

Community rules and regulations

1. GENERAL

- (e) Not change or otherwise alter the type or the size or location of the entrances of the Plots, or obstruct the same.
- (f) not in any way obstruct or permit the obstruction of any walkways, pavements, entrances, passages, courts, corridors, service-ways, vestibules, hall, roads, docks, stairways, escalators, elevators, fire or escape door within or outside the Plots or the Common Use Facilities or any appurtenances or conveniences thereto.
- (g) Not in any way cover or obstruct any lights, skylights, windows or other means of illumination of the Common Use Facilities.
- (h) Not throw or allow to be thrown or dropped any article, or substance whatsoever from or out of the Plot or Unit, and shall not litter any part of the Common Use Facilities, and further shall not place upon any sill, ledge or other like part of the Plot, Unit or the Common Use Facilities any article or substance.
- (i) Ensure no rubbish, waste or incense shall at any time be burnt upon the Plot, Unit or the Common Use Facilities or any part thereof by the Owner, Owners Association and Unit Owner.
- (j) Avoid suspending heavy loads from ceilings, main structure, walls, or suffer floors to be loaded beyond safety limits and the Master Developer shall not be responsible for any claims, losses, damages, or injuries which may emanate from the occupation and use of the Plot or Unit by the Owner, Owners Association or Unit Owner.
- (k) In common with any adjacent Owners or Owners Association, maintain, renovate and safeguard all common walls, fences or other boundary structures separating the Plot from the adjacent plots (“the Common Walls”).

(l) Use the Common Walls for the purposes they are made for and shall not cause them to bear excessive burden. The maintenance and ownership of Common Walls between plots should be governed by all other Applicable Laws;

(m) Not use Common Use Facilities for public or private events without the prior written consent of the Master Developer.

2. CONDUCT

- 2.1 An Owner, Owners Association or Unit Owner shall permit any person authorized in writing by the Master Developer at all reasonable hours and on notice (except in an emergency when notice shall not be required) to enter his Plot or Unit for the purpose of inspecting it and maintaining, repairing or renewing pipes, wires, cables and ducts existing in the Plot or Unit and capable of being used in connection with any other Plot or Unit or the Common Use Facilities.
- 2.2 Each Owner, Owners Association and Unit Owner shall maintain his Plot or Unit in a proper state of repair and keep it in a neat and tidy condition.
- 2.3 An Owner, Owners Association and Unit Owner shall use and enjoy his Plot or Unit and the Common Use Facilities in such a manner as not to interfere with the peaceful use and enjoyment of other Owners, Owners Association and Unit Owner and Occupiers.
- 2.4 No Owner shall use a Plot or Unit for any purposes other than its prescribed use and shall comply in all respects with the provisions of all Applicable Laws, Decrees and regulations now or from time to time in force in relation to the Plot or Unit or anything done in the Plot or Unit. For the avoidance of doubt, personal use of the Common Use Facilities or any part thereof is subject to the prior written approval of the Master Developer, which approval may be unreasonably withheld.

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- 2.5 Owners, Owners Associations and Unit Owners shall be obliged to notify the Master Developer in writing within 7 (seven) calendar days of the date of conclusion of a lease of his Plot or Unit of the full names of his tenant(s) and of the period of the lease.
- 2.6 Owners, Owners Associations and Unit Owners shall adhere strictly to the terms of easements and restrictions benefiting or burdening the Plot or Unit.
- 2.7 Owners, Owners Associations and Unit Owners shall use its best endeavors to control the level of noise emanating from his Plot or Unit or the surrounding areas so as to ensure the prevalence of a serene and quiet environment of the Master Community at all times and so as to not unreasonably disturb other Owners and Owners Associations. In particular, reasonable care must be exercised by all Owners, Owners Associations and Unit Owners in the operation of vehicles, radios, televisions, musical instruments, tools, machinery and other noise generating devices and pets (if so permitted pursuant to these Rules and Regulations) to ensure these do not create unreasonable levels of noise.
- 2.8 Notwithstanding Rule 2.7, routine operational noise from garden and power equipment is acceptable between 8:00 am to 8:00 pm Sunday to Thursday and from 11:00 am to 5:00 pm on Fridays, Saturdays and UAE public holidays, provided that such noise is minimized as much as operationally possible. At all other times, such operational noise is not permitted. 2.9 Alterations, additions or decorations to the exterior of the Plot or Unit may not be made without the prior written consent of the Master Developer and then only upon the terms and conditions contained in such consent. Notwithstanding any approval granted by the Master Developer, no alteration, addition or decoration to the exterior of a Plot or Unit may be undertaken until any approval required from the Local Authority has been

obtained. It is the duty and responsibility of the Owner, Owners Association or Unit Owner or Occupier of a Plot or Unit to obtain any such necessary permit or approval.

- 2.10 Owners, Owners Associations and Unit Owners must at all times maintain good state of repair, functionality and cleanliness which is consistent with the original build quality and design of the Plot or Unit.
- 2.11 No Owner, Owners Associations or Unit Owners shall make structural, mechanical or electrical alterations to a Plot without the prior written consent of the Master Developer and then only upon the terms and conditions contained in such consent. Any interior alterations should be carried out at reasonable hours and shall not cause any undue disturbance to neighboring Owners, Owners Associations and Unit Owners or Occupiers.
- 2.12 Interior repairs and maintenance of a Plot or Unit of whatever nature are the responsibility of the Owner, Owners Associations and Unit Owners or Occupier of that Plot or Unit.
- 2.13 An Owner, Owners Associations and Unit Owners shall not place or do anything on any part of the Common Use Facilities, including balconies, terraces and patios, which in the opinion of the Master Developer, is aesthetically displeasing or undesirable when viewed from the outside.
- 2.14 No air conditioning units or equipment shall be installed or placed on any balcony or any other exterior portion of any Plot or Unit, unless with the Master Developer's written consent.
- 2.15 Barbecues on balconies (including the storage of gas cylinders) are prohibited unless specific approval is obtained by and given from the Master Developer.

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- 2.16 No television aerials or satellite dishes may be attached to the exterior of any Plot or Unit without the prior written consent of the Master Developer and then only upon the terms and conditions contained in such consent.
- 2.17 An owner or Unit Owners shall not place or hang any washing or laundry or any other items on any part of the Plot or Unit where it is visible from outside.
- 2.18 No sign, notice, billboard or advertisement of any kind whatsoever may be placed on any part of the Plot or Unit, so as to be visible from the outside of the Plot or Unit without the prior written consent of the Master Developer and then only upon the terms and conditions contained in such consent.
- 2.19 An Owner, Owners Association and Unit Owner shall not store any material, or do or permit or allow to be done, any other dangerous act in his Plot or Unit or on the Common Use Facilities, which will or may increase the rate of the premium payable by the Master Developer on any insurance policy.
- 2.20 The Master Developer shall not be responsible for any damage or bodily injury sustained by the Plot or Unit or incurred by an Owner, Owners Association or Unit Owner. The Master Developer shall not be responsible for any accident or damage that occurs in or around the Common Use Facilities unless the same is caused due to gross negligence.
- 2.21 An Owner, Owners Association or Unit Owner shall comply with all security procedures and directives implemented and issued from time to time by the Master Developer.
- 2.22 Owners, Owners Associations and Unit Owners are not permitted to keep pets in or around their Plots or Units, unless with the prior written consent of the Master Developer and with any required consents from the Local Authority.
- 2.23 All the Owners, Unit Owners and Owners Associations shall observe and shall ensure that their Occupiers observe:
- (a) Any road signs on the Common Use Facilities and not drive their vehicles in any manner which creates a nuisance or is considered by the Master Developer not to be in the interest of safety;
 - (b) A speed limit of 10 kilometers per hour on the approach to and from designated parking and recreational areas;
 - (c) Unless otherwise advised by the Master Developer, a maximum speed limit of 60 kilometers per hour on any roads within the Master Community;
 - (d) Those vehicles may be parked only on such areas of the Common Use Facilities as are specifically indicated or approved by the Master Developer for that purpose and in such a way that the flow of traffic and access to and egress from garages or parking bays is not obstructed. In particular, vehicles must not be parked on pavements, gardens, lawn areas, road verges, footpaths, or landscaped areas, or so to cause an obstruction of fire hydrants, pump stations, electrical stations, emergency escapes, entry drives, parking area access ramps and driveways. One vehicle may not occupy two parking bays;
 - (e) That no trucks, trailers, boats or other heavy vehicles may be parked on the Common Use Facilities without the prior written consent of the Master Developer;
 - (f) That the Master Developer may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned in the Common Use Facilities in contravention of these Rules and Regulations;

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(g) That the parking of vehicles upon the Common Use Facilities 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 Master Developer or any of its employees for any loss or damage of whatever 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 Use Facilities.

(h) Unregistered or un-roadworthy vehicles, including any mini bike, quad bike or dune buggy, must not be driven or permitted to be driven anywhere in the Master Community, including designated parking areas.

(i) Vehicles that discharge fluids or damage the streets, designated parking areas or parking structure within the Master Community in any way must be removed or repaired. Owners and Unit Owners are responsible for the cleanup and/or repair required as a consequence of any such damage.

2.24 Any swimming pool areas, gym areas or any other recreational areas (if applicable), are primarily for use by Owners or Unit Owners or Occupiers, permanently residing at the Plot or Unit but may be used by their visitors or guests provided that an Owner, Unit Owner or an Occupier accompanies them. Residing Owners or Unit Owners or Occupiers are responsible for the behavior of their visitors or guests and shall ensure that their number at any one time is not such so as to prejudice the comfort, enjoyment or convenience of other Owners, Unit Owners or their Occupiers wishing to make use of the swimming pool or any other recreational areas. The Master Developer will create rules and regulations governing the use of the swimming pool and other recreational areas which all Owners, Unit Owners and Occupiers will have to observe.

2.25 The Master Developer or its employees shall not be liable to any extent whatsoever for the safety of anyone in the swimming

pool area or in any recreational areas. Non-swimmers and children must be accompanied at all times by a person who is able to accept responsibility for them.

2.26 The above duties are equally binding upon any and all Occupiers, and Owners and Unit Owners shall procure that their Occupiers are aware of and shall comply with them.

2.27 Every Owner, Owners Association and Unit Owner shall permit the Representative(s) to access the Plot or Unit as and when the same becomes necessary for the safety of the Master Community.

3. ENFORCEMENT

3.1 If an Owner, Owners Association or Unit Owner fails to comply with the provisions of these Rules and Regulations and such failure persists for a period of thirty (30) days after written notice to repair or maintain given by the Master Developer, then the Master Developer shall be entitled to remedy the failure in question in such manner as it deems fit and to recover the cost of so doing from such Owner, Unit Owner or Owners Association. Such remedies may include, without limitation.

- (a) hiring third parties to rectify the failure at the cost of the Owner, Unit Owner or Owners Association; and/or
- (b) levying a penalty of AED Three hundred (Dhs. 300) per day on the Owner until the remedy of such default. It is hereby acknowledged that he shall not be entitled to raise an objection to or demur such penalty.

3.2 If appointed pursuant to the Declaration, the Managing Agent on behalf of the Master Developer is authorized to take the following steps in the enforcement of these Rules and Regulations:

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- (a) Take any pursuant which the Master Developer is entitled to take under these Rules and Regulations or pursuant to the Declaration;
- (b) Take action to remedy any matter that is the subject of a complaint or dispute under these Rules and Regulations, or is otherwise a potential breach of these Rules and Regulations, in any manner it deems appropriate in the circumstances, or to refer such a matter to a Local Authority. Such referral will be at the sole expense of either the referring (original complainant) or offending Owner, Unit Owner or Owners Association, as determined by the Local Authority;
- (c) Make any enquiries and conduct any investigations and using such reasonable processes as appropriate, and at its reasonable discretion, to resolve any complaint, dispute or alleged breach of these Rules and Regulations and any other safety or security matters impacting or with the potential to impact on the Master Community or its operations; and Plots. Owners, Unit Owners and Owners Associations are required to cooperate with such enquiries and investigations and to comply with the directions of the Managing Agent;
- (d) Review all complaints it receives regarding breaches of these Rules and Regulations and, if appropriate to the circumstances, its staff may visit the area of an alleged breach. If possible and relevant, video images and/or photographs may be created, along with a report to document alleged non-compliance with these Rules and Regulations. The Managing Agent will review the facts and if appropriate and relevant may meet with the parties involved, and determine what breach(s) exist, if any, and what specific section(s) of the Rules and Regulations have been breached;
- (e) If, in the opinion of the Managing Agent, a breach of these Rules and Regulations exists, which threatens Owner or property, or, in the reasonable opinion of the Managing Agent, is likely to cause damage or injury to the Master Community in any way, the Managing Agent is authorised to take immediate action to remedy such breach;
- (f) Pursue any breaches of these Rules and Regulations and any safety and security issue that comes to its attention with the potential to impact on the Master Community, immediately and until such breaches or issue(s) have been corrected;
- (g) In consultation with the Master Developer (and without prejudice to Rule 3.1), impose fines and issue infringement notices to Owners, Owners Associations and Unit Owners for alleged breaches of specified rules or for failing to act or otherwise failing to remedy breaches of these Rules and Regulations, including in relation to parking matters. Such fines will be payable to the Master Developer, and may be recovered as a debt pursuant to the Declaration or through other formal processes as determined by the Managing Agent (in consultation with the Master Developer) from time to time.