

COMMUNITY RULES AND REGULATIONS

COMMUNITY RULES

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INTRODUCTION

The purpose of 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 Property and Facilities. One of the primary objectives of these rules is to create a tranquil, safe and attractive environment for the residents, their families, children, neighbors, visitors and guests of the community followed by the use and enjoyment of the community features and facilities, while protecting the rights of privacy and enjoyments of owners, residents and their guests. These rules will maintain, preserve, enhance, and protect the property values and assets of the Community. The rules 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 be courteous._

1.0. OBSERVANCE

1.1. Observance

The duties and obligations imposed by these Community Rules on an Owner and Occupier of a plot / Unit shall be observed not only by every Owner and Occupier but also by their tenants, 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 Master Community and any rules and regulations imposed by this authority in accordance with the Master Community Declaration and any other requirements of the Master Developer;
- b) Any community rules, restrictions, regulations imposed by the Owners Association body.
- c) any and all other Relevant Authorities; and
- d) The applicable Laws of the Emirate of Dubai.

1.3. Observance of Community Rules by Non-Owners and Occupiers

- a) An Owner or Occupier of a plot / unit shall take all reasonable steps to ensure that their tenants, 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 master community common area and their respective assets.
- b) The Owner or Occupier of a plot / unit shall be liable to compensate the Master Developer and / or the Owners Association / Developer through the Association Manager in respect of all damages to the Common property and / or the Master Community Common Area and its assets caused by their tenants, employees, agents, contractors, guests, invitees, tenants, licensees, and visitors. The Master Developer/ Owners Association Manager may recover any such compensation as a debt from the Owner or Occupier of that plot / unit.

1.4. Enforcement of Community Rules

The Owners Association / Developer and / or its managing agent must uniformly enforce the Community Rules in the face of any violation requiring the Owners Association / 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 Community Rules, including all legal and debt recovery expenses against the plot / 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 plot / 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 plot / unit occupied, owned or otherwise directly associated with the offending party until such time as the offence ceases permanently; and
- 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 means all applicable laws, regulations, orders, statutes, decrees, approvals, consents, licenses, and ordinances, all as promulgated and amended from time to time by any:

- (i) legislative, regulatory and administrative government authority of competent jurisdiction in the Emirate of Dubai or the UAE; and
- (ii) Any courts of competent jurisdiction sitting in the Emirate of Dubai and elsewhere in the UAE.

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

Architectural Guidelines mean and refer to those certain architectural standards, landscape standards and other general policies, procedures and criteria, with respect to home / building improvement which may be adopted by the Developer/ Owners Association from time to time.

Community means 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.

Common Property –means all open areas, services, facilities, roads, pavements, water features, gardens, utility and administrative buildings or areas, installations, improvements and common assets in the Community, as more specifically determined in the common area site plan, which are intended for use by all Owners and that do not form part of the title of any Unit.

Community Rules / Rules means 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 / Developer may make from time to time.

Enforcement Notice means a formal written notice served by the Master Developer/ Owners Association Manager 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.

Exclusive Use Area means a part of the common property that is designated for the unshared and privileged use of the Owner that such area is allocated to.

Jointly Owned Property means the whole or part of a building or land, or both, divided into Units intended for separate Ownership where part of such building or land has been designated as Common Property.

Jointly Owned Property Declaration means the governing documents of the Jointly Owned Property.

Monetary Penalty means the penalty, by way of 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.

Resident / Occupier means any person occupying or visiting a plot / unit owned by an Owner, including such Owner's tenants, employees, lessees, agents, contractors, family members, guests, visitors and any owner occupiers.

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

Owners Association means the association (legal entity) constituted in accordance with the applicable laws consisting of all Owners as its members includes a reference to the Association Manager and the Developer and its appointed managing agent.

Relevant Authorities means any and all governing authorities within the Emirate of Dubai that have jurisdiction over the Master Community / Jointly Owned Property and 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 Defense and DEWA.

Service Fees / Service Charges – means the annual service charge for a property within the Community levied by the Owners Association / Developer upon an Owner pursuant to the JOPD and the Community Rules for its 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

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

Service Provider means a contractor appointed by the Owners Association / Developer, to provide services to and on behalf of the Owners Association. In respect to any areas outside of the Jointly Owned Property that the Owners Association / Developer has rights of use, the Service Provider means any contractor authorized by the owner of that property or unit to provide services equivalent to that of a Service Provider.

Common Area Site Plan means a plan registered in the Register showing the Units, including their relevant individual boundaries and the Common Property that form the Jointly Owned Property.

Unit means an individual and uniquely owned residential unit, retail establishment or store being part of the Jointly Owned Property that has its boundary clearly defined in the Site Plan.

Utilities means potable and service water, electricity, gas, storm water drains and pipelines, sewage pipelines, chilled water pipelines, central and common air conditioning services, telecommunications connections and all other similar services commonly regarded as utilities together with all ancillary equipment, apparatus, valves, pipes, drains and conduits.

2.0. GENERAL

2.1. Permitted Use

- a) Owners must ensure that its unit is used strictly for its permitted use as specified in the agreement of sale
- b) An owner / occupier must not use its 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 in auction without the prior written consent of the Owners Association / Developer

2.2. Noise

- 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 which may be or may become an annoyance or nuisance or interfere with the quiet enjoyment by any other Occupier. Such nuisance 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 Occupiers peaceful enjoyment of their Unit or their reasonable usage of the Common Property and Assets.
- b) Noise generated from garden equipment's, power tools or trade works is permitted only during the designated hours determined by the Owners Association / Developer or as specified by the relevant authority.

2.3. Privacy

- a) No activities shall be carried out in any part of the Community that may unreasonably interfere with an Occupier's right of privacy within that unit / plot.
- b) Owners and Occupiers including their tenants are to avoid any attempt to look into any Unit or any part of the Common Property that are designated for private usage or to look into the windows of neighboring structures.
- c) Owners and Occupiers including their tenants are obligated to take reasonable measures to protect their own privacy.
- d) Owners and Occupiers including their tenants acknowledge that the 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.

2.4. Personal Conduct and Authority to Instruct

- a) Every Owner and Occupier including their tenants must comply with the instructions of the Owners Association / Developer and / or its managing agent, or any other duly authorized party insofar as the instruction pertains to the performance of their duties for and on behalf of the Owners Association towards the community.
- b) Owners and Occupiers including their tenants are to treat all other Owners, Occupiers and their tenants, agents, contractors, employees, family members, guests, invitees, lessees, licensees and visitors in a courteous and polite manner.
- c) The employees and the like of an 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 Occupier.
- d) Owners and Occupiers including their tenants may not directly instruct a representative, or its managing agent / service provider or any other party providing services for and on behalf of the Owners Association.

2.5. Pets Policy

- a) The Dubai Municipality Rules and regulations regulating all kinds of pets should be adhered to. In addition to that the following rules apply
 - i. 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. Domestic animals such as reptiles, dogs, cats, birds and fish ("Pets") may be kept as household pets within the Community, provided that they are not kept, bred or raised for commercial purposes, nor, as determined by the Owners Association / Developer, kept in unreasonable quantities.
 - ii. All animals shall be restrained adequately by their owners whilst in the Common Property and for buildings, are only permitted in these areas for the purpose of transit to and from a unit
 - iii. 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;
 - iv. 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. The Owners Association / Developer is authorized to request the relevant authority to impound and remove any type of animal (including pets) from the Community, which, in the Association Manager's opinion, poses a nuisance or threat to the community user.
 - v. 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 enforcement notice being issued to the owner.
 - vi. 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)
 - vii. Residents may contact the 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 community and being attacked by a pet.
 - viii. Pet food of any kind is not allowed to be left open (for feeding or any other purpose) in the common property at all times.
 - ix. Pet owner is liable to all owners, residents and occupiers for the actions of their pet / animal bought or kept in the community. Pet owner is fully responsible for their pets at all times
- b) 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 Property. Such person requiring a guide dog or other special assistance animal:
 - i. 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; and
 - ii. Is deemed to have the written consent of the Owners Association / Developer.

2.6. Preservation of Fire Safety

- a) Owners / Residents / 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 community or reduce the effectiveness level of fire safety in the units and common property.

2.7. 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 and Occupiers including their tenants shall not do or permit, by act or omission, anything within their plot / unit or in 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 or Occupier does or permits, by act or omission, anything that causes an increase in insurance premiums payable by the Owners Association / Developer shall be entitled to recover such increase in premiums from that Owner and Occupier and to demand that such cause be rectified immediately.

- c) An Owner or Occupier including their tenants shall not, except with the prior written consent of the Owners Association / Developer, use or store upon his plot / unit 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 must not leave glass containers in the common property
- e) Residents must not leave any cooking appliance unattended when in use.
- f) An owner must not throw any items of any nature whatsoever from the windows, balconies or terrace areas of the building.
- g) All Owners and Occupiers including their tenants shall take all practical steps to prevent infestation by vermin, insects or other pests.
- 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 / Developer.
- i) Trapping, hunting, use of toy guns, which can inflict damage on persons or property is strictly prohibited within the Community at all times.
- j) Open fire within the community is not permitted, except in contained barbecue unit while attended and in use for cooking purposes.
- k) All hazardous materials, liquid and gas need to be disposed in line with the local and federal regulations.

2.8. Waste Management

- a) An Owner or Occupier including their tenants 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 its unit or common property and dispose the rubbish responsibly
- b) Owners and Occupiers including their tenants are responsible, at their cost, for the removal of all waste from the Jointly Owned Property, other than household waste and shall comply with any waste management instructions as may be determined from time to time by the Owners Association / Developer. If an owner fails to remove any garbage, recyclable material or waste, the Owners Association / Developer shall be entitled to enter its unit and remove the waste at the owners sole cost and expense
- c) All garbage for pickup is to be placed inside trash containers provided with each plot. Garden waste will only be collected by the garbage disposal contractor if placed in the appropriate waste bag.
- d) Owners and Residents must make separate arrangements to have their bulky, large and / or heavy items removed / disposed at their own cost. Furthermore, the owners and residents shall regularly remove all rubbish, debris, refuse containers, storage boxes and unsightly objects or materials of any kind from their plot / unit and not allow such items to accumulate upon the plot / in the unit.
- e) Owners and Occupiers including their tenants must not keep or use incinerators on their properties.
- f) All garbage including but not limited to household waste, green waste, and restaurant waste for collection should be placed inside specific containers provided for that purpose.
- g) Commercial establishments (such as but not limited to restaurants, coffee shops and supermarkets) should make separate waste disposal arrangements and shall strictly use the allocated skips at all times.

- h) For Buildings: The sewage manhole adjacent to the building that collects the building sewage and waste water is considered a part of the building. The Owners Association / Developer is responsible for maintaining the manhole at all times for preventing issues, such as overflows, blockages, and pests.

3.0. USE OF COMMON PROPERTY AND ASSETS

Smoking, eating and drinking is not permitted in any part of the Common Property that are not designated, signed or otherwise advised by the Owners Association / Developer or relevant authority as being for that purpose or have restrictions specifically restricting these activities in such areas.

3.1. Booking and Other Procedures

An 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 and any and all conditions and directions of the Owners Association / Developer and / or its managing agent 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 or Occupier must seek advice from the Association Manager before using that part of the Common Property. The Owners Association / Developer may require a payment of deposit and an administrative fee to process the request. The resident will be responsible for any damage and cleaning costs arising from the function using the common property.

3.2. Moving of Bulky Items

- a) No Owner or Occupier including visitors shall move or permit the movement of any bulky items, including but not limited to heavy equipments and trade materials in the community 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 plot / unit whose occupier is responsible directly or indirectly involved in causing the damage to occur.
- c) Owners 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 must not without prior approval of the Owners Association / Developer, use any passenger lifts or escalators, in the community 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) need to be taken for bulk deliveries and removals.
- g) The Owners Association / Developer may deny entry for bulk deliveries and removals if any of the above provisions are breached.

3.3. Security

- a) Owners and Occupiers and all others are required to adhere to the security arrangements implemented by the Owners Association / Developer and / or service provider who is authorized to:
 - I. Refuse admission to any person, whom, in the opinion of the Owners Association / Developer or the Service Provider, cannot provide sufficient justification for their admission to the Community / Jointly Owned Property and such admission is subject to any conditions imposed by the Owners Association / Developer;

- b) An Owner or Occupier of a plot / unit is responsible for and shall ensure that their Unit is secure and that all doors and windows to their plot / unit are secured properly.

3.4. Gymnasium

- a) Use of the Gymnasium is restricted to Owners and Occupiers including their tenants and their accompanying guests only. A maximum of 2 guests are permissible per occupier.
- 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 / 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 this may result in damage or injury. There should be no use of equipment not operating properly as this may cause further damage and cause injury.
- h) The Owners Association / Developer may charge a fee for allowing a personal trainer or coach to use the gymnasium on a time basis. Such allowance shall be at the discretion of the Owners Association / Developer and 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:
 - i. Be courteous to others using the Gym.
 - ii. Dress appropriately and with consideration to other users and their cultures.
 - iii. Use the machines correctly and avoid abusing the equipment.
 - iv. Leave the machines in startup position, if possible, for the next user.
 - v. Do not allow any water to come into contact with the machines - if water is accidentally spilled, wipe it up immediately.
 - vi. Absolutely NO wet swimsuits, or users still wet from the pool/showers are allowed to use the gymnasium facility.
 - vii. Turn off the machines after completing your exercise regime.

3.5. Swimming Pool

- a) Only Owners and 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 / Developer.

Owners and Occupiers including their tenants and their accompanying guests shall comply with any further swimming pool rules as may be imposed by the Owners Association Manager 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 guests.
- b) 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 Manager. These currently include:
 - i. Swimming Pool opening times will be as indicated on the notice located in the swimming pool area.
 - ii. No life guard is on duty, use of the pool is entirely at the users own risk.
 - iii. Pool is for use by Owners and Occupiers including their tenants and their accompanying guests only.

- iv. 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 Owners Association Manager 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 harmless the same for any accidental injuries sustained by any other users while using the facility.
- v. At the discretion of the Owners Association Manager, 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.
- vi. Children under the age of 16 years must be accompanied at all times by an adult of 18 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.
- vii. No pets or other animals are allowed in the pool, or on the leisure deck, except those trained for assisting a handicapped person and accompanying that person.
- viii. Eating at the tables, chairs, 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.
- ix. Alcohol consumption is not allowed in the pool or on the leisure deck at all times.
- x. 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.
- xi. Any Food wrapping/waste or cigarette butts must be placed in the designated containers provided.
- xii. 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. Exception to this rule will be made only on the written certification of a qualified and registered medical doctor.
- xiii. Those having just used the gym facilities are required to shower before using the pool. It is further recommended that all individuals shower before using the pool.
- xiv. It is advised to lay own towel on the respective sun lounges before use.
- xv. 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.
- xvi. All infants that are not toilet trained must use appropriate diapers. Cloth or standard disposable diapers are not acceptable for use in the pool.
- xvii. Remember to exercise extra caution when moving around the pool area, running, jumping or diving are not permitted.
- xviii. Ball Sports, Skateboards, diving and rough play are strictly prohibited in and around the swimming pool area.
- xix. Unnecessary noise is not permitted at any time.
- xx. The Owners Association / Developer, Owners Association Manager and their staff will not be responsible for the loss or damage to any personal property of any kind.
- xxi. The Owners Association / Developer may charge a fee for allowing a swimming coach / instructor to use the pool on a time basis. Such an allowance will be at the discretion of the Owners Association / Developer and notified to all owners.
- xxii. The Owners Association Manager reserves the right to refuse admittance to anyone failing to comply with any of the above rules.
- xxiii. 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 himself or herself;

- (ii) Evidence of intoxication or health concern;
- (iii) Any condition or evidence, which, in the opinion of the Owners Association Manager, or pool operator, will jeopardize the health and safety of other pool users.
- (iv) The Owners Association Manager, 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

3.6. Recreational Areas

- a) The Common Property and facilities are for the exclusive use of Owners and Occupiers, their direct family members and guests. Owners and occupiers shall ensure access for other residents is maintained at all times.
- b) All persons using the common property shared facilities and equipment do so at their own risk and must adhere to the rules and regulations posted at various locations throughout the facility.
- c) Children below the age of fourteen (14) years old need to be supervised and accompanied by a parent / guardian or an adult above the age of eighteen (18) years old.
- d) Owner 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 operations of leisure facilities shall be determined by the Owners Association / Developer.
- g) No Owner may enter / use the leisure facilities outside of the hours of operations.
- h) All owners and their invitees must comply with all the rules, regulations and directions of the Owners Association / Developer 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 / Developer or its managing agent shall not be responsible for any injuries, damage or loss sustained by any person when using the leisure facilities.
- j) The Owners Association / 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 leisure facilities
- k) Owners / residents are not permitted to ride bicycles within the community
- l) Bicycles are not permitted in the building entrance lobby, corridors, lifts or staircases.
- m) Failure to adhere to the rules concerning the facilities may result in the owner or and occupier being prohibited from the facility.
- n) Stereo Equipment of any type are not permitted in recreational areas including but not limited to sport areas, parks, swimming pools.
- o) All furniture and equipment located in the common property has been provided for the safety, comfort and convenience of all owners and must not be damaged or removed by an owner without the permission of the Owners Association / Developer. Owner shall be responsible to make good any damage or loss caused by an owner, its tenant, its guests or otherwise.
- p) The Owners Association / Developer reserves the right to close any recreational facilities for maintenance, or for community events, tournaments, etc.
- q) Pedestrians always have the right of way on footpaths and walkways.

4.0. VEHICLES AND VEHICLE ACCESS

4.1. Vehicle Access

- a) Vehicle access is restricted to owners, residents, their families, their guests and visitors. All delivery personnel, RTA approved taxi services, school buses, are also allowed to enter the community for the purposes of delivering or moving residents.
- b) Car stickers and / or access cards provided at the time of handover of property may only be used by Owners and their Tenants and promptly returned once the Owner or Tenant transfers / vacates the property.
- c) All service providers, building contractors, handymen, and any other specialized service provider, are allowed to enter the community only after an entry permit has been sought.
- d) Operation of dirt bikes, quad bikes, sand buggies, and un-licensed motorized vehicles should not be driven or used within the Community.
- e) Provisions of these rules do not prevent / restrict any reasonable emergency vehicle operation or repairs like ambulance, rescue within the community.

4.2. Road Usage and Safety

- a) The speed limit within the community is 5 Kmph. However, 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 Management shall be deemed to be a serious violation of the 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 a designated crossing point.
- d) Owners / Residents / Occupiers must not sound a car horn in the community or the car park except in case of an emergency.

4.3. Parking

Residents must use their allocated and exclusive use car parking space in their garage or the building as the primary location to park their vehicles and are subject to any and all community rules laid in the JOPD and applicable laws.

- a) Car Parking spaces shall not use for any kind of storage of goods or personal belongings. Nor shall the Resident use any portion of the car port for a workshop or other use if such storage or use prevents the Resident from parking their vehicles in the car port as intended
- b) Parking on pavements or gardens or any lawn area is strictly prohibited. Violators will be cited, fined, clamped or have their vehicles towed at the vehicle owners expense.
- c) Vehicles parked should not block the access to neighbor's residence and / or car park. Violators may be fined, clamped or have their vehicles towed at the vehicle owners expense.
- d) 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 / Developer has been obtained
- e) Vehicles are not to be parked in a handicapped parking space without a handicap placard or similar authorization from a relevant authority.
- f) The parking of any vehicle upon the 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 / Developer or its managing agent 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.

- g) Residents must not litter the car park and must clear any and all kinds of spillages emitting from its vehicle including oil on the common property at its own cost
- h) Owners, Occupiers and their tenants are required to follow the directional arrows and strictly drive at designated speed limits, or slower, at all times.
- i) Riding bicycles, skateboarding, roller-skating or similar activities is strictly prohibited in the Car Park and the Common Property for reasons of safety.
- j) Owners, Occupiers and their tenants are responsible for keeping their parking spaces clear and clean.
- k) 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 Community
- l) No dismantled or wrecked vehicle or equipment shall be parked, stored or deposited within the Community
- m) No trailer, truck, boat or recreational vehicle shall be used as a living area within the Community.
- n) Commercial vehicles may not be parked or stored within the community except temporarily for a maximum of four (4) hours while providing a delivery or service to the management or to a resident.
- o) It is the responsibility of the owner, occupier, and resident to make their guests, visitors, employees and others aware of these rules and to make them adhere to the same.
- p) Street parking spaces are not assigned to any particular unit or building or plot.
- q) No vehicle should block the entrance or exit, to, from and around the community.
- r) Vehicles that discharge fluids or damage the driveway or any other common property within the Community in any way must be removed or repaired. The owner / resident are responsible for the cleanup and / or repair or the reimbursement to the Owners Association / Developer for the cleanup and / or repair required as a consequence of such damage. No dismantled or wrecked vehicle or equipment shall be parked or stored in the community.
- s) Owners and Residents are responsible to ensure that their guests and families and employees obey these parking Rules.
- t) Violations to parking rules will be reported to local authorities at the discretion of the Owners Association / Developer or its managing agent.

5.0. STORAGE

- 1) Items may not be stored in the balconies, patios, common property by an Owner or Occupier or their tenants. The Owners Association / 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.
- 2) An owner of the unit must only store or stock goods or equipment in its unit that are necessary to undertake the permitted and licensed use of the unit as per the license and shall store it in a proper manner.
- 3) Owners are not allowed to create any mezzanine levels or use false ceilings as storage areas without prior approval of the Owners Association / Developer.
- 4) Owners must not store any inflammable materials in the unit nor have any naked flames within the unit
- 5) Owners must not suspend heavy loads from the ceiling, the main structure or cabinets and closets to be loaded beyond safety limits. The Owners Association / Developer is not responsible for damages, injuries or losses arising out from breach of this rule.

6.0. AESTHETICS:

6.1. Landscaping

- a) The Owner is responsible at his/her sole expense, to completely install proper and healthy landscaping with a full irrigation system controlled from the property in his/her owned back and front yard areas, including grass shrubbery, trees, and all other garden and landscape features within three (3) months of handover of the property and to maintain all such landscaping neatly trimmed, pruned, fertilized, raked, properly cultivated and maintained as appropriate for a world-class luxury property, and to keep his/her plot free of debris and maintained in such a manner as to compliment the community and its appearance
- b) Shrubby and trees that are no longer aesthetically pleasing, dead, or no longer viable shall be immediately replaced with like varieties
- c) Major landscape improvements may not be implemented without the prior approval of the Owners Association / Developer. Failure to obtain prior approval could result in removal, at the Owner's or Resident'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.
- d) Owners and Residents shall not plant any tree, shrub or any other plant which may cause damage to the plot, or another plot, property or any infrastructure including utilities or is classified as a noxious weed (e.g. conocarpus lancifolius "Damas" trees). The Owners Association / Developer at his 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 or resident to remove the tree, shrub or any other plant in a safe and professional manner.
- e) It is the duty of each owner / resident, to keep the landscaping in good condition and maintained and to keep his plot free of debris and maintained in such a manner 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 / Developer.
- f) Owners / residents are not permitted to remove any landscaping including trees that would have an adverse and disturbing effect to the overall appearance to the property and the community without the approval of the Association Manager.
- g) Owners / residents must not damage any lawn, gardens, tree, shrub, plant being part of or situated on the common property
- h) Owners / Residents must not use for its own purposes as a garden any portion of the common property
- i) Owners / Residents are not permitted to sink water wells / bore wells in the property.
- j) Dewatering of private swimming pools into the sewer network is strictly prohibited and will be enforced by an enforcement notice and severe penalties, including those determined by Dubai Municipality.
- k) Discharging of waste water or dumping of rubbish onto adjacent plots or the community is strictly prohibited
- l) The Owners Association / Developer, at its sole discretion will determine an acceptable condition of landscaping and its maintenance. The Owners Association / Developer may impose fines for not complying with any or all landscaping rules including clause 6.1.a above in terms of the grace period to install the landscaping or the periodical maintenance of the landscaping in the owner's front and back yard areas.
- m) Owners, Residents, their guests, visitors or any other person are not allowed to plant on or landscape any part of the common property of the community unless approved by the Owners Association / Developer or its managing agent.

6.3. Exterior Appearance

Owners / Residents must maintain at all times the exterior appearance of their properties in a manner which befits the high standard of development contained within the Community to the reasonable satisfaction of the Owners Association / Developer.

- a) Alterations, additions, decorations to the exterior of the unit or any part of the Common property, including but not limited to those relating to balconies, doors, window 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 building.
- b) In event an outside television, radio, satellite dish or similar types of antennae are to be installed, the work needs to be carried out in a professional manner and must be located where they are not visible from the street, Common Property or neighboring plots or balconies. The cabling for such antennas must be neatly channeled in appropriate conduit or ducting and affixed to the home so as not to be unsightly and in such a manner that they are not visible from Common Property or neighboring plots or balconies.
- 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 circumstance, may any air conditioners protrude or be noticeable from any windows or balconies or be otherwise visible from any units or outside locations
- e) An Owner or Occupier including their tenants shall not place or do anything in any part of the exterior of the Common property or their unit (including their balconies; with the exception of furniture) or their plot or structures on the plot which in the opinion of the Owners Association / Developer, is aesthetically displeasing or undesirable when viewed from any other part of or outside of the common property, unit or plot. Such items may include awnings, pergolas, shade cloth, shade or protective sheeting, etc. Permission will only be granted for an attachment or extension which complements the home and the community
- f) No Owner or Occupier may place or hang any washing or laundry or any other items on balconies, clothesline, or any such apparatus, visible to other residents or the general public from the street or ground level or neighboring plot, or any part of the unit or in the common property or in the Common Property where it is visible from the outside of the Unit.
- g) Windows are not to be covered by paper, paint, tinfoil, sheets, or similar items.
- h) Window screens must be maintained in good condition. Damaged screens are to be repaired or replaced by the Owner / Resident.
- i) The installation of safety screening at the windows or balconies must be of a translucent material and requires the approval of the Owners Association / Developer prior to installation

6.4. Lighting

- a) Spot Lights and halogen lights must not be focused towards or on a neighboring unit / plot including adjacent and opposite plots.
- b) Decorative lighting for private celebrations including weddings, parties, re-unions, or other events requires the prior written approval of the Owners Association / Developer.
- c) Temporary holiday or festival lighting (ex: Eid, Diwali, Christmas) and national holidays is permitted in a household only.
- d) Permitted decorative lighting for holidays and celebrations may be installed and illuminated ten (10) days before the holiday or celebration and must be removed not later than ten (10) days after the holiday or celebration.

- e) Flashing decorative lighting or lights that creates glare from outside a property 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.

6.5. Patios and Balconies

- a) 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 a neighboring plot
- b) 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 / residence caused by the installation of hooks, attachments for the purposes of hanging decorative items will be the responsibility of the plot owner / unit owner / owners association.
- c) Rugs, drapes, towels or other articles shall not be draped or hung on balcony railings, patio walls, from windows, or from clotheslines which are visible above the patio walls.
- d) 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 Community standards. Any resulting 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.
- e) No Owners or Resident 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 / Developer
- f) 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.
- g) 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
- h) Owners / Residents are not allowed to make any improvements on the Patios and Balconies or similar such areas without the written permission of the Owners Association / Developer

6.6. Home Improvements

- a) The Owners Association / Developer, its managing agent and / or its authorized representative controls and regulates any alterations and improvements in the community. No owner or resident shall install, build, construct or erect any structure or improvements on his plot without complying with the guidelines laid down by the Owners Association / Developer and / or Developer
- b) The repairs and maintenance of the interior of a unit of whatsoever nature are the responsibility of the Owner / Resident of that unit, in accordance with the Jointly Owned Property Declaration and the applicable laws. For the avoidance of any doubt, neither the Owners Association / Developer nor its managing agent are liable to attend to such matters.
- c) No internal renovations are permitted to any unit without the owner obtaining prior written authorization of the Owners Association / Developer and all relevant authorities.
- d) Works or a renovation that is deemed by the Owners Association / Developer as potentially changing the appearance of the exterior of the building will also need to meet any

requirements for that kind of work and separate approvals will be required. These may also include approvals from any governing bodies or authorities within the emirate of Dubai.

- e) 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 / Developer.
- f) Property facades and enclosures shall be maintained at all times in an “as new” condition. Repainting shall utilize original colors only.

6.7. Signage

- a) Informative / Commercial signage installed by contractors such as landscaping, pool and civil contractors while working on a property / plot / common area / common property may be displayed for the duration of the works and must be removed once the work is completed. The entire period for which an informative / commercial sign may be displayed shall not exceed four (4) weeks. The design of an informative / commercial sign must meet the specifications stated above and must comply with the Owners Association / Developer standards. The Owners Association / Developer reserves the right to require any commercial sign to be removed if it is considered to detract from the Community's standards.
- b) All burnt out light bulbs on any lit signage and any kind of signage malfunction shall be replaced within 3 day.
- c) 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 / plot so as to be visible from outside the property unless and until the same has been approved by the Owners Association / Developer and then only upon the standard approved size, professional quality terms and conditions contained in such consent.
- d) No signs, including banners and flags are to be placed on balconies, roofs and windows.
- e) No advertising signage is allowed for professional services associated with doctors, accountants, lawyers and the like in the Common Property or on the unit / plot of any Owner to be visible from outside the unit / plot
- f) Any sign including banners and flags that do not adhere to the above standards will be removed from the plot / unit / common property / common area at the resident's or owner's expense in addition to the issuance of Enforcement Notice.
- g) Owners 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 community.

6.8. Pest Control

- a) Pest Control treatment should be routinely carried 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, occupants and residents will be responsible, at their own expense, for any further pest control required within the boundaries (both internal and external) of their own property. Owners and residents are, however, asked to inform the Owners Association / Developer of any pests other than ants, non-poisonous spiders, bees and wasps found on their property.
- c) The Owners Association / Developer will be responsible for pest control of all common property of the community.

7.0. USE RESTRICTIONS

7.1. Retail Rules and Use:

- a) The Owner must provide the Owners Association / Developer with a copy of its trading license from the relevant authority permitting the owner to operate its business prior to the occupation of the unit by the owner
- b) The owner shall conduct its business from the unit only under the business / trade name specified on the license.
- c) The owner of the unit must ensure that its unit is strictly for retail use / purposes only in accordance with the conditions contained in the license.
- d) Owner is to ensure that no person is allowed to reside or sleep overnight in its retail unit at any time.
- e) An owner of a unit must complete the fit out of its unit at its own cost and strictly in accordance with the requirements of the Owners Association / Developer from time to time.
- f) An owner is not allowed to operate its business or occupy its unit before the approved fit out and other facilities are inspected and approved by the Owners Association / Developer.
- g) The Owners Association / Developer is not to be held responsible for, and the owner is not entitled to make claims in respect to any delays in the occupation of the unit or commencement of the business from the unit caused by the rectification of any breach of the fit out criteria identified.
- h) All materials and equipment used for the purpose of fitting out and decorating the unit must be kept wholly within the unit at all times and the Owners Association / Developer shall be entitled to dispose , remove, store any such material or equipment outside the unit at the cost of the owner.
- i) The owner is not entitled to commence fit out works without first obtaining the work permit from the association manager and concerned authorities. The owner shall carry out such works in accordance with the terms of the work permit, the applicable laws and any instructions issued by the Owners Association / Developer

7.2. Vandalism and Littering

- a) Graffiti, littering or vandalism in all its forms is prohibited at all times within the Community and the owner / occupier / resident 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 event that the owner / occupier / resident causing the vandalism cannot be found, the costs to reinstate / make good the damages done shall be included as a cost that will be recovered from service charges.

7.3. General Restrictions

- a) Unless otherwise stated, properties in the community are residential units and as such only the owners, and tenants, and their direct family members, guest and domestic staff, are allowed to occupy residence within the master community.
- b) Bachelor accommodation is not allowed. Companies may not accommodate bachelor employees in the community; this includes using the community as staff accommodation.
- c) Owners 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 occupy
- d) No commercial or business activity can be carried out from a residential unit in any form.
- e) Owners are under obligation to make their tenants aware of these rules and regulations and get a signed acknowledgment of these rules from the tenant, failing which, the owner / landlord shall be liable towards the Owners Association / Developer.
- f) Residents must not leave any shopping trolleys of any size in the common property
- g) Vacation Holiday Home, Short-Term Leasing, Short Term, letting other than prescribed in clause 8.2.a and 8.2.b or letting to other than single families is NOT permitted. Vacation

Holiday Home, Short-Term Leasing, Short Term letting is defined as any lease period less than 364 days.

- h) All leases are to be registered with the Owners Association / Developer within 7 days of the lease execution by providing a copy of the lease together with supporting documents. The Owners Association / Developer must be informed of any renewals, early surrender or termination of such leases within 7 days of occurrence of such events.
- i) Demolishing or erection of any partitions is not allowed without the permission of the Owners Association / Developer.
- j) Owners and Residents along with their guests and visitors are to treat all staff members of the Community 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 rules.
- k) The owner / resident is solely responsible for any activities, behavior, loss, damage, or accidents, carried out by their guests / visitors, domestic staff, maintenance staff and service provider.
- l) Consumption of Alcohol / Mind altering substance within the common property is prohibited at all times and violation of this rule will be reported to the law enforcement agency.
- m) No Owner or Resident 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 of the United Arab Emirates.
- n) Owners and Residents shall strictly adhere to the terms of easement and restrictions benefiting or burdening the unit / plot.
- o) Owners shall carry property insurance for the full replacement cost of all insurable improvements and contents in his/her plot or unit. Owners agree that in the event of damage to or destruction of a structure on or comprising his plot or 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 / Developer. Owners shall pay all costs which are not covered by insurance proceeds.
- p) Residents are prohibited from washing their vehicles in the car park except in any area designated by the Owners Association / 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 within the community are strictly 'out of bounds' to all unauthorized persons at all times.
- r) Shisha Smoking, Barbeques, open grilling and cooking is not allowed on the balconies of residential units and is strictly prohibited.
- s) Smoking, Shisha, Barbeques, 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 must, without affecting the generality, at their expense:
 - I. Keep clean and maintain in good order, repair and condition all fittings, plant, furnishings and equipment in its unit and in particular have a maintenance contract for the quarterly service of the air-conditioning units with the Owners Association / Developer or a supplier approved by the Owners Association / Developer either collectively or separately.
 - II. Immediately repair all broken glass (excluding exterior windows) with the glass of the same or similar quality.
 - III. Not use the sinks, drainages, sanitary and plumbing installations and facilities in its unit or the common property for any purpose other than those for which they were intended and not deposit or permit to be deposited in such facilities any sweepings, rubbish or other matter.
 - IV. Not place any items in the common property including door mat, shoe racks or attach / install any decorative items, religious symbols to any external door or

windows within the unit which may be visible from the common property or any other unit.

7.4. Exhibition of Community Rules

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

8.0. INDEMNITY

The owner shall hold and keep the Developer, owners association, the association manager, managing agent, the vendor, its parent company, respective shareholders, directors, employees, and any third party (collectively the indemnified persons) harmless and fully indemnified against all damages, losses, expenses, claims, personal injuries whatsoever that the indemnified persons might incur or suffer as a result of breach by the owner of any of the mentioned community rules.

9.0. GOVERNING LAW AND JURISDICTION

Dubai Police or any other law enforcement agency shall be contacted by the Master Developer/ Owners Association / Developer to enforce removal of violations to the above Community Rules and any such violation committed would result in community services being halted to that Owner 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 U.A.E as applicable to the Emirate of Dubai and shall be subject to the exclusive jurisdiction of the Courts of Dubai.