LOAMS

Managing luxury



Community Rules For Buildings



Community Rules For Buildings

The purpose of the Community Rules is to create an environment of social and harmonious living among owners and residents, in which all owners and residents can maximize the enjoyment of their homes and the development, including the various common areas and facilities. These rules will maintain, preserve, enhance, and protect the property values and assets of the Community, and are given force by the Jointly-Owned Property Declaration and will be uniformly enforced, with an Enforcement Notice and applicable Violation Penalty. When in doubt, please use common sense and courtesy for the benefit of everyone.

1.1 Observance

The duties and obligations imposed by these Community Rules on an owner of a unit shall be observed not only by every owner but also by their tenants (occupiers), employees, agents, contractors, guests, invitees, lessees, licensees, and any other visitors.

1.2 Observance of higher authorities' rules

In addition to the duties and obligations imposed by these Community Rules, all owners, occupiers, and others shall observe and are equally bound by any duties and obligations

imposed by a higher authority, including:

a. The Owners Association Management / Developer.

b. Any and all other relevant authorities.

c. The applicable laws of the Emirate of Dubai, United Arab Emirates.

1.3 Observance of Community Rules by non-owners and occupiers

a. A non-owner (or occupier) of a unit shall take all reasonable steps to ensure that their employees, agents, contractors, guests, invitees, lessees, licensees, and any other visitors comply with these Community Rules and do not behave in a manner likely to interfere with any person's use and enjoyment of another unit or the common property or the Community common areas and their respective assets.

b. The owner/occupier of a unit shall be liable to compensate the Owners Association Management / Developer in respect of all damage to the common property and / or the Community common areas and its assets caused by their employees, agents, contractors, guests, invitees, tenants, licensees, and visitors. The Owners Association Management / Developer may recover any such compensation as a debt from the owner/occupier of that unit.

1.4 Enforcement of Community Rules

The Owners Association Management / Developer and / or any other duly authorized party must uniformly enforce the Community Rules in the face of any violation requiring the Owners Association Management / Developer to:

a. Issue a Community Rules Enforcement Notice to the offending party.

b. Recover all costs of rectification and costs associated with the enforcement of the Community Rules, including all legal and debt recovery expenses against Service Charges

towards the unit occupied, owned or otherwise directly associated with the offending party.

c. Apply the maximum monetary penalty (fine) determined by the relevant authorities and applicable laws against the unit occupied, owned or otherwise directly associated with the offending party.

d. Apply any other reasonable penalty or restriction determined by the relevant authorities and applicable laws against the unit occupied, owned or otherwise directly associated with the offending party until such time as the offence ceases permanently.

e. Pursue whichever legal and practical means it deems necessary to preserve the interests of the Community.



1.5 Definitions

In these Community Rules the following words and expressions shall, unless the context requires otherwise, have the meanings hereby assigned to them: Applicable laws: all relevant legislation, regulations, orders, statutes, decrees, approvals, consents, licenses, and ordinances, all as promulgated and amended from time to time by any:

a. Legislative, regulatory and administrative government authority of competent jurisdiction in the Emirate of Dubai or the United Arab Emirates.

b. Any courts of competent jurisdiction sitting in the Emirate of Dubai and elsewhere in the United Arab Emirates.

Asset: an item of tangible or intangible property other than real property, which is owned by the Developer.

Architectural Guidelines: certain architectural standards, landscaping standards and other general policies, procedures and criteria, with respect to home improvement, which may be adopted by the Developer from time to time.



Common Property: all open areas, services, facilities, roads, turns, crossroads, curbs, sikkas, central reservations, pavements, street lighting, signage, drainage systems/pipelines, water features / watercourses, parks / green areas / public areas/playgrounds and related equipment/furniture, safety/security facilities, utility and administrative buildings or areas, installations, improvements and common assets in the Community as determined in the Master Plan. Such areas do not form part of any individual owner's / occupier's unit and are intended for use by all owners and the Owners Association Management.

Community: the entire Community, which is to be divided into individual title and common property in accordance with the common area site plan or any amendment thereof and includes any and all extensions of the Community from time to time.

Community Rules: the rules as set out in this document that all owners and occupiers shall comply with and such further rules and regulations the Owners Association Management / Developer may make from time to time in relation to the Master Community Declaration and Local regulations.

Community Site Plan: a formerly registered architectural plan, landscape architecture document, and a detailed engineering drawing, showing the buildings/units/plots, including their relevant individual boundaries and the common property, that form the Community.

Enforcement Notice: a formal written notice served by the Owners Association Management / Developer on an offending owner or occupier identifying that a Community Rule has been violated by that owner or occupier. The purpose of this notice is to initiate corrective action that will stop each, every and any future violation. Failure to obey the terms of this notice can result in a monetary penalty.

Service Charge: the annual service charge for a unit/plot within the Community levied by the Owners Association Management upon an owner/occupier pursuant to the Community Rules for his / her proportionate contribution towards the maintenance, management, security, upkeep, renewal, repair and replacement of assets in the common property of the Community, including without limiting the generality of the foregoing, the costs of water, electricity, equipment, and other expenses and the employment of contractors, employees, managers and workmen associated with these tasks plus the costs of administration.

Monetary penalty: a fine (to a maximum amount and in any way permissible by the applicable law) that results from the issuing of a further notice to an owner or occupier that has already received an Enforcement Notice identifying that the required corrective action has not taken place and that a penalty is being applied as approved by the relevant authority.

Occupier: any person occupying a unit owned by an owner, including such owner' tenants, employees, lessees, agents, contractors, family members, guests, visitors and any owner/occupiers.

Owner: the person who is registered as the owner of a unit on the appropriate register of the Land Department, including the Developer, in regards to any unsold units.

Relevant authorities: any and all governing authorities within the Emirate of Dubai that have jurisdiction over the Community and its assets. These authorities include but are not limited to, the Local Municipality, the Real Estate Regulatory Agency (RERA), the Roads and Transport Authority, the Dubai Land Department, the Immigration Department, Dubai Civil Defence and DEWA.

Service provider: a contractor appointed by the Owners Association Management /Developer on behalf of the Owners Association, to provide services in respect to any

common areas where the Owners Association Management / Developer has rights of use. Or a contractor engaged by the owner/occupier of a unit/plot.

Special Levy: a one-time levy to cover a major expense that was not included in the annual budget or capital reserve fund

Unit: an individual and uniquely owned residential unit, retail establishment or store that has its boundary clearly defined in the Site Plan.

Utilities: potable and service water, electricity, storm water drains and pipelines, sewage pipelines, telecommunications connections and all other similar services commonly regarded as utilities together with all ancillary equipment, apparatus, valves, pipes, drains and conduits.

2. GENERAL

2.1 Permitted use

a. Owners / occupiers must ensure that their unit is used strictly for its permitted use as specified in the agreement of sale.

b. An owner/occupiers must not use their unit or any part of the common property for any illegal or immoral acts nor for any use that may harm the reputation of the community or any other owner.

c. An owner shall not sell the unit at auction without the prior written consent of the Owners Association Management / Developer.

2.2 Ambience

a. No nuisance, obnoxious or offensive activities shall be carried out on any part of the Community, nor shall anything be done or maintained on any part of the common property or within any unit/plot, which may be or may become an annoyance or nuisance, or interfere with the quiet enjoyment by any other owner/occupier. This includes, but is not limited to, noise, odors, smoke and other emitted substances, vibrations; the obstruction of views and any other activity that is likely to interfere with any owner's / occupiers' peaceful enjoyment of their unit/plot or their reasonable usage of the common property and assets.

b. Noise generated from garden equipment, power tools or trade works is permitted only during the designated hours determined by the Owners Association Management / Developer or as specified by the relevant authority. Noise level are regulated by the Dubai Local No 61 of 1991. All owners/occupiers must comply.

2.3 Privacy

a. No activities shall be carried out in any part of the Community that may unreasonably interfere with an owner's / occupier's right of privacy within that unit.

b. Owners / occupiers are to avoid any attempt to look into any unit or any part of the common property that is designated for private usage or to look into the windows of neighboring structures.

c. Owners / occupiers are obliged to take reasonable measures to protect their own privacy.

d. Owners / occupiers acknowledge that the common areas / common property and other such areas that owners and occupiers have a right to access, may have security cameras installed and that they are aware that their movements may be recorded as part of the security arrangements as stipulated by Dubai Protective Services.

2.4 Personal conduct and authority to instruct

a. Every owner/occupier must comply with the instructions of the Owners Association Management / Developer, or any other duly authorized party, in so far as the instruction pertains to the performance of their duties for and on behalf of the towards the Community.

b. Owners/occupiers are to treat all other owners/occupiers and their agents, contractors, employees, family members, guests, invitees, lessees, licensees and visitors in a courteous and polite manner.

c. Employees and the like of an owner/occupier, including but not limited to drivers, cooks, housemaids and other household staff, are to be housed and treated in accordance with the applicable laws and whose actions and care are the sole liability of that owner/occupier.

d. Owners/occupiers may not directly instruct a representative, service provider or any other duly authorized party, providing services for and on behalf of the Owners Association Management / Developer.



2.5 Pet policy (If applicable)

The Dubai Municipality rules and regulations regulating all kinds of pets should be adhered to, such as Local Order No (11) of 2003 Concerning Public Health and Safety of the Society in the Emirate of Dubai, Chapter 11: Animal Health and Care, Articles 67-82 inclusive. Owners/occupiers are subject to the applicable laws at all times, and it is the sole responsibility of pet owners to house and care for their pets in accordance with best practices of animal care.

Dogs and cats must be vaccinated, micro-chipped and wear identity (ID) tags issued by Dubai Municipality. Dogs must always be on a leash in public places.

In addition to these, the following rules apply:

a. Undomesticated animals, including but not limited to wild animals, poultry, fowl, horses, cattle, sheep, goats and swine must not be brought into or kept within the Community.

b. Domestic animals such as reptiles, dogs, cats, birds and fish (‘pets‘) may be kept as household pets within the owned property provided that they are not kept, bred or raised for commercial purposes, nor, as determined by the Owners Association /Developer, kept in unreasonable quantities. ('Reptiles' to exclude snakes and lizards; 'cats' to exclude exotic big

cats like tigers, lions; 'dogs' to exclude pit bulls, and boxers – owners to check banned breeds with Dubai Municipality.)

c. All animals shall be restrained adequately by their owners whilst using the common property and for buildings are only permitted in these areas for the purpose of transit to and from a unit.

d. Pet owners may be subject to rules that the Owners Association / Developer may make from time to time and every owner and occupier shall be required to abide by these rules.

e. It is at all times, subject to the applicable laws, the sole responsibility of its owner that the animal must be housed and cared for in accordance with best practices of animal care.



f. The Owners Association / Developer is authorized to request the relevant authority to impound and remove any type of animal (including pets) from the building, which, in the opinion of the Owners Association poses a nuisance or threat to others .

g. Any waste deposited by an animal shall be promptly removed and properly disposed of in a sanitary manner by the animal handler/owner. Non-compliance of this rule may result in an Enforcement Notice being issued to the owner.

h. All permitted dogs and cats must wear appropriate identification at all times when outdoors and all pets are to have evidence of all registration and inoculations (as applicable)

i. Residents may contact Dubai Municipality if there is a serious incident involving a pet within the Community. This includes inhumane treatment of a pet, disturbance by neighbor's pet within the building and being attacked by a pet.

j. Pet food of any kind is not allowed to be left open (for feeding or any other purpose) on the common property or in common areas at any time.

k. Pet owners are liable to all owners, residents and occupiers for the actions of their pets/animals bought or kept in the Community. Pet owners are fully responsible for their pets at all times.

If a person is blind or otherwise disabled they are entitled to be accompanied by a trained guide dog or other special assistance animal within their unit and whilst in the common areas. The person requiring a guide dog or other special assistance animal:

a. Shall advise the Owners Association / Developer in writing prior to becoming an occupier of a unit that a special assistance animal is required and shall provide sufficient medical documentation to prove this.

b. Is deemed to have the written consent of the Owners Association / Developer

2.6 Hazard management

a. No hazardous activities, including any activities or conditions which could endanger the health and / or safety of any person, are permitted.

b. Owners / occupiers, including their tenants, shall not do or permit, by act or omission, anything within their unit / plot or on the common property, which may render void or voidable any policy of insurance over any part of the Community or may operate to increase a premium payable in respect thereof. In the event that an owner/occupier does or permits, by act or omission, anything that causes an increase in insurance premiums payable by the Owners Association Management / Developer, the Owners Association Management / Developer shall be entitled to recover such

increase in premiums from that owner / occupier and to demand that such cause be rectified immediately.

c. An owner / occupier, including their tenants, shall not, except with the prior written consent of the Owners Association Management / Developer, use or store upon his unit / plot or the common property, including any area designated as a storage area, any flammable chemical, liquid or gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes.

d. Owners / occupiers must not leave glass containers in the common areas or on common property.

e. Owners / occupiers must not leave any cooking appliances unattended when in use.

f. Owners / occupiers must not throw any items of any nature whatsoever from the windows, or terrace areas of the unit / plot.

g. All owners / occupiers shall take all practical steps to prevent infestation by vermin, insects or other pests. Frequent pest control must be carried out within owned unit.

h. Storage, usage of fireworks is prohibited at all times unless conducted by a professional and authorized pyrotechnic company with an explicitly written method statement approved by the Owners Association Management / Developer.

i. Trapping, hunting, use of toy guns, which can inflict damage on persons or property, are strictly prohibited within the Community at all times.

j. Open fire within the Community is not permitted, except in contained barbecue units while attended and in use for cooking purposes.

k. All hazardous materials, liquids and gases need to be disposed properly, in line with local and federal regulations.



2.7 Waste management

a. An owner/occupier shall not deposit any refuse, rubbish or trade empties or other waste which is unsightly or offensive material within the Community. Owners or occupiers must not accumulate rubbish in, on or around their unit or common property and must dispose of their rubbish responsibly.

b. Owners / occupiers are responsible, at their cost, for the removal of all waste from the Community, other than household waste, and shall comply with any waste management instructions as may be determined from time to time by the Owners Association Management / Developer. If an owner / occupier fails to remove any garbage, recyclable material or waste, the Owners Association Management / Developer shall be entitled to enter the applicable unit / plot and remove the waste at the owner's / occupier's sole cost and expense.

c. All garbage must be disposed of down the garbage chute in a tied bag – chutes are located on every floor.

d. Owners / occupiers must make separate arrangements to have their bulky, large and / or heavy items removed / disposed of at their own cost. Furthermore, the owners /occupiers shall regularly remove all rubbish, debris, refuse containers, storage boxes and unsightly objects or materials of any kind from their unit / plot and not allow such items to accumulate in the unit.

e. Green waste for collection should be placed inside the specific containers provided for that purpose. (If applicable)

f. For buildings: the sewage manhole adjacent to the building that collects the building's sewage and waste water is considered to be part of the building. The Owners Association Management / Developer is responsible for maintaining the manhole at all times for preventing issues such as overflows, blockages, and pests.



3. COMMUNITY SERVICE CHARGES

3.1 Responsibility to pay Community Service Charges

a. Each owner, by taking transfer of title, is deemed to agree to pay the Community Service Charges as applicable to the Owners Association Management / Developer in accordance with these Community Rules, RERA regulations and the Master Community Declaration.

b. Upon taking transfer of a unit from the Developer, the owner becomes liable for paying the Community Service Charges in respect of the unpaid portion of Community Service Charge (if any) for that Financial Year. In respect of a subsequent transfer of a unit / plot, an owner becomes liable for payment of all Community Service Charges due in respect of the unit, including any arrears.

3.2 Failure to pay Community Service Charges

a. If an owner fails to pay the Community Service Charges in full to the Owners Association Management / Developer by the due date, the Owners Association Management / Developer, on behalf of the Owners Association, shall be entitled to issue a legal notice through Mollak system within 30 days of the issuance of the invoice. In case if further failure to pay Community Service charge Owners Association Management / Developer shall be entitled to proceed with the filing a case in Rental Dispute Center which will result in blockage of Ejari and NOC for resale of the unit.

b. Where a unit / plot is owned in joint names by more than one person, the owners (being the persons named on the title) shall be jointly and severally liable for payment of the Community Service Charges.

c. The owner(s) shall be liable for all legal costs, including lawyers' fees, expenses and other charges incurred by the Owners Association Management / Developer in obtaining the recovery of the Community Service Charges arrears or enforcing compliance with these Community Rules.



USE OF COMMON AREAS AND ASSETS

4.1 Bookings and other procedures

An owner / occupier desiring to utilize any part of the common property or assets or any other area shall comply with all Community Rules, booking or other procedures, as well as any and all conditions and directions of the Owners Association Management /Developer or other duly authorized party. For the avoidance of any doubt, if it is in any way unclear what procedures and conditions relate to the use of part of the common property, an owner / occupier must seek advice from the Owners Association Management before using that part of the common property. The Owners Association Management / Developer may require the payment of a deposit and an administrative fee to process the request. The resident will be responsible for any damage and cleaning costs arising from the use of the common property.

4.2 Moving in / out and shifting of bulky items

a. No owner / occupier, including visitors, shall move or permit the movement of any bulky items, including but not limited to heavy equipment and trade materials in the building, without first securing written approval from the Owners Association / Developer and shall ensure that any such movement is carried out in the manner and at times that may be directed by the Owners Association / Developer.

b. Any damage to the common property caused by the movement of bulky items or other items across the common property shall have the costs of repair recoverable from the owner of the unit whose occupier is responsible directly or indirectly involved in causing the damage to occur.

c. Owners / occupiers must not park or leave their vehicles unattended in the loading bay at any time or hinder the use of the loading bay by other owners.

d. Owners / occupiers must not without prior approval of the Owners Association / Developer, use any passenger lifts or escalators, in the building for transportation of furniture, bulky items. Owners must ensure that designated lifts and staircases are used for deliveries and removals.



e. Any bulk deliveries and removals should be carried out during the hours fixed by the Owners Association / Developer at its absolute discretion.

f. Prior permission (at least 48 hours in advance) needs to be taken for bulk deliveries and removals.

g. The Owners Association / Developer may deny entry for bulk deliveries and removals any of the above provisions are breached.

4.3 Security

a. For the safety and security of the building, its owners and occupiers, CCTV has been installed in various strategic locations of the premises as per the prescribed regulations of Dubai Protective Services.

b. Owners / occupiers and all others are required to adhere to the security arrangements implemented by the Owners Association Management / Developer and / or service provider who is authorized to:

• Request proof of identification from visitors and guests in line with this Community Rule or any local regulations.

• Refuse admission to any person, whom, in the opinion of the Owners Association Manager or the service provider, cannot provide sufficient justification for their admission to the jointly-owned property and such admission is subject to any conditions imposed by the Owners Association Management.

• Upon receiving a complaint from any person, remove any persons from the jointly-owned property or refuse admission to any person whom the Owners Association Manager or the service provider considers likely to cause a nuisance.

• Enter upon any part of the jointly-owned property for the purpose of maintaining the overall security of the jointly-owned property.

• Disclose security material including security camera and / or CCTV footage to security staff and the relevant authorities upon their request.

c. An owner / occupier of a unit / plot unit is responsible for and shall ensure that their unit is secure and that all doors and windows to their unit are secured properly.

d. Access devices are the responsibility of the owner of a unit and an owner must:

• Exercise a high degree of caution and responsibility in making an access device available for use by any occupier or other party and it is the responsibility of that owner to transfer all issued access devices to new occupiers upon cessation of an existing occupancy.

• Take all reasonable steps to ensure that the access controls are not lost, provided to unauthorized persons or otherwise disposed of.

• Promptly notify the Owners Association Management and / or the service provider in the event that an access device is lost, stolen or destroyed. The Owners Association Management may charge a reasonable fee for supply of additional or replacement access devices required by an owner or occupier.

e. Where any Authorized Entity has reason to believe there is or is likely to be imminent danger to a person or property, the Authorized Entity shall be entitled to alert the Relevant Authorities. In the event that the Authorized Entity, acting on reasonable grounds, has reason to believe that waiting for the arrival of Relevant Authorities could result in serious injury or major damage to the property, the Authorized Entity may make a forced entry into the unit and shall not be liable for any embarrassment or trespass when acting reasonably and in good faith.



4.4 Gymnasium

a. Use of the gymnasium is restricted to owners and occupiers, including their tenants only.

b. Guidance notes for the use of equipment are posted on the equipment and users must read and follow those instructions when using the equipment to prevent injury.

c. No equipment may be removed from the gymnasium.

d. Damage to equipment resulting from its misuse or abuse will be charged to the owners and occupiers.

e. Equipment use is restricted to a maximum of 20 minutes per user when other users are waiting, subject to any restrictions issued by the Owners Association Management / Developer.

f. No food and beverages are allowed, except for bottled water.

g. Particular care should be taken when using the weights of the weight machines as they could lead to damage or injury. There should be no use of equipment not operating properly as this may cause further damage and / or injury.

h. The Owners Association Management / Developer may charge a fee for allowing a personal trainer or coach to use the gymnasium on a timed basis. Such allowance shall be at the discretion of the Owners Association Management / Developer and will be notified to the owners accordingly.

i. It is the responsibility of all owners and occupiers, including their tenants, and their accompanying guests using the facility to abide by the following basic rules:

• Be courteous to others using the gymnasium.

• Dress appropriately and with consideration to other users and their cultures.

• Use the machines correctly and avoid abusing the equipment.

• Leave the machines in a start-up position, if possible, for the next user.

• Do not allow any water to come into contact with the machines – if water is accidentally spilled, wipe it up immediately.

• Absolutely NO wet swimsuits or users still wet from the pool/showers are allowed to use the gymnasium facility.

• Turn off the machines after completing your exercise regime.

4.5 Swimming pool

a. Only owners/occupiers, including their tenants and their accompanying guests, may use the swimming pool, subject to any restrictions of use, including any pool opening hours that have been included in any relevant signage or circulars authorized by the Owners Association Management / Developer.

b. Owners/occupiers, including their tenants and their accompanying guests, shall comply with any further swimming pool rules as may be imposed by the Owners Association Management or authorized pool area operator from time to time, which shall include but not be limited to conduct rules, safety rules, access arrangements and restrictions on the number of users and/or guests.

c. Specific rules relating to the use and operation of the pool area are included in notices around the pool area and these may change from time to time subject to the approval of the Owners Association Management. These currently include:

1. Swimming pool opening times will be as indicated on the notice located in the swimming pool area.



2. In case if a lifeguard is not on duty, use of the pool is not allowed.

3. The pool is for use by owners and occupiers including their tenants and their accompanying guests only.

4. In consideration of using the swimming pool facilities, the owners, occupiers, including their tenants and their accompanying guests, expressly agree to assume the risk of personal injury sustained while using the facility, and hereby agree that the Owners Association / Developer and the Association Management will in no way be held liable for any injury. Owners and occupiers, including their tenants and their accompanying guests, also agree to indemnify and hold them blameless for any accidental injuries sustained by any other users while using the facility.

5. At the discretion of the Association Management, the pool may be closed at any time due to routine maintenance activities, operational breakdowns, difficulties, or matters that may affect the safety of the users.

6. Children under the age of 16 years must be accompanied at all times by an adult 8 years or older. The adult must remain with the children during the entire time the children are at the pool. The adult is responsible for supervising or arranging for adult supervision of the children in the pool.

7. No pets or other animals are allowed in the pool or on the leisure deck except those trained to assist a handicapped person and accompany that person.

8. Eating at the tables, chairs, and lounges around the pool/leisure deck is allowed providing that it does not create any waste/safety health issues. Beverages will be permitted in the pool area provided they are in appropriate containers.

9. Alcohol consumption is not allowed in the pool or on the leisure deck at any time.

10. Glass containers are strictly forbidden. No glass or other sharp, breakable, or otherwise hazardous objects or toys shall be permitted within the pool, or on the leisure deck.

11. Any food wrapping / waste must be placed in the designated containers provided. Smoking is strictly prohibited inside the swimming pool.

12. No person who has a communicable skin disease, open sore, sore or inflamed eyes, cold, nasal or ear discharge, communicable or contagious disease, or who is wearing bandages of any kind, should use the pool. An exception to this rule will be made only on the written certification of a qualified and registered medical doctor.

13. Those having just used the gymnasium facilities are required to shower before using the pool. It is further recommended that all individuals shower before using the pool.

14. It is advised users lay their own towel on a sun lounger before use.

15. All individuals, including children, shall respect the diversity of other users of the leisure deck area and wear appropriate attire while using the pool facilities.

16. All infants that are not toilet trained must use appropriate diapers. Cloth or standard disposable diapers are not acceptable for use in the pool.

17. Remember to exercise extra caution when moving around the pool area; running, jumping or diving are not permitted.

18. Ball games, skateboards, diving and rough play are strictly prohibited in and around the swimming pool area.

19. Unnecessary noise is not permitted at any time.

20. The Owners Association / Developer, Association Manager, and their staff will not be responsible for the loss or damage to any personal property of any kind.

21. The Owners Association / Developer may charge a fee for allowing a swimming coach/instructor to use the pool on a timed basis. Such an allowance will be at the discretion of the Owners Association / Developer and will be notified to all owners.

22. The Association Manager reserves the right to refuse admittance to anyone failing to comply with any of the above rules.

23. Admission to the pool may be denied for any of the following reasons:

I. It is apparent that an individual is unable to care for him or herself

II. Evidence of intoxication or a health concern

III. Any condition or evidence, which, in the opinion of the Owners Association Management, or pool operator, will jeopardize the health and safety of other pool users

IV. The Owners Association Management, the service provider and any person associated with the operation of the pool area shall not be liable to any extent whatsoever for the safety of anyone in the pool area beyond what is prescribed under UAE law from time to time



4.6 Recreational areas

a. The common areas and facilities are for the exclusive use of owners/occupiers, their direct family members, and visitors. Owners and occupiers shall ensure access for other residents is maintained at all times.

b. All persons using the common shared facilities and equipment do so at their own risk and must adhere to the rules and regulations posted at various locations throughout the Community.

c. Children below the age of 16 may not access the gymnasium and spa. Those below the age of 16 years are to be supervised and accompanied by a parent/guardian or an adult above the age of eighteen (18) years.

d. Owners/occupiers, including their visitors, must not permit any child of whom the owner has control, to play or remain on the common property unless accompanied by an adult exercising effective control in possible areas of danger.

e. Pets are strictly forbidden within the sports areas, especially the swimming pool.

f. The hours of operation of the leisure facilities shall be determined by the Owners Association Management.

g. No owner may enter/use the leisure facilities outside of the hours of operation.

h. All owners and their invitees must comply with all the rules, regulations, and directions of the Owners Association Management as amended from time to time and with the applicable law.

i. All users of the leisure facilities do so at their own risk. The Owners Association Management / Developer shall not be responsible for any injuries, damage, or loss sustained by any person when using the leisure facilities.

j. The Owners Association Management / Developer reserves the right to exclude any person from using the leisure facilities should such a person be in breach of the Community Rules relating to the leisure facilities.

k. Bicycles are not permitted in the building entrance lobby, corridors, lifts, or staircases

l. Stereo equipment of any type is not permitted in recreational areas including but not limited to sports areas, parks, and swimming pools.

m. Failure to adhere to the rules concerning the facilities may result in the owner or occupier being prohibited from the facility.

n. All furniture and equipment located in the common areas have been provided for the safety, comfort, and convenience of all owners/occupiers and must not be damaged or removed by an owner/occupier without the permission of the Owners Association Management / Developer. Owners/occupiers shall be responsible for any damage or loss caused by them, their visitors, or otherwise.

o. The Owners Association Management / Developer reserves the right to close any recreational facilities for maintenance, or for Community events, tournaments, etc.

p. Pedestrians always have the right of way on footpaths and walkways.

4.7 Preservation of fire safety

Owners/occupiers must not do anything in their unit, the common property or on any part of the jointly-owned property that will likely affect the operation of the fire safety devices of the building or reduce the effectiveness level of fire safety in the units and common property.



5. VEHICLES AND VEHICLE ACCESS

5.1 Vehicle access

a. All Service Providers, building contractors, handymen, and any other specialized Service Providers are allowed to enter the Community parking only after an entry permit has been sought. The provision of these Community Rules shall not prevent the reasonable operation or temporary use of construction trailers, vans, or other trucks, machinery / equipment, construction shelters or facilities maintained during and used exclusively in connection with the construction of any improvement approved in writing by the Owners Association Management / Developer. The provision of these rules does not prevent/restrict any reasonable emergency vehicle operation or repairs like ambulance, rescue, and so on within the Community.

5.2 Road usage and safety

a. Please adhere to the posted speed limit sign within the Community.

b. No motorized vehicle of any kind may be operated in any manner which is dangerous, noisy or which creates a nuisance. Any violation of the speed limit or driving which is considered to be dangerous by the Owners Association Management shall be deemed to be a serious violation of the Community Rules and shall be dealt with accordingly.

c.Pedestrians always have the right of way on walkways and footpaths. Further, drivers/operators of a motorized vehicle are obliged to give way to pedestrians at the designated crossing points.

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

5.3 Parking, vehicle maintenance, and repair

a. Owners/occupiers must use their allocated and exclusive use car parking space in their building as the primary location to park their vehicles and are subject to any and all Community Rules and applicable laws.

b. Car parking areas shall not used for any kind of storage of goods or personal belongings. Nor shall the owner/occupier use any portion of the car parking space as a workshop or other use if such storage or use prevents them from parking their vehicles in the carport as intended.

c. Parking on pavements or gardens or any lawn area is strictly prohibited. Violators will be issued with an Enforcement Notice, fined, clamped, or have their vehicles towed at the vehicle owner's expense.

d. Vehicles parked should not block access to neighboring spaces. Violators may be issued with an Enforcement Notice, fined, clamped, or have their vehicles towed at the vehicle owner's expense.

e. Overnight parking of unauthorized motor vehicles is not allowed.

f. Oversized vehicles are not to be parked on a street unless approved by the Owners Association Management / Developer.

g. No dune buggy, water craft, trailer, truck, recreational vehicle, mobile home, motor home, van or camper shell, which is detached from a vehicle, shall be parked within the common property, unless prior written approval from the Owners Association Management / Developer has been obtained.



h. Vehicles are not to be parked in a handicapped parking space without a handicap the placard or similar authorization from a relevant authority or Owners Association Management.

i. The parking of any vehicle upon common property is subject to the express condition that every vehicle is parked at the owner's risk and responsibility and that no liability shall attach to the Owners Association Management / Developer or any of their authorized representatives for any loss or damage of whatsoever nature which the owner, or any person claiming through or under him, may suffer in consequence of his vehicle having been parked on the common property.

j. Owners/occupiers must not litter any area and must clear any and all kinds of spillage emitting from their vehicle including oil on the common property at their own cost.

k. Owners, occupiers, and their tenants are required to follow the directional arrows and strictly drive at designated speed limits, or slower, at all times.

l. Riding bicycles, skateboarding, roller-skating, or similar activities are strictly prohibited in

the car parking areas and the common property of the Community for reasons of safety.

m. Owners/occupiers are responsible for keeping their parking areas clear and clean.

n. Major repairs shall not be conducted to any vehicle of any kind in car park spaces or in common property except for emergency repairs to the extent necessary to enable the vehicle to be moved to a proper repair facility. No motor vehicle or trailer of any type shall be constructed, reconstructed or repaired in the car park.

o. No dismantled or wrecked vehicle or equipment shall be parked, stored or deposited within the Community.

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

q. Commercial vehicles may not be parked or stored within the car park except temporarily for a maximum of four (4) hours while providing delivery or service to the Owners Association Management or to an owner/occupier.

r. It is the responsibility of the owner/occupier to make their visitors, employees and others aware of these Community Rules and to ensure they adhere to them.

s. Street parking spaces are not assigned to any particular unit/plot.

t. No vehicle should block the entrance or exit, to, from and around the Community.

u. Violations of parking rules will be reported to local authorities at the discretion of the Owners Association Management / Developer.

5.4 Car washing

Owners/occupiers are prohibited from washing their vehicles anywhere in the Community, where washing involves spilling water or any other kind of liquid. This also applies to carports / private parking areas. Please employ environmentally friendly damp-cleaning methods and avoid the use of harsh cleaning agents, which can cause damage to the roads, pathways, and environment as a whole.



6. STORAGE

a. Items may not be stored on balconies, patios, or common property by an owner or occupier or their tenants. The Owners Association Management / Developer or its managing agent may cause to remove or dispose of, at the risk and expense of the owner of such items, any items that are stored however temporarily or abandoned in the common property in contravention of these Community Rules.

b. An owner of the unit must only store or stock goods or equipment in their unit that are necessary to undertake the permitted and licensed use of the unit as per the license and shall store them in a proper manner. Occupiers must take full responsibility for any loss or breakage of any items therein.

c. Owners/occupiers are not allowed to create any mezzanine levels or use false ceilings as storage areas without prior approval of the Owners Association Management / Developer.

d. Owners/occupiers must not store any inflammable materials in the unit/plot nor have any naked flames within the unit/plot.

e. Owners/occupiers must not suspend heavy loads from the ceiling, the main structure, or cabinets and closets to be loaded beyond safety limits. The Owners Association

Management / Developer will not be held responsible for damage, injuries, or losses arising from a breach of this rule.

7. AESTHETICS

7.1 Landscaping

a. Shrubbery and trees that are no longer aesthetically pleasing, dead, or no longer viable shall be immediately replaced with like varieties.

b. Major landscaping improvements may not be implemented without the prior approval of the Owners Association Management / Developer. Failure to obtain prior approval could result in removal, at the owner's or occupier's cost, of the unapproved improvements. Improvements shall be deemed to include irrigation systems, sheds, pergolas, majlis, swimming pools, shade structures, fences, gates, etc, whether temporary or permanent.

c. Owners/occupiers shall not plant any tree, shrub, or any other plant, which may cause damage to the unit, or another unit, property or any infrastructure, including utilities, or one that is classified as a noxious weed (eg: conocarpus lancifolius or 'Damas' trees). The Owners Association Management / Developer, at their sole discretion, shall determine whether a tree, shrub or any other plant is likely to cause damage or is considered to be a noxious weed and shall issue an instruction for the owner/occupier to remove the tree, shrub or any other plant in a safe and professional manner.

d. It is the duty of each owner/occupier, to keep and maintain the landscaping in good condition and to keep his / her unit/plot free of debris and maintained in such a manner as to enhance its appearance. Major landscaping, digging of soil, and hard landscaping shall be performed only after receiving the necessary approvals from the Owners Association Management / Developer.

e. Owners/occupiers are not permitted to remove any landscaping, including trees, that would have an adverse and disturbing effect to the overall appearance of the property and the Community without the approval of the Owners Association Management.

f. Owners/occupiers must not damage any lawn, garden, tree, shrub, or plant being part of or situated on the common property.

g. Owners, occupiers, their guests, visitors, or any other persons are not allowed to plant on or landscape any part of the common property.

h. Owners/occupiers must not use for their own purposes as a garden any portion of the common property.

i. Owners/occupiers are not permitted to sink water wells / bore wells anywhere within their unit.

j. Discharging of waste water or dumping of rubbish onto adjacent plots or the Community is strictly prohibited.

k. The Master Community Management / Developer, at its sole discretion, will determine an acceptable condition of landscaping and its maintenance. The Owners Association Management / Developer may impose fines for not complying with any or all landscaping rules.

7.2 Exterior appearance/balconies and terraces

a. Owners/occupiers must maintain at all times the exterior appearance of their unit in a manner which befits the high standard of the Community to the reasonable satisfaction of the Owners Association Management / Developer.

b. Alterations, additions, or decorations to the exterior of the unit/plot or any part of the common property, including but not limited to those relating to balconies, doors, windows, and window coverings, are prohibited. Such alterations to the exterior that are prohibited include but are not limited to aerials, satellite dishes, cabling, piping, plant and any goods. No satellite dish, antenna or other electrical signal-sending/ receiving devices may be fitted to the balcony or any other part of the exterior of any unit / plot.

c. No object of any kind (including but not limited to bikes, grills, recreational equipment, sports equipment, furniture, clothing, property materials, tools, etc) shall be stored on or in any visible exterior space (including but not limited to balconies, courtyards, lawns, rooftops, or entranceways), or remain in the open when not in use.

d. Under no circumstances, may any air conditioners protrude or be noticeable from any windows or balconies or be otherwise visible from any unit/plot or outside locations.

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

f. Window screens must be maintained in good condition; damaged screens are to be repaired or replaced by the owner/occupier.

g. The installation of safety screening at the windows or balconies must be of a translucent material and requires the approval of the Owners Association Management / Developer prior to installation.

h. An owner/occupier, shall not place or do anything in any part of the exterior of the common property or their unit/plot (including their balconies; with the exception of furniture) or their unit/plot or structures on the unit/plot which in the opinion of the Owners Association Management / Developer is aesthetically displeasing or undesirable when viewed from any other part of or outside of the common property, unit/plot. Such items may

include awnings, pergolas, shade cloth, shade or protective sheeting, etc. Permission will only be granted for an attachment or extension that complements the home and the Community.

i. Balconies and patios may not be used for storage of any storage units, boxes, refuse, unused furniture, cabinets, cartons, automobile parts, recyclable materials, storage and/or recycling containers, woodpiles, clotheslines, clothes drying racks, barbecue grills and/or other equipment, bicycles, or any children's tricycles, wagons, strollers, skateboards, scooters, slides, and playhouses so as to be visible to other residents from the street or the ground level or neighboring units.

j. All components of the balconies and patios need to be kept in good condition and aesthetically pleasant. Any resulting damage to the exterior of the building caused by the installation of hooks, attachments for the purposes of hanging decorative items will be the responsibility of the unit owner / Owners Association Management.

k. No items on the balcony may extend higher than the balcony wall, including personal items, except the following: hanging or potted plants, patio tables, umbrellas, wind chimes, and bird feeders. All of these must be kept in good condition and be aesthetically pleasing and complement the building's standards. Any resulting in damage to the exterior of the home 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.

l. No owner/occupier shall make any improvements to or enclose a balcony, entry or patio or similar area unless and until the plans are approved in advance by the Owners Association Management / Developer.

m. No pots or other items shall be placed on top of any wall or railing and each owner / resident shall take reasonable steps to capture water from potted plants placed on a balcony.

n. The storage of any combustible items such as paper, charcoal, fuels, chemicals lighter or other flammable items on the patios, balconies, or hot water heater closets is strictly prohibited.

o. Owners/occupiers are not allowed to make any improvements on the patios and balconies or similar such areas without the written permission of the Owners Association Management / Developer.

7.3 Lighting

a. Spotlights, halogen lights, or any other kind of lights, must not be focused toward or on a neighboring unit, including adjacent and opposite units/plots.

b. Decorative lighting for private celebrations including weddings, parties, reunions,or

other events require the prior written approval of the Owners Association Management / Developer.

c. Temporary holiday or festival lighting (ex: Eid, Diwali, Christmas) and national holidays is permitted within your unit/plot boundary only.

d. Permitted decorative lighting for holidays and celebrations may be installed and illuminated no earlier than ten (10) days before the holiday or celebration and must be removed no later than ten (10) days after the holiday or celebration.

e. Flashing decorative lighting or lights that create glare from outside a unit/plot is not permitted and should not be installed.

f. Lighting decorations causing inconvenience or hindrance to neighboring residents must be turned off and/or removed immediately upon request.

7.4 Interiors and home improvements

a. The Owners Association Management / Developer controls and regulates any alterations and improvements in the Community. No owner/occupier shall install, build, construct or erect any structure or improvements on his unit/plot without complying with the Architectural Guidelines laid down by the Owners Association Management / Developer.

b. The repairs and maintenance of the interior of a plot/unit of whatsoever nature are the responsibility of the owner/occupier of that unit/plot, in accordance with the applicable laws. For the avoidance of any doubt; neither the Owners Association Management nor the Developer are liable to attend to such matters.

c. Each owner and occupier, including tenants, shall maintain their unit in a state of proper repair and keep it in a neat and tidy condition.

d. No works or renovations shall change the appearance of the exterior of the building.

e. No internal renovations are permitted to any unit/plot without the owner/occupier obtaining the prior written authorization of the Owners Association Management / Developer and all relevant authorities. All works must be approved by Dubai Municipality before commencement.

f. Any approval for home improvement should have the No-Objection Certificate (NOC) or approval documents displayed prominently at the site during the period of the construction or alteration work and kept on file to validate for future owners of the property that the alteration was approved by the Owners Association Management / Developer. These may also include approvals from any governing bodies or authorities within the emirate of Dubai.

7.5 Signage

a. All burnt-out light bulbs on any lit signage and any kind of signage malfunction shall be replaced within 24 hours.

b. No billboards, advertisements, posters, neon or lighted signage or advertising device of any character may be erected, maintained, or displayed upon any portion of the common property or in front of private property, or any part of the unit so as to be visible from outside the unit unless it has been approved by the Owners Association Management / Developer and then only upon the standard approved size, professional quality, and terms and conditions contained in such consent.

c. No signs, including banners and flags are to be placed on balconies, roofs and windows.

d. No advertising signage is allowed for professional services associated with doctors, accountants, lawyers, and the like in the common property or on the unit of any owner to be visible from outside the unit.

e. Any sign including banners and flags that do not adhere to the above standards will be removed from the unit / common property / common area at the owner's / occupier's expense in addition to the issuance of an Enforcement Notice.

f. Owners/occupiers must not deliver merchandise or solicit business anywhere on the common property nor distribute pamphlets or other advertising materials on motor vehicles parked in the car parks or on any other unit in the building / Community.



7.6 Pest control

a. Pest control treatment should be routinely carried out for all units, especially prior to occupation. Also, residents should ensure the regular cleaning of any water features to eliminate the breeding of mosquitoes and other pestilence.

b. Owners/occupiers will be responsible, at their own expense, for any further pest control required within the boundaries (both internal and external) of their own unit. Owners/occupiers are, however, asked to inform the Owners Association Management / Developer of any pests other than ants, poisonous/non-poisonous spiders, bees and wasps found in their unit.

c. The Owners Association Management / Developer will be responsible for pest control of all common property of the Community.

8. USAGE RESTRICTIONS

8.1 Vandalism and littering

a. Graffiti, littering, or vandalism in all its forms is prohibited at all times within the building / Community and the owner/occupier shall be held responsible and liable for the cost

associated with cleaning, repair, and replacement from such an activity. All incidents of vandalism need to be reported to the local law enforcement agency.

b. In the event that the owner/occupier causing the vandalism cannot be found, the costs to reinstate/make good the damage done shall be included as a cost that will be recovered from the Master Community Service Charges.

8.2 General restrictions

a. Unless otherwise stated, properties in the Community are residential units and as such only the owners/occupiers and their direct family members, visitors and domestic staff are allowed to occupy a residence within the Community.

b. Group bachelor's accommodation is not allowed. Companies may not accommodate bachelor employees in the building; this includes using the units as staff accommodation.

c. Owners/occupiers must not allow the number of people in the unit at any time to exceed the permissible number of people that the unit is designed to accommodate.

d. No commercial or business activity can be carried out from a residential unit in any form. Owners/occupiers must not undertake any solicitation for business or hawking of goods or services to other owners, occupiers or members of the public without first obtaining the express consent of the Owners Association Management. For the avoidance of doubt, no owner or occupier may utilize any common areas or attend other units within the Community (nor deliver any brochures or other items of advertising to any other units for the purpose of promoting the owner's or occupier's business or goods or services offered by the owner or occupier without first obtaining the express written consent of the Owners Association Management).

e. Owners are under obligation to make their tenants aware of these Community Rules and obtain a signed acknowledgment of these Community Rules from them, failing which, the owner/landlord shall be liable to the Owners Association Management / Developer.

f. Residents must not leave any shopping trolleys of any size in the common property.

g. Vacation holiday homes, short-term leasing, short-term letting, other than prescribed in clause 9.0 or letting to other than single families is NOT permitted. The terms 'Vacation holiday homes', 'short-term leasing', 'short-term letting' are defined as any lease period less than 364 days.

This does not apply to those units managed within DAMAC's Rental Pool.

h. All leases are to be registered with the Owners Association Management / Developer within seven (7) days of the lease execution by providing a copy of the lease together with supporting documents. The Owners Association Management / Developer must be informed

of any renewals, early surrender or termination of such leases within seven (7) days of the occurrence of such events.

i. Demolishing or erection of any partitions is not allowed without the permission of the Owners Association Management / Developer.

j. Owners/occupiers, along with their visitors, are to treat all staff members of the building in a cordial manner. Any form of verbal and/or physical abuse will not be tolerated and will be treated as a serious breach of the Community Rules.

k. The owner/occupier is solely responsible for any activities, behavior, loss, damage, or accidents, carried out by their visitors, domestic staff, maintenance staff, and service providers.

l. Consumption of alcohol / mind-altering substances within the common areas and common property is prohibited at all times and violation of this rule will be reported to the law enforcement agency.

m. No owner/occupier shall engage in any activity upon the property that is prohibited or in breach or in violation of the law, ordinance, statute, rule, or legislation in the Emirate of Dubai and/or the United Arab Emirates.

n. Owners/occupiers shall strictly adhere to the terms of easement and restrictions benefiting or burdening the unit/plot.

o. Owners/occupiers shall carry property insurance for the full replacement cost of all insurable improvements and contents in his / her unit. Owners/occupiers agree that in the event of damage to or destruction of a structure on or comprising his / her unit, the owner shall promptly proceed to repair, reconstruct, or remove in a manner consistent with the original construction or such other plans as are approved by the Owners Association Management / Developer. Owners/occupiers shall pay all costs which are not covered by insurance proceeds.

p. Owners/occupiers are prohibited from washing their vehicles except in any area designated by the Owners Association Management / Developer as a car washing area/bay or by an appointed and approved car washing company by the Developer.

q. The plant, filtration, and telephone rooms, and building rooftops contained are strictly 'out-of-bounds' to all unauthorized persons at all times. Those in breach of this Community Rule will be strictly liable for the cost of cleaning, repair, or replacement of damaged or affected property, and no liability shall be assumed by the Owners Association Management / Developer in the event of any loss or injury resulting from venturing onto out-of-bounds areas.

r. Shisha smoking, barbecues, open grilling, and cooking are not allowed on the balconies of residential units and is strictly prohibited.

s. Smoking shisha, barbecues, open grilling, and cooking is strictly prohibited on any part of the common area except in designated areas, which are clearly identified using the appropriate signage.

t. Owners/occupiers must, without affecting the generality, at their expense:

• Keep clean and maintain in good order, repair and condition, all fittings, plant, furnishings and equipment in his / her unit and in particular have a maintenance contract for the quarterly service of the air conditioning units with the Owners Association Management / Developer or a supplier approved by the Owners Association Management / Developer either collectively or separately.

• Immediately repair all broken glass (excluding exterior windows) with the glass of the same or similar quality.

• Not use the sinks, drainage systems, sanitary and plumbing installations and facilities in their unit or the common property for any purpose other than that for which they were intended and not deposit or permit to be deposited in such facilities any sweepings, rubbish or other matter.

• Not place any items in the common property including, shoe racks or attach/install any decorative items, or religious symbols to any external door or windows within the unit which may be visible from the common property or any other unit.

8.3 Indemnity

The owner/occupier shall hold and keep the Owners Association Management / Developer, the vendor, its parent company, respective shareholders, directors, employees, and any third party (collectively the indemnified persons) harmless and fully indemnified against any damage, losses, expenses, claims, or personal injuries whatsoever, that the indemnified persons might incur or suffer as a result of a breach by the owner of any of the mentioned Community Rules.

8.3 Exhibition of Community Rules

Owners must ensure that a copy of these Community Rules shall be exhibited in a a prominent place in any unit/plot that is made available for leasing or be handed to their tenants before occupancy.

9. SHORT-TERM USE

A unit may not be leased for a duration of less than twelve (12) months without the prior written consent of the Residential Owners Association and the Building Management Group (whose consent may be withheld in its absolute discretion) unless such unit is leased as part of the Managed Rental Scheme in accordance with the Building Management Statement. In

case the owner wishes to rent a unit through holiday homes program, he/she must obtain a holiday home permit from Dubai Tourism and Commerce Marketing (DTCM). The permit must be submitted to Owners Association Management / Developer along with the below documents:

a. DTCM permit

b. Passport copy of the owner

c. Agency trade license

d. Home content insurance

10. GOVERNING LAW AND JURISDICTION

Dubai Police or any other law enforcement agency shall be contacted by the Owners Association Management / Developer to enforce a removal of violations to the aforementioned Community Rules and any such violation committed would result in Community services being halted to that owner/occupier, including denying access to common property until the violation is fully removed.

These rules shall be governed by, and construed in accordance with, the laws and regulations of the Emirate of Dubai and the federal laws and regulations of the United Arab Emirates, as applicable to the Emirate of Dubai, and shall be subject to the exclusive jurisdiction of the Courts of Dubai.

11. INTERPRETATION AND AMENDMENTS

If an issue arises concerning discrepancies, inconsistencies or ambiguities within these Community Rules, the Owners Association Management / Developer will interpret them, clarify the issue, and where appropriate, amend them accordingly. These Community Rules may be amended from time to time. Amendments will come into effect at the date of adoption and from that date will form part of the Community Rules.



12. CHANGE OF OCCUPANCY OF A UNIT

12.1 Change of Occupancy

a. In the event that the Occupier of a Unit changes for any reason, the Owner of that Unit shall give notice of the change to the Owners Association Manager prior to any new Occupant taking occupancy of the Unit. Such notice shall:

1. Be in any format required by the Owners Association Manager;

2. Contain the full name and contact details of the new Occupier;

3. Specify the nature of the occupancy; whether it is subject to a lease or other form of assignment;

4. Specify the date of commencement and the intended period of the occupancy; and

5. Specify the full name and contact details of any agent acting for the Owner in respect of any lease.

b. In the event that an Owner is intending to cease occupying his unit for more than forty five (45) days such Owner shall be obliged to notify the Owners Association Manager in writing within fourteen (14) days of the date on which he ceases to occupy his Unit.

12.2 Occupier Absence Guidelines

a. Should the Occupier of a Unit intend to vacate the Unit for a period of time for vacation purposes, and with the intention of returning, they are to ensure that:

1. All lighting, heating and cooling devices (including air-conditioning) are switched off. Except in periods of high temperature when AC may be required to protect the unit and personal possessions from potential damage;

2. Taps, showers and other water outlets are turned off

3. Drainage areas, plug holes and the like are unobstructed;

4. All windows are closed and doors secured



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