturbance to neighbouring Owners or Occupiers.
- (b) Other than reasonable signage for the Retail Units, no advertisements, signs, or public material may be displayed on any Unit without the prior written permission of the Owners Association or the Developer (as applicable) and then only upon the terms and conditions contained in such permission.

6.4 Holiday/celebration decorative lighting

- (a) Temporary holiday or festival lighting which is apparent from outside is permitted in Units during festive and national holidays with the prior written consent of the Owners Association or the Developer (as applicable).
- (b) Flashing decorative lights are not permitted. White colour string lights are preferred. The appropriateness of decorative lighting shall be determined by the Owners Association or the Developer (as applicable) and/or the Association Manager.
- (c) Lighting or decorations causing complaints from Owners or Occupiers of neighbouring Units shall be turned off or removed forthwith upon notification.

7. STORAGE AREAS

- 7.1. Owners of Storage Areas and their Occupiers must keep these secure at all times. Contents must be kept safe and no dangerous or inflammable chemicals shall be stored in these. No foodstuffs shall be stored in these areas unless the same is in tins or securely stored so as to prevent smells or infestation by pests.
- 7.2. Owners of Storage Areas and their Occupiers take full responsibility for any loss or breakage of any items therein.
- 7.3. Owners and Occupiers must, at their own expense, ensure that their Storage Area is cleaned, maintained and repaired to a high standard at all times.

8. MAINTENANCE AND IMPROVEMENT

- 8.1. Owners and Occupiers shall not build, construct, erect or install any improvements on their Units without complying with the Architectural Code and obtaining the prior written approval of the Architectural and Landscaping Standards Committee and the Owners Association or the Developer (as applicable) as well as all required Authority approvals.
- 8.2. Except for the purposes of proper maintenance and repair, and as otherwise permitted under these District Rules, Owners and Occupiers shall not 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 Architectural and Landscaping Standards Committee and the Owners Association or the Developer (as applicable).

9. CONTENT INSURANCE

- 9.1. The Insurance Policy will not cover the contents of any Units. Owners or their Occupiers must make their own arrangements in this regard as well as any other risks as may arise having regard to the terms of the Insurance Policy. Owners or their Occupiers are encouraged to hold insurance for the content of their Units.
- 9.2. Owners and their Occupiers shall indemnify the Owners Association and the Developer for any third party claims or any other liability arising out of an incident in their Units or any exclusive Use Areas reserved to them unless the claim or liability is covered under the Insurance Policy.

10. DISTRICT COMMON AREAS

10.1. Restricted areas

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

- (a) plant rooms, switch rooms or control panels;
- (b) fire service control panels;
- (c) other Utility Services and Supporting Services servicing the Units and the District Common Areas; and
- (d) any areas used by the Owners Association or the Developer (as applicable) for storing plant and equipment or other items used for the performance of its duties.

10.2 Damage to District Common Areas

- (e) Owners and Occupiers must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the District Common Areas without the prior written approval of the Association Manager.
- (f) Drains, toilets and other District Common Areas must be used strictly for the purpose designed and no waste of any kind other than that for which designed shall be deposited in the same.
- (g) Where any damage is caused by an Owner or Occupier, the damage must be rectified by that Owner or Occupier and in accordance with the directions of any Authorised Entity. Where the Owner or Occupier is in default then the Owners Association may rectify the same and claim from the Owner or Occupier on a full indemnity basis the cost of any associated works.

11. PEST CONTROL

- 11.1. Owners and Occupiers shall ensure that their Units are routinely treated to control pests.
- 11.2. The Owners Association shall be responsible, on an on-going basis, for pest control of the District Common Areas.

12. PROHIBITED ACTIVITIES

12.1. Offensive activities

- (a) Nothing shall be done in any Unit or the District Common Areas which is noisy, unsightly, injurious, objectionable, illegal or detrimental, a public nuisance or a source of damage or disturbance to any other Owner or Occupier, and in particular but without prejudice to the generality of the foregoing, Owners and Occupiers shall not:
- i. permit the generation of loud or disturbing noise that is likely to interfere with the peaceful enjoyment of other Owners and Occupiers;
 - ii. carry out any annoying, obnoxious or offensive activities;
 - iii. permit the escape of any offensive odours, smoke or vibrations;
 - iv. obstruct the views or light of any other Owner;
 - v. do or allow to be done or maintained on any part of its Unit or the District Common Areas any activity which may be or may become an annoyance or nuisance to other Owners or Occupiers;
 - vi. wear inappropriate clothing when on the District Common Areas or use language or behave in a manner likely to cause offence or embarrassment to other Owners or Occupiers;
 - vii. behave in a way that objectively speaking is offensive or dangerous;
 - viii. hold any party or public function on any of the District Common Areas except where authorised by the Association Manager and in accordance with any directions as it may specify;
 - ix. leave children under the age of twelve (12) unsupervised on any District Common Area; or
 - x. do or maintain on any part of the District anything which may interfere with the quiet enjoyment of any Owner or Occupier.
- (b) Noise from mechanically operated appliances and the like shall be maintained within reasonable levels.
- (c) All clotheslines, sanitary containers or stored materials on any portion of a Unit shall be enclosed or screened appropriately (as approved by the Owners Association or the Developer (as applicable)) in such a manner that they shall not be visible from any neighbouring property or the District Common Areas.

12.2 Hazardous activities

- (a) Owners and Occupiers shall not store any dangerous or noxious material, or do or permit or allow to be done, any dangerous act in their Unit or in the District Common Areas.
- (b) Owners and Occupiers shall not do anything on their Unit or the District Common Areas that is likely to affect the operation of fire safety devices or reduce the level of fire safety in any Unit or the District Common Areas.

12.3 Waste management

- (a) Owners and Occupiers must not accumulate or deposit rubbish in their Unit or the District Common Areas and shall ensure that all rubbish and refuse is promptly removed from their Unit to such locations as determined and notified to the Owner or Occupier by the Owners Association or other relevant Authorised Entity, in order to avoid smells and pests.
- (b) Owners and Occupiers must, in relation to the designated shared receptacles for garbage, recyclable material or waste, ensure that before garbage, recyclable material or waste is placed in the receptacles:
 - i. in the case of garbage, it is securely wrapped;
 - ii. in the case of tins or other containers, they are completely drained; and
 - iii. in the case of recyclable material or waste, it is separated and prepared in accordance with the applicable recycling guidelines, if any.
- (c) Owners and Occupiers shall make separate arrangements, at their own cost, for the disposal of large and/or heavy items or items which are not to be placed within the waste containers in the District.
- (d) Owners and Occupiers must promptly alert the Association Manager or responsible Authorised Entity in relation to anything which the Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles in order that it may attend to such cleaning.
- (e) Owners and Occupiers must:
 - i. comply with the relevant Authorised Entity's instructions for the storage, handling and collection of garbage, waste and recyclable material; and
 - ii. promptly notify the Association Manager of any loss of, or damage to, receptacles provided for garbage, recyclable material or waste when the Owner or Occupier becomes aware of same.
- (f) If an Owner or Occupier fails to promptly remove any garbage, recyclable material or waste strictly in compliance with this District Rule, the relevant Authorised Entity on behalf of the Owners Association shall be entitled to enter any Unit and remove the garbage, recyclable material or waste at the Owner's and/or Occupier's cost and expense.
- (g) Owners and Occupiers must not use garbage chutes for oversized items or chemical waste. Such items must be moved to the garbage room and the Association Manager promptly alerted of the same. Owners and Occupiers must place any oversized items or chemical waste as far to the rear of the garbage room as possible to ensure that the access way is not obstructed.

12.4 Littering and vandalism

- (a) Littering and vandalism is expressly prohibited within the District 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. All incidents of serious vandalism shall be reported to the Authorities.
- (b) 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 shall be recovered in the Service Charges.

12.5 Service plant and structures

The service plant and all such other utilities in the District and the District Common Areas are strictly out of bounds to unauthorised persons.

13. VEHICLES AND PARKING RESTRICTIONS

13.1 Parking

- (a) Owners and Occupiers shall use their Parking Bay(s) as the primary location for parking their vehicles.
- (b) Parking Bays must be kept clean and tidy and free from any rubbish or debris and must not be used for storage. No vehicles shall be abandoned in any Parking Bay.
- (c) Vehicles parked in any Parking Bay should be parked within its boundaries and not overlap in any way. Unless otherwise stated in these District Rules, oversized vehicles (being those that cannot fit within a Parking Bay) may not be parked in a designated parking bay or on a street.
- (d) District Common Areas handicapped Parking Bays designated for use by handicapped persons should not be occupied by Owners or Occupiers under a long term arrangement and should be used only for the purpose and timeframes specified by the Owners Association or Developer (as applicable) from time to time and offenders may be towed at the offender's expense.
- (e) Parking on the pavements or gardens or any lawn area is strictly prohibited. Each Owner and Occupier agrees that the Owners Association or the Developer (as applicable) may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked or abandoned in the District in breach of this District Rule.
- (f) Owners shall ensure that with the exception of delivery and removal vehicles performing services for Owners or Occupiers, no trucks, trailers, recreational or all terrain vehicles, boats or other heavy vehicles may be parked in the District without the prior written consent of the Owners Association or the Developer (as applicable).
- (g) Vehicles are not to be parked in a manner which interferes with any entrance to or exit from the District, any parking bay or any Unit.
- (h) No dismantled or wrecked vehicle or equipment shall be parked, stored or left in the District.
- (i) Each Owner and Occupier agrees that the parking of vehicles in the District 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 Developer (as applicable), the Association Manager or any of its employees for any loss or damage of whatever nature in consequence of the vehicle having been parked in the District.

13.2 Road usage and road safety

- (a) All Owners and Occupiers shall abide by the speed limits and parking restrictions signposted within the District.
- (b) Any violation of the speed limits or parking restrictions, or driving considered to be dangerous by the Owners Association or the Developer (as applicable) and/or the Association Manager shall be deemed to be a serious violation of this District Rule and shall be dealt with accordingly.
- (c) The operation of dirt bikes, trail bikes, sand buggies, and non-licensed motorised vehicles is not permitted anywhere in the District.
- (d) Vehicles that drip fluids or that damage the pavements are to be removed or repaired. The Owner shall be responsible for the clean-up and/or repair or the reimbursement to the Owners Association or the

13.3 Emergency or temporary maintenance and construction vehicles

- (a) This District Rule shall not prevent any emergency vehicle or ambulance from entering or operating within the District.
- (b) This District Rule 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 District or of any improvement approved in writing by the Owners Association or the Developer (as applicable) and/or the Association Manager.
- (c) Repairs shall not be conducted to any vehicle of any kind in Parking Bays or in the District Common Areas except for emergency repairs to the extent necessary to enable the vehicle to be moved to a proper repair facility.

14. RULES APPLYING ON TRANSFER OF UNITS

- 14.1. Owners acknowledge that they will not be able to transfer their Unit unless Service Charge payments and any other sums owing to the Owners Association or the Developer (as applicable) are paid up to the date of such transfer and the Owners Association or the Developer (as applicable) has the right to withhold a no objection certificate to the Land Department until such sums are paid.
- 14.2. Prior to the Owners Association or the Developer (as applicable) providing a no objection certificate the Owners Association or the Developer (as applicable) shall be entitled to require the following information concerning the purchaser:
 - (a) identification details such as a copy of their passport;
 - (b) residency details such as a copy of their residents visa if a resident;
 - (c) contact details, including telephone, email, post and a physical address;
 - (d) emergency contact details (being the details of a close relative or friend); and
 - (e) in the case of a company, up to date details of shareholders and directors, the trade license (if applicable) or evidence of current registration for the company as well as the details above for any authorised representative.
- 14.3. In any case where the Owner is not resident in the UAE, the Owner must provide to the Owners Association or Developer (as applicable) details of a UAE resident who is authorised to accept correspondence on behalf of the Owner in relation to their Unit and act in the case of emergencies together with the details set out in paragraph 14.2 for that resident.

(B) RULES FOR RESIDENTIAL UNIT OWNERS AND THEIR OCCUPIERS

1. PROHIBITED ACTIVITIES

- 1.1. No short-term letting shall be permitted. For the purposes of this District Rule, short-term letting is defined as leases with a term of less than six (6) months.
- 1.2. No partitioning of a Unit for the purposes of letting out individual rooms is permitted.

- 1.3. 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 District.
- 1.4. No open fires shall be lit or permitted within the District, and no barbecues are permitted within a Unit or on the balcony or corridor of a Unit.

2. STAFF AND EMPLOYEES

- 2.1. All staff, including (but not limited to) housemaids, drivers, cooks and gardeners are required to hold a valid residence visa issued by the UAE immigration authorities.
- 2.2. Owners and Occupiers are fully responsible if they are found accommodating staff not directly sponsored by them. Owners and Occupiers in breach of such requirements are liable for criminal prosecution by the Authorities as per the Applicable Laws.
- 2.3. Owners and Occupiers shall ensure that their staff do not congregate in large numbers or use District swimming pools unless accompanied by a member of the family of an Owner or Occupier.

3. UNIT APPEARANCE

3.1. Exterior attachments

- (a) No outside television, radio, satellite or similar types of antennae may be placed outside a Unit, on the balcony of a Unit or in the District Common Areas without the prior written permission of (and on any terms and conditions required by) the Owners Association or the Developer (as applicable).
- (b) No Owner or Occupier shall place or do anything on any part of their Units, including the balconies which, in the opinion of the Owners Association or the Developer (as applicable) and/or the Association Manager is aesthetically displeasing or undesirable when viewed from outside.

3.2 Balconies and Corridors

- (a) Balconies and corridors shall not be used for storage of any 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 or Occupiers from the street or the ground level of a neighbouring Unit.
- (b) Rugs, drapes, towels, clothing or other articles shall not be draped or hung on balcony railings or from windows or from clotheslines which are visible above the balcony walls.
- (c) 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 shall be kept in good condition and be aesthetically agreeable. Any resulting damage to the exterior of the Unit or any building in the District caused by the installation of hooks or attachments for the purpose of hanging decorative items shall be the responsibility of the Owner.

- (d) The storage of any combustible items and hot water heater closets on balconies and/or corridors are strictly prohibited.
- (e) Owners and Occupiers shall not make any improvements to a balcony, corridor, entry or similar area unless and until the plans are approved in advance by the Architectural and Landscaping Standards Committee.

4. TERRACES

- 4.1. Owners and Occupiers must keep terraces clean and tidy and in accordance with any guidelines set down in the Architectural Code and must not leave washing or other untidy items on the terraces for extended periods of time where the same can be viewed from the exterior.
- 4.2. No object shall be thrown from terraces and all items kept upon the terraces must be made secure in order that they cannot be blown or knocked from the terrace.
- 4.3. Owners and Occupiers shall be responsible for ensuring terraces drain correctly. In the event of any default in this regard, the Owners Association shall be entitled to access the terrace and remedy the defect at the Owner's cost.

5. SWIMMING POOL RULES

- 5.1. The swimming pool is only for the use of Residential Unit Owners and their Occupiers. Owners and Occupiers may be asked for proof that they are entitled to use the swimming pool and prevented from doing so if they cannot demonstrate that they have the right to do so.
- 5.2. The Owners Association or the Developer (as applicable) must ensure that during opening hours there are properly trained lifeguard personnel at the swimming pool and that during the hours the swimming pool is closed it is kept secure from children and adolescents.
- 5.3. No children under the age of fourteen (14) years should be left unaccompanied in the swimming pool area.
- 5.4. Owners or Occupiers must not run around the swimming pool area and must not leap into the swimming pool.
- 5.5. Toys and inflatable objects will be allowed in the swimming pool provided these do not create a nuisance.
- 5.6. Owners and Occupiers must not go into the swimming pool when sick or with infections.
- 5.7. Owners and Occupiers must be clean or shower before entering the swimming pool.
- 5.8. Neither the Owners Association nor the Developer (nor any of its Authorised Entities) shall be responsible for any accident or injury to any party using the swimming pool. Owners and Occupiers use the swimming pool at their own risk.
- 5.9. Neither the Owners Association nor the Developer (nor any of its Authorised Entities) shall be responsible for the loss of any property in the swimming pool area. Owners and Occupiers must take care to ensure the same are kept safe and secure.

5.10. Owners and Occupiers must obey the instructions of lifeguards on duty and any signage set up in or around the swimming pool area.

6. GYM

6.1. The gym is only for the use of Residential Unit Owners and their Occupiers.

6.2. Owners and Occupiers use the gym at their own risk. All instructions and signage posted in the gym should be complied with.

6.3. Persons using gym equipment should make sure this is wiped down and left clean for others at the end of use.

7. PETS

7.1 Only domestic animals such as dogs, cats, birds and fish may be brought into or kept as household pets in the Residential Units, provided that they are not kept or raised for commercial or breeding purposes, nor, as determined by the Owners Association or the Developer (as applicable), kept in unreasonable quantities.

7.2 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.

7.3 All dogs shall be kept on a leash within the District when not within any Residential Unit.

7.4 Any dog faeces deposited in the District shall be promptly removed and disposed of in a sanitary manner by the dog handler. Dog handlers are deemed to include resident domestic employees who exercise the pet.

7.5 Each Owner and Occupier shall ensure that his/its pets do not make a noise or foul property such as to unreasonably disturb any other Owner or Occupier, or otherwise create a nuisance.

7.6 No pets shall be allowed in any of the water features located within the District.

7.7 All pets shall wear appropriate identification at all times outside their respective Residential Units.

7.8 Upon written request of any Owner or Occupier, the Association Manager shall receive instructions from the Board to conclusively determine in accordance with this District Rule 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.

8. USE OF FACILITIES

8.1 The facilities detailed in Section (B) paragraphs 4 to 7 which are parts of the District Common Areas are for the use of Residential Unit Owners and their Occupiers.

8.2 Residential Unit Owners and their Occupiers wishing to hold private functions in the said facilities of the District Common Areas shall obtain prior written permission of the Owners Association or the Developer (as applicable). The Owners Association or the Developer (as applicable) may require the payment of a deposit and the Owners and Occupiers shall be responsible for any damage or cleaning costs arising from the function.

8.3 The Owners Association or the Developer (as applicable) and/or the Association Manager reserves the right to close any of the facilities for maintenance or special functions, tournaments or events.

9. ACCESS CARDS

Residential Unit Owners and their Occupiers must take all due care with access cards and should report the loss or theft of the same immediately. Residential Unit Owners and Occupiers who misplace or lose access cards will be asked to pay a fee to cover the costs of replacement of the same.

(C) RULES FOR RETAIL UNIT OWNERS AND THEIR OCCUPIERS

1. OPENING HOURS

- 1.1. As set out in the Building Management Statement, the Owners Association must ensure that opening hours correspond with opening hours for retail operations in Dubai generally provided and where such hours exceed the requirements of the Residential Unit Owners, the Retail Unit Owners must meet any additional security and cleaning costs.
- 1.2. Retail Unit Owners and their Occupiers must ensure that any shopping trolleys or rubbish or other items regularly being left in any District Common Areas by customers are removed regularly by the responsible Retail Unit Owners or its Occupiers.

2. SIGNAGE AND FIT-OUT WORKS

- 2.1. Retail Unit Owners shall be entitled to erect signage provided it meets the requirements set out in the Architectural Code and any other guidelines as may be circulated by the Developer from time to time. The Architectural and Landscaping Standards Committee must act in the utmost good faith with regard to granting its consent and cannot unreasonably withhold or delay this in the case of attractive and professionally prepared signage.
- 2.2. Retail Unit Owners must also obtain all necessary consents from the Authorities and comply with those reasonable requirements for completing fit-out works as set out or promulgated pursuant to the Architectural Code.
- 2.3. Without prejudice to the above, Retail Unit Owners must ensure that signage is kept clean and well maintained and replaced when this becomes damaged or faded.
- 2.4. In accordance with this District Jointly Owned Property Declaration, Retail Unit Owners will be required to pay a bond or security deposit to the Owners Association or Developer (as applicable) in order to ensure the Retail Unit Owners obligations in relation to the installing, cleaning, maintaining, repairing and removing of the signage are complied with.

3. CHANGES TO RETAIL USES

- 3.1. The Retail Unit Owners and their Occupiers will be able to change the retail use of their Unit (for example from a bookshop to a travel agency) without the need for consent from the Owners Association (other than any consent required from the Master Developer or the Developer under the Architectural Code) provided:
 - (a) any use must be consistent with the Use it was designated by the Developer and shall not cause any hindrance for the mixed use residential and retail building and accordingly;

- (b) nightclubs or other uses that may involve unacceptable electronically amplified noise levels will not be allowed;
- (c) restaurant, food and beverage uses are allowed provided the Retail Unit Owner meets the requirements of the Authorities;
- (d) fume extraction equipment is installed professionally with ducts to be cleaned regularly and exhaust to exit in a manner that prevents any discolouration of the Units or surrounding District Common Areas;
- (e) inflammable materials are stored safely and in accordance with the directions of the Owners Association or the Developer (as applicable); and
- (f) all safety measures are taken and approvals obtained from the Authorities.

4. PRESENTATION OF UNITS AND MERCHANDISE AND DISPLAYS

Stock and merchandise must be presented attractively and Retail Units must be clean and well presented as they will be viewed by the members of the public and other Unit Owners and their Occupiers. The Master Developer or the Developer shall be entitled to set reasonable guidelines in this regard.

5. INSURANCE REQUIREMENTS FOR RETAIL UNIT OWNERS

- 5.1. Retail Unit Owners must, or must ensure that their Occupiers, carry third party liability insurance for any accidents or other liability that may arise due to incidents within their Units. The Owners Association or the Developer (as applicable) and/or the Association Manager shall be entitled to see proof of such insurance and the Owners Association or the Developer (as applicable) may require that the Owners Association or the Developer (as applicable) be recorded on the policy as a beneficiary.
- 5.2. The Retail Unit Owners indemnify the Owners Association or Developer (as applicable) against all costs, expenses, losses, damages, injury or death to any person or property, as the case may be, arising directly or indirectly, in relation to their Units.