

## **Community Rules and Regulations for Vertical Communities**

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Dubai Marina

### **RULES**

#### **1. INTRODUCTION**

The Rules outlined herein are established to serve the collective interests of all property owners and residents, promoting a sustainable environment that enhances the enjoyment of Residents' homes, as well as the shared common areas and facilities. These Rules aim to ensure a harmonious, aesthetically pleasing, sustainable and secure living environment for families, children, neighbours, and guests within the Community and the broader Master Community. Adherence to these Rules is essential to maintaining and protecting the property values and shared assets of the Community and in promoting sustainability throughout the Community.

All Owners, Residents, Holiday Home Operators, and their Invitees should be familiar with and abide by these Rules at all times pursuant to the obligation set out in clause [5.3(f)] of the Agreement for Sale. These Rules are given force and effect by the Agreement for Sale.

Residents must ensure that their Invitees abide by the Rules.

If an issue arises concerning discrepancies, inconsistencies or ambiguities with these Rules, the Community Manager will interpret these Rules and clarify the issue.

Any violation of these rules may result in a **Notice of Violation** and a penalty through the Mollak System.

## 2. DEFINITIONS

**Agreement for Sale** – Refers to sale and purchase agreement entered into by an Owner to acquire its Unit.

**Architectural Guidelines** - Refers to the standards and policies concerning home improvements, landscaping, and architectural changes adopted by the Community Manager.

**Common Area** – Refers to all open areas, services, facilities, roads, pavements, water features, gardens, utility spaces, administrative buildings, installations, improvements, and shared assets within the Community designated for the shared use of all Owners.

**Community** – Refers to the **Dubai Marina** community within the Master Community, including residential dwellings, commercial offices, and retail spaces, governed by the Governance Documents.

**Community Manager** – Refers to the individual or entity appointed by the Master Developer or RERA in accordance with the JOP Law to oversee the management and maintenance of the Common Areas.

**Community Security** – Refers to the security personnel engaged by the Community Manager or the Master Developer to ensure the safety and protection of the Community's residents, property, and assets.

**Holiday Home Operator (HHO)** - Refers to a registered company providing short-term rental services for furnished units, in compliance with the Department of Tourism & Commercial Marketing regulations.

**Governance Documents** – Refers to the governance documents required under the JOP Law that regulate the Community and Master Community, including these Rules.

**Invitees** – Refers to an Owner's or Resident's invited visitors to the Community or a Unit including their customers, guests, family members, suppliers, contractors, employees, clients, customers, patients, business associates, servants, or agents.

**Jointly Owned Property (JOP)** - Refers to property governed by the JOP Law, which includes Common Areas.

**JOP Law** – Refers to Law No. (6) of 2019 on the Ownership of Jointly Owned Property in the Emirate of Dubai, and includes the regulations and decisions issued by the chairman of the Land Department from time to time and any other directions or regulations intended to complement such law.

**Local Authority** — Includes government entities in Dubai, such as Police, Immigration, RTA, DEWA, Civil Defence, Municipality, RERA, and other regulatory bodies with jurisdiction over the Community and Master Community.

**Master Community** - Refers to the entirety of the community identified as **Dubai Marina Master Community**, Dubai, as shown on the Master Plan, including any amendments or extensions thereof.

**Master Community Common Areas** - Refers to all shared spaces, services, and facilities within the Master Community, including but not limited to roads, gardens, pavements, water features, and other amenities designated for communal use, as outlined in the Master Plan.

**Master Community Declaration** Refers to the governing document which governs and regulates the Master Community as a whole, including the Community, including its schedules and these Rules, as amended periodically.

**Master Community Levy** - Refers to the fees for the program of maintenance, management, security, upkeep, renewal, repair, and replacement of the roads, landscaped areas, boulevards facilities, and all other areas constituting Master Community Common Areas, 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 workers associated with these tasks plus the costs of administration.

**Master Developer**- Refers to Emaar Properties PJSC, a corporation incorporated and registered in Dubai, United Arab Emirates, or any of its subsidiaries, nominees, assigns, or successors-in-title.

**Master Plan** - Refers to the master plan prepared by the Master Developer and approved by the Local Authorities.

**Mollak System** – Refers to the Dubai Land Department's online platform for regulating and managing Jointly Owned Properties.

**Notice of Violation** - Refers to a formal notification issued to a violator of the Rules (either through the Mollak System, or directly by the Community Manager) intended to prompt corrective action and prevent recurrence.

**Owner** – Refers to the registered owner of a Unit, inclusive of individuals with pending title registration, heirs, successors, or permitted assigns, and may include the Master Developer in respect of any unsold Units.

**Plot** – Refers to the plot of land on which an individual property is constructed.

**Resident**- Refers to any individual occupying a Unit for its intended purpose, including Tenants and Owners (whether in occupation or not).

**Rules** – Refers to the rules outlined in this document and any additional rules or regulations issued by the Master Developer pursuant to the Master Community Declaration.

**Service Charges** – Refers to fees levied for the maintenance, security, and management of the Common Areas, covering associated costs such as utilities, personnel, and administrative expenses, and includes a proportion of the Master Community Levy.

**Shared Facilities** - Refers to communal spaces and amenities available for Residents' use, including but not limited to tennis courts, squash courts, badminton courts, MUGA courts, children's play areas (indoor and outdoor), swimming pools, basketball courts, football fields, multi-function rooms, mini theatres, meeting rooms, libraries, barbecue areas, gyms, billiards rooms, open parks, skate parks, and dog parks.

**Special Levy** - Refers to a one-time fee imposed to cover significant expenses not included in the annual budget or capital reserve fund, including constructing new structures or facilities approved by a majority of Owners and RERA.

**Tenant** - Refers to an individual or corporate entity leasing a property from the Owner.

**Unit** - Refers to any segment such as an apartment, office, retail space, or villa within the Community. These Units are governed by applicable laws and regulations and serve various purposes, including residential, commercial, and other uses as per their intended design.

**Violation Penalty** - Refers to penalties imposed (either through the Mollak System or by the Community Manager directly) for non-compliance with a Notice of Violation or verbal. These may include monetary fines or reporting to Local Authorities.

### **3. POWERS AND DUTIES OF THE COMMUNITY MANAGER**

- i. The Community Manager is authorised to administer and enforce these Rules.
- ii. The Community Manager will be responsible for receiving complaints, enforcing compliance with these Rules and the general administration of these Rules.
- iii. The Community Manager is authorised to take action to remedy any matter that is the subject of a complaint or dispute under these Rules in any manner it deems appropriate in the circumstances or refer such a matter to a Local Authority.
- iv. If, in the opinion of the Community Manager, a breach of these Rules exists, which threatens persons or property, or is likely to cause damage to the Community in any way, the Community Manager is authorised to immediately enforce these Rules.
- v. The Community Manager is authorised to pursue any breaches of the Rules immediately until such breaches have been corrected. This includes, taking enforcement actions, and initiating legal proceedings or other remedies as permitted under applicable laws and the Governance Documents.

### **4. GENERAL RESTRICTIONS**

#### **4.1 Noise and Nuisance Activities**

- i. No nuisance, obnoxious, or offensive activities shall be conducted or permitted in any part of the Community (including the Master Community), including any Unit, that may reasonably be deemed an annoyance, nuisance, or interference with the quiet enjoyment of any Resident.
- ii. Nuisances include, but are not limited to, odours, smoke, vibrations, or obstruction of views. Offensive noises include, without limitation, those caused by pets, televisions, stereos, musical instruments, revving car or motorcycle engines, and car stereos. Noise shall be deemed excessive if it is audible within a neighbouring Unit with windows and doors closed.
- iii. Any noise arising from private or personal matters must be minimized to avoid causing disturbances. Upon receiving complaints, Residents must promptly and appropriately address the concerns and take necessary measures to eliminate disturbances.
- iv. Residents must maintain a high level of decorum and not interfere with the peaceful enjoyment of all neighbours.

- v. Residents, when present in Common Areas, must be appropriately clothed and must not use language or engage in behaviour that could reasonably cause offense, embarrassment, or discomfort to other Residents or individuals lawfully utilizing the Common Areas or the building.
- vi. Residents are responsible for ensuring their children do not engage in activities that generate noise or nuisance within any Common Area, including but not limited to building corridors, hallways, parking areas, reception lobbies, and similar spaces.
- vii. Noise generated by personal cleaning, equipment, or power tools is permitted only during the following hours:
  - **9:00 a.m. to 1:00 p.m.**
  - **3:00 p.m. to 5:00 p.m.**

Any activity requiring a contractor's permit must adhere strictly to this schedule.
- viii. If Residents experience noise disturbances caused by neighbouring Units and the responsible Resident fails to take corrective action after intervention by Community Security, the affected party may escalate the matter to the Community Manager. If no resolution is reached the affected party shall have the right to approach the Local Authorities directly. Noise issues originating outside the Community shall also be addressed by the Local Authorities, and prompt reporting is essential to ensure appropriate resolution in compliance with applicable laws.

#### **4.2 Privacy**

- i. No activities shall be conducted within any part of the Community or the Master Community that unreasonably interfere with a Resident's right to privacy within their Unit.
- ii. Residents and their Invitees must refrain from any actions that compromise the comfort, safety, or peaceful enjoyment of others within the Community. This includes, but is not limited to, creating disturbances, operating drones, engaging in disruptive behaviour, or violating any rules that affect the well-being of fellow Residents.
- iii. Residents are responsible for implementing reasonable measures to safeguard their privacy. This may include the use of window treatments or landscaping, provided such modifications comply with the Architectural Guidelines.
- iv. The installation or use of surveillance equipment, including but not limited to CCTV cameras, that is directed outside the boundaries of private property and/or faces other Units or Common Areas is strictly prohibited, in order to preserve the privacy of all Residents and comply with applicable privacy regulations.

#### **4.3 Abuse of Community Staff**

- i. Residents are required to treat all staff members of the Community, including those managing the facilities in the Community, with respect and courtesy. Verbal or physical abuse, inappropriate gestures, or any disrespectful actions toward staff are strictly prohibited and shall constitute a serious violation of the Rules.
- ii. Complaints regarding staff behaviour or misconduct should be formally documented and submitted to the Community Manager. Where necessary, such complaints may be escalated or reported to Local Authorities, depending on the severity of the situation.
- iii. Offenders will be issued a Notice of Violation and may be subject to a Violation Penalty. Complaints concerning the mistreatment of employees or vendors must be submitted in writing to the Community Manager for review and investigation.

#### 4.4 Pets & Pet Management

- i. Animals such as poultry, fowl, wild animals, horses, cattle, sheep, goats, monkeys, swine, or any other non-domestic animal shall not be brought into or kept within the Master Community.
- ii. Domestic household pets, including dogs, cats, birds, fish, and reptiles, may be kept, provided they are not bred, raised for commercial purposes, or kept in unreasonable quantities as determined by the Community Manager.
- iii. Upon written request from any Resident, the Community Manager shall conclusively determine, in accordance with these Rules, whether an animal qualifies as a domestic household pet, makes an unreasonable amount of noise, is allowed to roam freely, or constitutes a nuisance. The decision of the Community Manager shall be final and binding and will be enforced accordingly.
- iv. All animals (including reptiles) kept within, or brought into, the Master Community must be approved by Dubai Municipality, and Residents are responsible for ensuring compliance with the Emirate's list of banned pets.
- v. Pets must be housed and cared for humanely, adhering to Local Authority guidelines and best international practices for animal welfare.
- vi. Pet owners must not inflict or cause, through action or omission, any cruelty to pets or other animals. This includes leaving pets unattended for any period within or upon vehicles, structures, or any Common Areas, including the car park.
- vii. Pets must not be left unattended on balconies for extended periods under any circumstances.
- viii. No animal shall be allowed to make an unreasonable amount of noise or become a nuisance to others within the Community.
- ix. Bird feeders or feeding racks are prohibited in Common Areas, balconies, windows, or any open spaces within the Community.
- x. All dogs must be kept on a leash and under the immediate and effective control of a competent handler whenever outside the boundary walls of a Unit.
- xi. Pets must always wear appropriate identification when outdoors.
- xii. Recognizing that some Residents may have allergies, phobias, or other concerns related to pets, Residents accompanied by pets must yield to Residents without pets when using elevators, except in buildings which have designated pet elevators.
- xiii. Any dog faeces deposited in any portion of the Community or Master Community must be promptly removed and disposed of in a sanitary manner by the dog handler. If a pet urinates on exterior walls, the handler must immediately clean the area with water and a suitable cleaning agent to prevent staining and odours. This rule also applies to domestic employees who exercise pets on behalf of Residents. Non-compliance will result in a Notice of Violation and applicable Violation Penalty.
- xiv. Pet owners are fully responsible for their pets and shall bear sole liability for any damage or injury caused to persons or property by their pets.
- xv. Pet owners are liable to other Residents and Invitees for the actions of any animal brought into or kept within the Community.
- xvi. Pet food must not be left in Common Areas or near structures such as front porches, decks, garages, or balconies, to avoid attracting pests or stray animals.
- xvii. Residents are prohibited from keeping or walking their dogs in restricted parts of the Common Areas, including but not limited to parking areas, children's play areas, BBQ

areas, podium spaces, internal walkways, Shared Facilities (excluding designated dog parks, if any), and amenity areas. Residents must ensure that pets are only taken to areas where they are explicitly permitted and must refrain from entering any Common Areas where pets are not allowed.

- xviii. Feeding stray animals, including cats or birds, is strictly prohibited and contravenes the rules and regulations established by the Dubai Municipality.
- xix. Residents must contact Dubai Municipality or other relevant Local Authorities in cases involving serious incidents within the Community, such as lost or abandoned pets, inhumane treatment of animals, disturbances caused by neighbours' pets, or pet attacks.

#### 4.5 Hazardous Activities

- i. Hunting, trapping, discharging firearms, and the use of toy guns or air guns capable of causing harm to persons or property are strictly prohibited within the Community and Master Community.
- ii. Open fires are not permitted within the Community or Master Community, except for contained barbecue units actively attended and used solely for cooking purposes. No action shall be taken or item kept in any Unit or on the Common Property that could result in an increase in the building and Common Area insurance premium or the cancellation of such policy.
- iii. Barbecues, grills, or any cooking equipment of any kind are prohibited from being used on balconies or terrace areas.
- iv. Barbecuing, grilling, or cooking on balconies or patios is strictly prohibited.
- v. Smoking cigarettes, shisha, or other similar activities on any balcony and in any hallways, stairwells or Shared Facilities is prohibited.
- vi. Residents must never leave cooking appliances unattended while in use and shall only operate such appliances in designated kitchen areas.
- vii. Residents must not store or place any flammable materials on the balconies.
- viii. Residents are strictly prohibited from throwing any items, regardless of nature, from windows, balconies, or terrace areas.
- ix. Residents must not store or use flammable chemicals, liquids, gases, or materials within Units or Common Areas without prior written consent from the Community Manager. This restriction does not apply to substances intended for domestic purposes or to fuel stored in a motor vehicle's fuel tank.
- x. The use of drones or fireworks within the Community is strictly prohibited. This includes launching, operating, or flying drones, as well as igniting or setting off fireworks, in any Common Areas, balconies, terraces, or patios.
- xi. Smoking is only permitted in designated smoking areas, if any, as determined by the Community Manager or Local Authorities from time to time.
- xii. **Preservation of Fire Safety:** Residents must not in any way engage in any activity within their Unit, the Common Areas, or the Community that may interfere with the operation of fire safety devices or reduce the overall level of fire safety in the building, Units, or Common Areas.
- xiii. Residents must provide access to the Community Manager or its contractors to their Units for the purposes of inspecting critical life safety systems, such as fire safety systems, upon reasonable notice from the Community Manager or Local Authorities. Failure to comply may result in penalties or other enforcement actions as deemed necessary to ensure the safety and well-being of all residents.

- xiv. Residents must not engage in any activity within their Unit or Common Areas which could trigger a false fire alarm and cause a building evacuation.
- xv. Residents must strictly comply with all evacuation plans, fire safety procedures, and other safety protocols published by the Community Manager. This includes participating in scheduled drills, following instructions during emergencies, and staying informed about any updates to safety procedures.
- xvi. Residents must not dispose of live coal, lit cigarettes, flammable chemicals, pressurized tin cans, batteries, electrical devices, or any other flammable items improperly within the Community Common Areas.
- xvii. Residents shall not store or use Liquefied Petroleum Gas (LPG) cylinders anywhere within the Community or within their Unit, unless the Unit has been specifically designed, and approved for such use in accordance with applicable safety regulations and Local Authority guidelines, in which case only one LPG cylinder in use may be kept in the Unit. The storage of additional LPG cylinders is strictly prohibited.
- xviii. Only an authorized service provider is permitted to activate the central gas connection, where available. No Resident shall attempt to activate the gas connection themselves or appoint a technician to do so (only Local Authority-approved technicians may handle gas connections).
- xix. Any activities or conditions that endanger the health or safety of others within the Community are strictly prohibited.
- xx. Any violation of this section (**4.5 Hazardous Activities**) will result in the immediate issuance of a Notice of Violation along with an applicable Violation Penalty upon the first occurrence.

#### 4.6 Waste and Trash Management

- i. Residents shall use the designated refuse room to dispose of household waste.
- ii. Residents are prohibited from depositing or discarding any garbage, dirt, dust, or other material in the Common Areas or disposing of items in any unauthorized locations within the Community.
- iii. Residents must promptly clean up any spills or debris they create in the area housing designated shared receptacles for garbage, recyclable materials, or waste.
- iv. Residents shall make independent arrangements, at their own cost, for the disposal of bulky or heavy items.
- v. Residents must not accumulate waste in, on, or around their Unit, the Common Areas, or elsewhere in the building. They are required to ensure that all refuse is removed from their Unit and disposed of at locations designated by the Community Manager.
- vi. Residents are encouraged to participate in the Community's recycling program by separating recyclable materials from general waste. Designated recycling bins for paper, plastic, glass, and metal are provided in Common Areas for this purpose.
- vii. All recyclable materials must be cleaned and sorted before being placed in the appropriate recycling bins. Contaminated recyclables will not be collected and must be disposed of as general waste.
- viii. Regarding the disposal of garbage, waste, and recyclable materials, Residents must:
  - Ensure that garbage is securely wrapped.
  - Ensure that tins, bottles, or other containers are completely drained.
  - Ensure that recyclable materials or waste are separated and prepared in accordance with applicable recycling guidelines, if any.

- Comply with the Community Manager's requirements for the storage, handling, and collection of garbage, waste, and recyclable materials.
- ix. Disposal of hazardous waste such as batteries, old electronics, and appliances must be done in accordance with Dubai Municipality's hazardous waste collection procedures. Residents are responsible for ensuring that hazardous waste is not disposed of in regular waste bins.
- x. The Community Manager may post notices or signs in the Common Areas providing instructions for handling garbage, recyclable materials, and waste, and these must be strictly adhered to by all Residents.
- xi. A Notice of Violation will be issued to any Resident failing to comply with the disposal and management rules after being approached by Community Security. Should non-compliance persist, the Community Manager reserves the right to remove such items at the expense of the Resident.

#### **4.7 Littering, Vandalism and Damage to Common Areas**

- i. Littering, graffiti, or vandalism is strictly prohibited within the Community or the Master Community. Owners shall be held liable for the cost of cleaning, repairs, or replacement resulting from such actions by Residents or Invitees
- ii. The cost of reinstating items or areas vandalized within the Master Community will be charged directly to the individuals responsible. If the individual(s) responsible cannot be identified, the reinstatement costs will be included in the Service Charges for recovery.
- iii. Incidents of serious vandalism will be reported to the Local Authorities for further action.
- iv. Furniture and equipment in the Common Areas are provided for the safety, comfort, and convenience of all Residents. These items must not be damaged or removed without prior approval from the Community Manager.
- v. Residents are prohibited from marking, painting, driving nails or screws, or otherwise defacing or damaging any structures within the Common Areas without prior written consent from the Community Manager. Defacing or damaging such structures is prohibited.
- vi. Residents may install approved devices for affixing decorative items to the internal surfaces of walls in their Unit, provided such items are not visible from the Common Areas or other Units.
- vii. This Rule does extend to the installation of:
  - Locking or safety devices approved by the Community Manager to enhance security or safety within the Unit.
  - Screens or devices approved by the Community Manager to prevent entry of animals or insects into the Unit.
  - Decorative items affixed to the interior walls of a Unit that remain invisible from external areas or other Units.
- viii. Any item installed under Rule 4.7.vi must be competently and properly installed, adhering to any guidelines established by the Community Manager. In the absence of guidelines, the appearance must align with the overall aesthetic of the building.
- ix. Residents must promptly repair any damage, breakage, or defects caused to the Common Areas, fixtures, or neighbouring Units due to negligence, misuse, or abuse by themselves or their Invitees.
- x. Residents must not damage or disturb any lawn, garden, tree, shrub, plant, or flower located within the Common Areas.

#### **4.8 Use Restrictions**

- i. Owners must ensure that their Unit is used strictly in accordance with the permitted use as specified in the Agreement of Sale Unless explicitly stated, properties within the Community and Master Community are designated as residential units for single-family occupancy. Only Owners, Tenants, their immediate family members, guests, and domestic employees are permitted to reside in the residential units.
- ii. Companies are prohibited from accommodating bachelor employees in the Community if the premises are shared with other bachelors.
- iii. Business or commercial activities that involve public access are not permitted in residential Units without obtaining prior written approval from the Community Manager and all other relevant Local Authorities, as required by applicable laws and the Governance Documents.
- iv. All lease agreements must include a signed undertaking from the Tenant to strictly adhere to the Rules. Owners are responsible for ensuring compliance by all occupants. Regardless, the Owner shall remain ultimately liable for any violations.
- v. Partitioning of Units to rent out individual rooms is strictly prohibited.
- vi. Owners must not allow occupancy levels to exceed the number of individuals the Unit is designed to accommodate.
- vii. Owners are responsible for ensuring all occupants of their Unit comply with the Rules.
- viii. No Resident may engage in any activity that violates the laws, ordinances, statutes, rules, or regulations of Dubai or the United Arab Emirates. Residents must fully comply with all applicable laws concerning the use and occupation of their Units and the Common Areas.
- ix. Owners must adhere to all easements and restrictions benefiting or burdening their Plot or Unit as outlined in the Governance Documents.
- x. Residents are required to maintain contents insurance that covers the full replacement cost of all insurable improvements, personal belongings, and contents within their Unit. In the event of any incident - such as water leakage or damage originating from neighbouring Units or Common Areas - that affects the contents or personal belongings within a Unit, any associated costs must be recovered through the Unit Owner's or Occupant's contents insurance. The Community Manager shall not be held responsible for any such claims or damages that are not covered under the individual's insurance policy.
- xi. Residents are prohibited from using their Units or Common Areas for illegal or immoral activities or for any use that could harm the Community's reputation.
- xii. Short-term letting, unauthorized holiday home rentals, and rentals to non-single-family occupants are not permitted. Short-term letting is defined as leases shorter than six (6) months. Holiday Home Operators must comply with Rules and guidelines set by the Department of Economy and Tourism (DET).
- xiii. Residents must not use Common Areas for personal purposes, including placing furniture or personal items on walkways, landscaped areas, terraces, corridors, or other shared spaces.
- xiv. All duties and obligations imposed by these Rules apply not only to Owners but also to their Invitees, Tenants, licensees, and other visitors. Owners are responsible for ensuring compliance by all such individuals and are liable for any damages or losses caused by their actions.

#### **4.9 Household Staff**

- i. All household staff, including but not limited to housemaids, drivers, cooks, and gardeners, must possess a valid residence visa issued by the Dubai Immigration Department.
- ii. Residents are fully accountable for accommodating only household staff who are directly sponsored by them. Any violation may result in criminal prosecution by the Local Authorities in accordance with applicable laws.

### **5. USE OF SHARED FACILITIES AND ACCESS REGULATIONS**

#### **5.1 Recreation Areas, Amenities and Playgrounds (Shared Facilities)**

- i. The Common Areas and Shared Facilities are exclusively available for use by Residents and their immediate family members, and owner-accompanied guests. Residents must limit the number of guests using the facilities to ensure equitable access for other Residents. The Community Manager reserves the right to evaluate whether the number of accompanying guests is reasonable.
- ii. All individuals using the Shared Facilities and equipment do so at their own risk and must comply with the Rules and any regulations displayed within such Shared Facilities. The Master Developer and the Community Manager shall not be liable for any personal injury, loss of life, lost items, or property damage that occurs in the Shared Facilities or Common Areas, except where such liability cannot be excluded under applicable laws.
- iii. Children under the age of fourteen (14) must always be supervised by a parent or guardian aged eighteen (18) or older.
- iv. Pets are strictly prohibited from entering or being present in any Shared Facilities, except in designated dog parks, if available.
- v. Alcohol consumption is strictly prohibited in all Shared Facilities and Common Areas.
- vi. Grilling, cooking, and consuming pork are strictly prohibited in any designated BBQ areas and designated dining areas.
- vii. Residents intending to host private functions in Shared Facilities must obtain prior written permission from the Community Manager. The number of guests must comply with the rules posted within the facility or as specified by the Community Manager. Larger gatherings may require additional approvals. Functions must be held within the Resident's Community and must adhere to designated operating hours. The Community Manager reserves the right to approve or reject any request based on their assessment of the event's suitability, potential impact on the Community, and compliance with applicable rules. A security deposit may be required by the Community Manager, and Residents will be responsible for any damages or cleaning costs resulting from the function.
- viii. Any damage to Common Areas or amenities caused by an Invitee of a Resident will be charged to the person responsible. In cases where the Invitee fails, refuses, or is unavailable to pay, the costs relating to such damages shall be charged to the Resident who invited the responsible Invitee. In cases of serious damage resulting in injury or death, the incident will be reported to the relevant Local Authorities. The Community Manager reserves the right to take appropriate action to recover costs and ensure accountability. In the case of a minor, liability will fall to their parent or legal guardian.

- ix. The operating hours of Shared Facilities shall be determined by the Community Manager and displayed at entry points. Residents are prohibited from using amenities outside these hours.
- x. Residents and their Invitees are strictly prohibited from relocating or removing furniture or accessories within Shared Facilities. Unauthorized actions will result in charges to the Owner's Service Charge account.
- xi. Invitees must be accompanied by a Resident while using Shared Facilities, and the Resident is accountable for their Invitee's behaviour.
- xii. Residents and their Invitees must dress appropriately when using amenities, respecting others and adhering to hygiene and modesty standards.
- xiii. Residents must ensure children under their supervision do not play or remain in hazardous areas such as car parks or other dangerous Common Areas unless accompanied by an adult.
- xiv. Residents must prevent children under their supervision from using walls or floors for ball games, skateboarding, or cycling, or engaging in activities that deface walls, floors, or Common Areas.
- xv. Pedestrians have the right of way on footpaths throughout the Community and around ornamental lakes. Joggers, cyclists, roller-bladers, or others using recreational devices must yield to pedestrians.
- xvi. When applicable, Residents must reserve amenities through the designated process specified by the Community Manager.
- xvii. Non-resident Owners are deemed to have assigned their rights to Shared Facilities to their occupiers.
- xviii. Non-compliance with these Rules will result in a Notice of Violation, penalties, and possible restriction from Shared Facilities. Repeated or severe violations may result in permanent prohibition from using Shared Facilities.
- xix. The Community Manager reserves the right to temporarily close or restrict access to any Shared Facilities or amenities for the purpose of maintenance, repairs, to address safety concerns, upgrades, or improvements. Such closures will be communicated to Residents in advance specifying the expected duration (unless the closure is unplanned or an emergency, in which case no notice shall be required). No compensation, reimbursement, or claims of any kind shall be entertained or accepted for the unavailability of facilities during such periods.

## 5.2 Sports Areas

- i. Residents and their Invitees must adhere to the following Rules when using the sports areas within the Community.
- ii. Skates, skateboards, bicycles, tricycles, and other wheeled toys are strictly prohibited on basketball, padel and tennis courts, jogging tracks, football fields, parks, and lawns.
- iii. Stereo equipment or any similar devices (unless used with headphones) are not permitted within the sports areas.
- iv. Appropriate attire must be worn at all times in and around the sports areas.
- v. Only basketballs and netballs are permitted on the basketball courts. Only tennis balls and badminton shuttlecocks are allowed on the tennis courts.
- vi. Only tennis shoes or all-court shoes are permitted on the basketball and tennis courts. Leather-soled shoes and shoes with cleats are prohibited.

- vii. Individuals playing basketball or tennis must limit their playing time to one (1) hour when others are waiting. If an amenity reservation system is in place, users must book the facility and strictly adhere to their reserved time slot.
- viii. In games involving three (3) or more individuals playing basketball, playtime must not exceed one and a half (1.5) hours if others are waiting. If an amenity reservation system is in place, users must book the facility and strictly adhere to their reserved time slot.
- ix. A pair of individuals practicing tennis must limit their playtime to forty-five (45) minutes when others are waiting. If an amenity reservation system is in place, users must book the facility and strictly adhere to their reserved time slot.
- x. Doubles tennis games must not exceed two (2) hours when others are waiting. If an amenity reservation system is in place, users must book the facility and strictly adhere to their reserved time slot.
- xi. Lights must be turned off immediately after court use.
- xii. Trainers must comply with these Rules at all times while within the boundaries of the Community and Master Community and any other rules and regulations provided by the Community Manager.
- xiii. Trainers must only train Residents and have no right to reserve areas or prevent other Residents and their Invitees from using the Sports Areas.
- xiv. The trainer must present a valid training agreement between him / her & the Resident/s upon request by the Community Manager or community staff.
- xv. The Community Manager reserves the right to close any facility for maintenance, Community functions, tournaments, or special events. The Community Manager reserves the right to close any facility temporarily for maintenance, Community functions, tournaments, or special events. Additionally, the Community Manager may cancel or reschedule any existing reservations if deemed necessary due to operational requirements, safety concerns, or scheduling conflicts. Residents will be notified in advance where possible, and no compensation or alternative arrangements are guaranteed in such cases.

### **5.3 Gyms**

- i. Access to the gymnasium is strictly limited to Residents and their Invitees who are staying in their Unit for a minimum of twenty-four (24) hours. Residents are otherwise prohibited from inviting guests or non-residents solely for the purpose of using the gymnasium.
- ii. Each Resident is permitted to bring only one (1) Invitee to the gymnasium at a time unless prior approval is obtained from the Community Manager. The Community Manager may impose additional restrictions, including limiting the number of Invitees or restricting their use of the gymnasium.
- iii. The use of weight equipment is restricted to adults aged sixteen (16) or older. Youths aged fourteen (14) to fifteen (15) may use the equipment only if accompanied and actively supervised by a parent or guardian aged eighteen (18) or older. Minors aged thirteen (13) and below are strictly prohibited from accessing the gymnasium, even under adult supervision.
- iv. Weights must be cautiously lowered after use and must not be dropped onto the ground or floor.
- v. Detachable equipment, such as weights and dumbbells, must not be moved or used in areas other than those designated for such purposes.

- vi. Gym equipment must not be relocated from its original position or removed from the gymnasium under any circumstances.
- vii. Personal equipment or belongings must not be stored or left within the gymnasium.
- viii. Playing music out loud through speakers or personal devices in the gym area is strictly prohibited to avoid disturbing others.
- ix. The use of cardiovascular equipment is restricted to twenty (20) minutes when others are waiting. Additional restrictions may be imposed by the Community Manager.
- x. Alcohol consumption within the gymnasium is strictly prohibited.
- xi. Food and beverages, except for bottled water, are not permitted in the gymnasium.
- xii. Appropriate attire must always be worn in and around the gymnasium.
- xiii. Personal trainers may be permitted to use the gymnasium subject to a fee charged by the Community Manager. The number of trainers or coaches allowed, and their approval is at the discretion of the Community Manager. Only personal trainers and coaches who hold the appropriate licenses and a valid NOC issued by the Community Manager are authorized to provide personal training services to Residents in the gymnasium.
- xiv. Personal trainers must comply with these Rules at all times while within the boundaries of the Community and Master Community and any other rules and regulations provided by the Community Manager.
- xv. Personal trainers must only train Residents and have no right to reserve equipment or prevent other Residents and their Invitees from using the gymnasium.
- xvi. The Community Manager may limit the number of personal trainers who can use.
- xvii. the gymnasium at the same time.
- xviii. The trainer must present a valid training agreement between him / her & the
- xix. Resident/s upon request by the Community Manager or community staff.
- xx. The Community Manager reserves the right to close the gymnasium for maintenance, special Community functions, or events.
- xxi. All individuals using the gymnasium do so at their own risk and are required to comply with any rules and regulations displayed within the gymnasium and in its surrounding areas.
- xxii. All personal training sessions conducted within the gym and pool facilities must be booked exclusively through the Emaar One app. Both the trainer and the Resident must comply with the terms and conditions set by the Community Manager, including any applicable rules related to training hours, safety, conduct, and facility usage.

#### **5.4 Swimming Pools**

- i. Residents must use the swimming pool in a responsible and safe manner, considering the comfort and safety of other Residents.
- ii. Running, jumping, pushing, or engaging in any potentially hazardous activities is strictly prohibited in the pool areas.
- iii. All users of the swimming pools do so at their own risk and acknowledge that a lifeguard or supervisor may not be on duty at all times. Only individuals who are medically fit for swimming should use the pool. Residents or guests with medical conditions, contagious diseases, or any health concerns that may pose a risk to themselves or others should refrain from using the facility. The Community Manager shall not be held liable for any injury, illness, or loss of life resulting from the use of the swimming pool due to personal health conditions or failure to comply with this rule.

- iv. Diving, ball sports, skateboarding, acrobatics, rough play, or similar activities are not permitted in or around the pool.
- v. Residents and their Invitees must refrain from any behaviour or activity that disrupts the peaceful enjoyment of the pool facilities by others, including generating excessive noise.
- vi. Children under the age of fourteen (14) years must always be supervised by a competent adult.
- vii. For hygiene purposes, all persons are required to shower before using the pool or jacuzzi.
- viii. Public displays of affection or any similar acts are strictly prohibited within the pool area.
- ix. Appropriate swimwear must be worn at all times in the pool area. Unclad sunbathing is expressly prohibited.
- x. Infants and children who are not toilet trained must wear a clean and waterproof swim diaper when entering the swimming pool.
- xi. Residents with open wounds or who are suffering from infectious diseases are not permitted to enter the pool.
- xii. Alcohol consumption within the pool area is strictly prohibited.
- xiii. The consumption of food or beverages, other than bottled water, and the use of glass items, is not permitted in the swimming pool area.
- xiv. Pets are not allowed in or around the pool area.
- xv. Playing music on speakers or personal devices in the pool area is strictly prohibited to avoid disturbing others.
- xvi. Residents must use their personal towels on sunbeds to maintain hygiene and prevent damage or staining.
- xvii. Access to the pool area is restricted to Residents and their Invitees who have been staying in their Unit for at least twenty-four (24) hours. Invitees must always be accompanied by a Resident when using pool facilities.
- xviii. The Community Manager may restrict access to the pool area if the maximum pool capacity limit has been reached, in order to ensure the safety of all Residents.
- xix. The Community Manager may charge a fee for permitting swimming coaches to use the pool for training purposes. Only licensed and approved swimming coaches may provide swimming lessons in the pool. The approval and number of such coaches will be determined at the discretion of the Community Manager, with notification provided to the Residents.
- xx. Swimming coaches must hold a valid license issued by the regulatory authorities in the UAE and secure a No Objection Certificate (NOC) from the Community Manager to conduct training sessions.
- xxi. Residents must ensure that their appointed trainers meet the required qualifications, including possession of a valid professional trainer certification and compliance with the laws of Dubai.
- xxii. Only trainers listed and approved by the Community Manager may access Community amenities for training purposes. All personal training sessions for gym and pool facilities must be booked through the Emaar One app.
- xxiii. The allocation of training slots and their timing will be determined at the discretion of the Community Manager. The Community Manager may limit the number of swimming coaches who can use the pool at the same time.
- xxiv. Swimming coaches must comply with these Rules at all times while within the boundaries of the Community and Master Community and any other rules and regulations provided

by the Community Manager. Residents bear full responsibility for the behaviour and conduct of their appointed trainers.

- xxv. Swimming coaches must only train Residents and have no right to reserve pool space or prevent other Residents and their Invitees from using the pool.
- xxvi. The swimming coach must present a valid training agreement between him / her & the Resident/s upon request by the Community Manager or lifeguard.
- xxvii. All posted rules and regulations at the swimming pool facilities must be adhered to by all users.
- xxviii. Decisions made by the Community Manager regarding pool safety and activities deemed disruptive to other Residents will be final and binding.

## 5.5 Community Beaches

- i. Residents must at all times comply with applicable laws and the requirements of the Local Authorities (including complying with any regulations issued from time to time by the Dubai Municipality) regarding the use of community beaches (if any), and must strictly comply with these Rules when using a community beach.
- ii. For the safety of Residents, swimming after sunset is strictly prohibited.
- iii. Community beaches will not be manned and as such it is solely the Residents' or their Invitees' responsibility to ensure it is safe to enter the water at all times.
- iv. Residents or their Invitees must not at any time:
  - a. swim from a community beach when the red flag is raised and must swim with caution from the community beach when the yellow flag is raised;
  - b. swim in rough seas;
  - c. swim close to the rocks or outside of the safe zone (which will be identified by way of buoys);
  - d. leave garbage on or soil a community beach;
  - e. smoke cigarettes or possess or consume alcohol on a community beach;
  - f. bring or allow any pets onto a community beach;
  - g. hold any barbecues, light any fires, camp, sleep overnight, or smoke shisha on a community beach;
  - h. allow children under the age of 12 to be present on a community beach without a responsible adult accompanying and supervising them;
  - i. conduct any professional photography on a community beach (unless permitted in writing by the Master Developer or the Community Manager);
  - j. conduct or participate in any private fitness lessons on a community beach (unless permitted in writing by the Master Developer or the Community Manager);
  - k. dress inappropriately or in any manner that is not in accordance with local customs;
  - l. distribute or permit to be distributed on a community beach any marketing or sales materials (unless permitted in writing by the Master Developer or the Community Manager);
  - m. behave in a manner that disturbs the enjoyment of other community beach users, including by playing music, making excessive noise, throwing frisbees, balls or the like, or leaving recreational items unattended for extended periods;
  - n. launch any motorised watercraft from a community beach;

- o. bring or store any motorised watercraft on the community beach or retain motorised watercraft in the waters off a community beach; or
  - p. operate any motorised watercraft in an irresponsible manner or in a manner which disturbs the enjoyment of users of the community beach or in any manner in breach of any regulations of Local Authorities.
- v. The Master Developer and the Community Manager will not be responsible for any personal accident or theft of personal belongings.

### **5.6 Service Plant, Filtration, and Telephone Rooms / Structures**

- i. The service plant rooms, filtration rooms, telephone rooms, and all other utility areas within the Master Community and buildings are strictly off-limits to unauthorized persons. Access to these areas is permitted only to authorized personnel for maintenance, repairs, or operational purposes as designated by the Community Manager.

## **6 BUILDING & PARKING ACCESS AND RESTRICTIONS**

All Residents are required to comply with the following rules relating to building and parking access. Any violation of the building and parking access policies outlined below may result in the immediate towing of the vehicle at the vehicle owner's expense.

### **6.1 Access Control**

- i. Only vehicles with a valid access card or those registered for Automatic Number Plate Recognition (ANPR) will be granted access to the car park.
- ii. Residents and their Invitees are prohibited from tailgating or using the exit driveway to gain unauthorized access to the Community parking area.
- iii. Delivery personnel, taxi drivers, and school bus drivers will be permitted entry to the Community at the designated pick-up and drop-off areas for the purpose of delivering goods and picking up or dropping off Residents.
- iv. Residents must carry their building access cards at all times to gain entry to the Community and its amenities, where applicable.
- v. Any lost or found access cards must be promptly reported to the Community Manager or the Community Security office. It is strictly prohibited for any Resident, or their Invitees to use access cards not specifically issued for the property they own, occupy, or visit.
- vi. Service providers, building contractors, and handymen are permitted to enter the Community only with approved entry permits and documentation issued by the Community Manager. The Community manager has the right to deny access to the service providers, contractors, and handymen at any time.
- vii. Property agents nominated by the Owner must possess a valid license from the Land Department and must be prepared to present such license upon request by building security.
- viii. Authorized and registered Holiday Home Operators must be present during their guests' check-in and check-out processes.

### **6.2 Parking**

- i. Car park access devices/cards will be issued to each Owner for each car space assigned to their Unit. In case of loss or damage to the access device/card, replacement devices/cards may be available from the Community Manager, subject to an application and a fee determined by the Community Manager.

- ii. Holiday Home Operators and their guests are not entitled to receive parking access cards. During the check-in process, guests must register their vehicles by providing ownership details, including the license plate number and a copy of the vehicle registration document. Following registration, access to the designated parking bay for the Unit can be obtained through Community Security.
- iii. Residents must park their vehicles only in the car park spaces allocated to their Unit, as specified in their title deed.
- iv. Parking on pavements, gardens, lawn areas, road verges, beaches, footpaths, landscaped areas or in front of entrances, fire hydrants or any areas/structures related to the provision of emergency services for any period of time is not permitted.
- v. Visitor parking bays are reserved exclusively for visitors and are available on a first-come, first-served basis for a maximum duration of four (4) hours. Overnight parking or exceeding the four-hour limit is strictly prohibited. Residents are not permitted to park in these spaces. In the event of a violation, the Community Manager may issue a Notice of Violation to the offending Resident and report the matter to the relevant authorities for further action. The vehicle owner shall bear any consequences or penalties resulting from such violations.
- vi. Residents and their Invitees are strictly prohibited from using designated loading and unloading bays for parking. These areas are reserved exclusively for the efficient loading and unloading of goods and materials.
- vii. A car parking space may not be used for recreation, storage of any items, or housing domestic help.
- viii. Major vehicle repairs may not be conducted in parking spaces, carports, or Common Areas, except for emergency repairs necessary to move the vehicle to a proper repair facility.
- ix. No dune buggies, kayaks, boats, watercraft, watercraft trailers, trucks, recreational vehicles, mobile homes, motorhomes, vans, or camper shells that are detached from a vehicle shall be parked within the Common Areas.
- x. No motor vehicle or trailer may be constructed, reconstructed, or repaired in the Common Areas.
- xi. Vehicles must not be parked in parking spaces designated for People of Determination (POD) without a valid POD permit or similar authorization issued by the relevant Local Authority.
- xii. Vehicles may not be parked in a manner that obstructs entrances or exits to the Community, access to service rooms, or other essential areas.
- xiii. Dismantled or wrecked vehicles or equipment must not be stored or parked within the Community.
- xiv. No trailers, trucks, boats, or recreational vehicles may be used as living spaces within the Community.
- xv. Residents must not exceed the speed limit of 10 km/h within the car park.
- xvi. Residents must not sound a car horn or create any noise or nuisance activity with their vehicle, except in cases of emergency.
- xvii. Residents must not litter in the car park and must clean any oil spills or other substances emitted from their vehicle at their own expense. Vehicles that drip fluids or damage Common Areas must be removed or repaired. If a Resident fails to clear a spill within twenty-four (24) hours or in case of an emergency, the Community Manager may arrange for the cleanup and recover the costs from the responsible Resident.

- xviii. Residents must not wash their cars with water in the Common Areas or in their designated parking space but may use the services of a service provider appointed by the Community Manager.
- xix. Residents must not use any water or power supply connection within the parking area without prior approval from the Community Manager.
- xx. Any charges incurred by the Community Manager due to a breach of the Rules related to parking shall be charged to the responsible Resident.
- xxi. Vehicles are parked in the car park at the sole risk of the Resident or vehicle owner. The Community Manager shall not be held liable for theft, vandalism, damage, or any other incidents involving vehicles or their contents. In the event of an accident or damage occurring within a designated parking slot or any part of the parking area, the vehicle owner must report the incident to the relevant Local Authorities and insurer. The Community Manager shall bear no responsibility for any such incidents, associated costs, or claims arising from vandalism, negligence, or failure to follow proper reporting and insurance procedures.
- xxii. Electric vehicle (EV) charging stations are designated for active charging only.
- xxiii. Residents may use the EV chargers in the Community for no longer than four (4) hours and must remove their vehicle from the spot thereafter to ensure fair usage for other Residents.
- xxiv. Unauthorized use of EV charging stations, including parking non-electric vehicles in these spaces, is strictly prohibited and may result in penalties, such as towing at the Owner's expense and a Notice of Violation.
- xxv. Residents are responsible for any damage caused to the EV charging stations due to misuse or negligence.
- xxvi. All rules and regulations posted at the designated EV charging stations must be strictly adhered to.
- xxvii. Residents must ensure that their Invitees comply with the Community parking rules.
- xxviii. Violation of the parking rules may result in the issuance of a Notice of Violation, with applicable penalties, following a verbal warning from building security. Such violations may also be reported to the Local Authorities at the discretion of the Community Manager.
- xxix. Residents must ensure that vehicles parked in their designated parking spaces are kept clean and presentable at all times, in order to maintain the aesthetic standards of the Community. Failure to maintain vehicle cleanliness may result in the issuance of a Notice of Violation by the Community Manager.

### **6.3 Road Usage and Road Safety**

- i. The maximum speed limit on the Community streets is 40 kilometres per hour on main roads and 25 kilometres per hour on neighbourhood roads. In all instances, the posted speed limit signs must be adhered to at all times.
- ii. No motorized vehicle of any kind may be operated in a manner that is dangerous, noisy, or creates a nuisance. Any violation of the speed limit or any driving behaviour deemed dangerous by the Community Manager will be considered a serious violation of the Rules and will be addressed accordingly.
- iii. The operation of dirt bikes, trail bikes, sand buggies, off-road vehicles, club cars, and non-licensed motorized vehicles/electric vehicles is strictly prohibited within the Community and wider Master Community.

- iv. Vehicles that leak fluids or cause damage to the streets must be removed or repaired. The Owner will be responsible for cleaning up the fluids and/or repairing the damage or reimbursing the Community Manager for the cost of cleanup and/or repair.
- v. Car stickers or access cards issued at the time of property handover may only be used by Owners and their Tenants. These stickers or access cards must be promptly deactivated upon the transfer or vacation of the property by the Owner or Tenant.
- vi. Pedestrians shall always have the right-of-way on walkways and footpaths.
- vii. No part of the streets, walkways, or footpaths may be used for the storage of personal items or materials.

#### **6.4 E-scooters**

- i. Riders must be 16 years or older and hold a valid permit to use an e-scooter within the Community. If a rider does not have a permit, a Notice of Violation may be issued, and any parents or guardians of underage riders will be informed. Repeated violations may lead to further escalation to the Local Authorities.
- ii. All riders must wear a safety helmet when riding an e-scooter and must adhere to all rules and guidelines issued by the RTA in relation to e-scooters.
- iii. Riders must use bike lights and wear reflective vests at night.
- iv. The maximum speed limit is 20 km/h. Exceeding this limit may result in a Notice of Violation as a warning.
- v. Only one person is permitted per scooter.
- vi. In the event of an accident involving an e-scooter that results in injury or property damage, the affected Resident may report the incident to the relevant Local Authorities for appropriate action. The Community Manager shall not be held responsible for any consequences arising from such incidents.
- vii. Stunts and rash riding are strictly prohibited.
- viii. Using earphones or mobile phones while riding is not permitted.
- ix. Riders must give way to pedestrians, dismount at pedestrian crossings, follow all Community traffic laws, and maintain a safe distance from other riders.
- x. Residents must park respectfully in designated parking areas and must refrain from leaving the e-scooters in corridors, Common Areas, or car parking bays.
- xi. Three-wheeled scooters are strictly prohibited within the community at all times. Furthermore, the use of electric club carts is not permitted unless they have been expressly authorized for use by the Community Manager for designated maintenance personnel or for official community management purposes.
- xii. Rental e-scooter and electric bike services are not permitted in gated communities. These services are only permitted in designated areas specified by the RTA, as shown on the RTA website.

#### **6.5 Commercial Vehicles**

- i. Commercial vehicles may not be visibly parked or stored within the Community, except temporarily for a maximum of four (4) hours while delivering goods or providing services to the Community Manager or a Resident.

#### **6.6 Emergency or Temporary Maintenance and Construction Vehicles**

- i. These Rules do not prevent reasonable emergency vehicle repairs or the operation of emergency vehicles, including ambulances, within the Community or Master Community.
- ii. These Rules also do not prevent the reasonable operation or temporary use of construction trailers, vans, trucks, machinery, equipment, construction shelters, or

facilities that are maintained and used exclusively in connection with the construction of any improvement approved in writing by the Community Manager.

- iii. Major repairs to any vehicle of any kind are not permitted in carports or Common Areas, except for emergency repairs that are necessary to move the vehicle to an appropriate repair facility.
- iv. Changing vehicle oil or any other automotive fluids is strictly prohibited in the Common Areas.

## 6.7 Deliveries and Removals

- i. Residents must follow the directions of the Community Manager with respect to the delivery or removal of furniture and large items. Such deliveries or removals must only take place in the designated loading bay (if available).
- ii. Residents must obtain permission from the Community Manager at least forty-eight (48) hours in advance for bulk deliveries and removals of construction materials and large items and must ensure that such deliveries and removals are carried out in accordance with the Community Manager's instructions. Residents acknowledge that the Community Manager may deny entry for bulk deliveries and removals if this provision is breached.
- iii. Residents must not park or leave any vehicle unattended in the loading bay, nor leave any items within the loading bay that may obstruct its use by other Residents.
- iv. Only designated service elevators shall be used by Residents, or their contractors to move furniture or bulky items. The use of passenger lifts or escalators (if available) for transporting furniture is strictly prohibited without prior written consent from the Community Manager.
- v. Residents shall be responsible for any damage to the building and its equipment caused by the transportation of furniture or other personal effects.
- vi. Residents must implement appropriate measures to safeguard the Common Areas during any moving process, bulk deliveries, or removal activities.
- vii. Residents must ensure that packing and crating materials are removed and disposed of appropriately on the same day they are brought into the Community and must ensure that any materials used during their move in or move out are adequately disposed of promptly on the same day. If a Resident fails to comply, the Community Manager shall have the right to dispose of such items at the Owner's sole liability, cost, and expense.
- viii. Bulk deliveries and removals are permitted only on Monday to Saturday, between 10:00 a.m. and 6:00 p.m. (except on public holidays when they are not permitted at any time). These activities are not permitted at any other times.

## 7 MAINTENANCE AND AESTHETICS

### 7.1 Pest Control

- i. Owners shall ensure that unoccupied units are regularly inspected and treated for pests. This includes routine cleaning of drains to prevent the breeding of mosquitoes, roaches, or other pests.
- ii. Residents must, at their own expense, implement adequate pest control measures within both the internal and external areas of their Unit. Residents are required to promptly inform the Community Manager of any pests, excluding ants, non-poisonous spiders, bees, and wasps, found on their Unit.

## **7.2 Balcony Maintenance**

- i. Owners are responsible for maintaining their balconies in a clean, safe, and structurally sound condition, ensuring they are free from any hazards or obstructions.
- ii. The Community Manager is authorized to establish and enforce maintenance standards for balconies, including but not limited to safety, cleanliness, and aesthetic requirements.
- iii. Prior approval from the Community Manager is required for any significant alterations or improvements to balconies, including structural modifications or additions.
- iv. Do not block drains with artificial turf, planters, or any other material in the balcony.
- v. Owners are responsible for ensuring proper waterproofing of their balconies to prevent water seepage into units below. In the event of water damage to a lower unit caused by seepage from an upper balcony, the owner of the upper unit shall bear full responsibility for all necessary repairs.

## **7.3 Balcony Care and Etiquette**

- i. Residents must regularly inspect their balconies for any signs of damage, deterioration, or hazards and promptly address any issues to prevent accidents or injuries.
- ii. Regular maintenance of balcony plants is required to prevent potential damage to the balcony structure. Residents should trim plants regularly and dispose of waste responsibly to maintain a clean and safe environment.
- iii. Residents are encouraged to promptly report any concerns or issues regarding their balconies to the Community Manager for timely resolution.
- iv. Residents must adhere to the following balcony etiquette guidelines:
  - Disposing of cigarette butts and ashes from balconies is strictly prohibited due to the significant fire hazard it poses.
  - Barbecuing and the use of Shisha on balconies are prohibited for safety reasons. Residents should use designated barbecue areas to prevent hazardous situations.
  - Throwing waste or sharp objects from balconies is unsafe and disrespectful to fellow Residents and must cease immediately.
  - Storing large items such as sofas or cupboards on balconies is prohibited as it poses a fire risk. Residents are advised against using balconies for storage purposes.
  - Modification of electrical fittings or the installation of decorative lights on balconies is discouraged. Residents will be fully responsible for any damages resulting from such modifications.
  - Residents must ensure that any electrical appliances used on balconies are in good working condition and are unplugged when not in use.
  - Flammable and loose materials, such as lighter fluid, propane tanks and fireworks should not be placed and stored on balconies.
  - Open flames, including candles and fire pits, are strictly prohibited on balconies to prevent fire hazards.

## **7.4 Common Areas**

- i. Residents must not obstruct or hinder another person's lawful use of the Common Areas.
- ii. Residents must not cover or obstruct any lights, skylights, windows, or other means of illumination in the Common Areas.
- iii. Bicycles, skateboards, and e-scooters must be ridden responsibly and within the designated pathways and accessways, subject to giving pedestrians the right of way.

- iv. Residents must not leave shopping trolleys or personal belongings of any size in the Common Areas.
- v. Residents must not place any items, including door mats, plants, or furniture, in the Common Areas or attach any decorative items or religious symbols to external doors or windows, or otherwise within the Unit if visible from the Common Areas or any other Unit.
- vi. Residents must not place or store bicycles, trolleys, prams, sports equipment, or children's toys in corridors, fire evacuation stairwells, or any part of the Common Areas, as these items may obstruct access and pose safety hazards. Bicycles may only be parked in areas specifically designated by the Community Manager. Any bicycle found left unattended for a longer period or in an unclean condition - whether in a designated or non-designated area - will be subject to removal by the management, and a Notice of Violation will be issued to the responsible resident.
- vii. If a Resident fails to comply with these Rules, the Community Manager is entitled to remove any obstructing items and store them in the Resident's Unit or dispose of them at the Resident's sole liability, cost, and expense without prior notice to the Resident.
- viii. Residents are not permitted to use any Common Area utility connections (electricity or water) for personal use.

### **7.5 Access for Maintenance**

To ensure the safety, integrity, and aesthetics of the Community, Residents must provide access to their Unit, balcony, or patio upon request from the Community Manager or designated service providers for necessary maintenance or repairs to building exterior walls and Common Areas. Notice of access will be provided in advance, except in emergency situations where no notice is required.

### **7.6 Obligation to Maintain the Unit**

- i. A Resident shall maintain, repair, and keep the entirety of their Unit in good and substantial repair, working order, and condition, including but not limited to all doors, windows, machinery, plant, equipment, fixtures, and fittings installed within the Unit. This standard must be at least equivalent to, or exceed, the standard of the Common Areas of the building.
- ii. Without limiting the general obligation outlined above, a Resident must, at their own expense:
  - Ensure that their Unit, including all interior and exterior glass that is readily accessible from within the Unit or from its balcony or terrace (as per the Unit's title or exclusive use rights), is cleaned regularly, thoroughly, and professionally. The cleaning must meet or exceed the standard of cleanliness maintained in the Common Areas, ensuring that the Unit remains free from dirt, refuse, and rodent or vermin infestations.
  - Maintain all fittings, plants, furnishings, and equipment within the Unit in a clean condition and in good order, repair, and condition. This includes entering into a maintenance contract with a reputable provider for the quarterly servicing of air conditioning units.
  - Owners are responsible for promptly repairing or replacing any damaged fixtures and glass elements within their Unit, including windows and any accessible exterior fixtures or glass located in balconies or terraces, as specified in the Unit's

title or covered by exclusive use rights. All such repairs must be carried out using materials of the same or similar quality and appearance, ensuring consistency in colour and design to preserve the overall aesthetic of the building. In the case of exterior façade glass, the repair and replacement will be coordinated by the Community Manager, with the associated costs of such coordination borne by the Community Manager.

- Residents are encouraged to use energy-efficient lighting solutions, such as LED lights, in their Units wherever possible. This initiative aims to reduce energy consumption and promote sustainability within the Community.
- Residents must use lavatories, sinks, drainage systems, and other plumbing facilities within their Unit or the Common Areas strictly for their intended purposes. The disposal of inappropriate materials - such as sweepings, rubbish, foreign objects, or any chemicals that may cause damage to the plumbing infrastructure - is strictly prohibited. Any damage resulting from misuse must be promptly rectified by the responsible Resident upon notification by the Community Manager or relevant authority.
- Residents shall promptly comply with any request from the Community Manager to rectify the source of leakage and any damage caused to the Common Areas or another Unit resulting from wear and tear, lack of maintenance, or accidental damage to assets or equipment within their Unit. This obligation extends to affected electrical conduits, plumbing assets, and drain lines serving the Unit.
- In the event of a dispute between neighbours regarding liability for rectification, the Community Manager shall appoint a third-party observer to conduct an inspection and investigation. The Owner found liable for addressing the source of the leak and any resultant damages will bear all related costs. These expenses will be invoiced to the responsible Owner's Service Charge account.
- iii. If a Resident fails to carry out repairs or maintain its Unit as required by these Rules and such failure is causing - or has the potential to cause - damage to other properties, Common Areas, or poses a risk to personal safety, the Owner must grant access to a representative of the Community Manager. This access may also extend to contractors, subcontractors, workmen, or any other authorized personnel, for the purpose of carrying out the required works or repairs. Access shall be granted following reasonable notice issued by the Community Manager (except in an emergency where no notice is required). All costs associated with such repairs - including, but not limited to, the appointment of vendors, third-party assessors, and any legal proceedings - shall be borne entirely by the responsible Owner or Resident. Failure to settle these costs will result in the charges being applied to the Owner's service fee account.

## 7.7 Insurance

- i. Owners and Residents are required to obtain and maintain adequate insurance coverage for both their property and its contents. This includes contents insurance that covers the full replacement cost of all insurable improvements, personal belongings, and contents within the Unit. In the event of any incident - such as water leakage or damage originating from neighbouring Units or Common Areas - that affects the contents or personal belongings within a Unit, any associated costs may be recovered through the Unit Owner's or Occupant's contents insurance. The Community Manager shall not be held responsible

for any such claims or damages that are not covered under the individual's insurance policy or fall outside the scope of the Common Area insurance.

- ii. In the event of damage or destruction to internal features within an Owner's Plot or Unit, the Owner must promptly undertake repairs or reconstruction. All work must align with the original construction plans approved by the Master Developer. The Owner is liable for any costs not covered by insurance proceeds.

## 7.8 Plumbing and Drainage

- i. Each Owner is responsible for the maintenance of their Unit's interior plumbing fixtures and drainage systems at their own expense.
- ii. The Community Manager is authorized to establish and enforce acceptable maintenance standards for the interiors of apartments, including plumbing systems.
- iii. Owners must obtain prior written approval from the Community Manager for any significant alterations or improvements to plumbing systems within their Units. This includes, but is not limited to, installing new fixtures or rerouting pipes.
- iv. Residents must not tamper with or obstruct plumbing fixtures, drains, or gutters in any manner that may cause damage or disrupt the functionality of the building's plumbing system.
- v. Regular inspection and maintenance of apartment plumbing systems, including drains and fittings, are strongly recommended. Owners must schedule inspections at least twice annually, particularly before forecasted rainfall and after heavy storms, to identify and address potential issues.
- vi. Residents must avoid disposing of grease, oil, food scraps, hygiene products, or other non-biodegradable items down drains. Such materials can accumulate over time, causing blockages. Proper disposal of waste in designated waste bins is mandatory.
- vii. Failure to maintain drainage systems and gutters in good working condition may result in penalties or enforcement action by the Community Manager. This includes the imposition of costs for necessary repairs, cleaning, or other remedial measures.

## 7.9 Air Conditioning Maintenance

- i. Owners are solely responsible for the maintenance and upkeep of their air conditioning (AC) systems, including both interior and exterior units, at their own expense.
- ii. The Community Manager is authorized to establish, implement and enforce acceptable maintenance standards for AC systems within apartments, ensuring consistency and operational efficiency.
- iii. Any substantial alterations, modifications, or improvements to the AC systems, including but not limited to the installation of new units or changes to existing units, shall require the prior written approval of the Community Manager.
- iv. Residents are prohibited from tampering with or obstructing the AC units in any manner that may cause damage or disrupt the functionality and performance of the system.
- v. Regular inspection and maintenance of AC systems are essential to ensure optimal performance and energy efficiency. Owners are advised to schedule periodic professional inspections and promptly address any identified issues or malfunctions.
- vi. In the event of any air conditioning (AC) issues within a Unit, Residents are required to engage authorized service providers to inspect and resolve the problem at their own cost. However, any AC-related concerns that may impact Common Areas or shared systems should be reported to the Community Manager for further action.

- vii. If a Resident fails to maintain the AC system in its Unit in proper working condition and such failure results in, or has the potential to cause, damage or disruption to Common Areas or neighbouring Units, the Owner must allow access to a representative of the Community Manager, including any authorized contractors, subcontractors, or service personnel, for the purpose of inspection or remedial action. Access shall be granted following reasonable notice issued by the Community Manager (except in an emergency where no notice is required). Any costs incurred for repairs, maintenance, or other remedial actions in such cases will be charged to the responsible Owner. Routine in-unit AC maintenance remains the sole responsibility of the Resident or Owner and must be addressed through service providers authorized by the Community Manager.

## **7.10 Ceilings and Windows**

- i. Owners shall be responsible for the maintenance, repair, and upkeep of the ceilings and windows within their properties, ensuring they remain in good condition and weatherproofed, at their sole expense.
- ii. The Community Manager reserves the authority to establish acceptable maintenance standards for ceilings and windows within the villas, including but not limited to weatherproofing requirements. Owners must comply with these standards.
- iii. Any significant alterations, improvements, or modifications to the ceilings or windows, including but not limited to replacements or structural modifications aimed at enhancing weatherproofing, shall require the prior written approval of the Community Manager.
- iv. Residents shall refrain from damaging or obstructing ceilings and windows in any manner that may compromise their structural integrity or weatherproofing capabilities.
- v. Regular inspections and maintenance of ceilings and windows are essential to ensure they remain weatherproof and structurally sound. Owners are advised to schedule periodic inspections and promptly address any issues, damages, or deficiencies to maintain weatherproofing.
- vi. Residents must conduct regular inspections of ceilings and windows to identify any signs of damage or deterioration, such as cracks, leaks, or discoloration indicative of water penetration. Repairs, including replacing damaged tiles, shingles, or window seals, must be carried out promptly to prevent water ingress.
- vii. Any issues or damages to ceilings or windows within the Unit must be promptly reported to the Community Manager along with the Owner's proposed rectification plan and expected timeline for resolution.
- viii. Failure to maintain ceilings and windows in good condition, in accordance with the established standards, may result in penalties or enforcement actions by the Community Manager. The responsible Owner will bear the cost of necessary repairs or maintenance.

## **7.11 Water Heater**

- i. Owners shall be solely responsible for the maintenance and upkeep of water heaters within their Units, including regular inspections to assess for leaks, corrosion, and sediment buildup, ensuring the operational efficiency and lifespan of the water heater.
- ii. The Community Manager reserves the right to establish and enforce maintenance standards for water heaters in apartments, including requirements for periodic assessments and servicing.
- iii. Prior written approval from the Community Manager is mandatory for any significant alterations or improvements to water heaters, such as replacements or system upgrades.

- iv. Residents must promptly address any identified leaks, corrosion, or sediment buildup to prevent damage and to maintain the continued operational efficiency of the water heater.
- v. Failure to maintain water heaters in good working condition may result in penalties or enforcement action by the Community Manager in accordance with Section 7.6(iii) of these Rules. All costs associated with repairs or maintenance will be borne by the responsible Owner.

## **8 SECURITY**

- i. Residents shall make all reasonable efforts to secure their Unit from theft, burglary, or unauthorized access. This includes, but is not limited to, ensuring that all doors, windows, and other openings are securely closed and locked when the Unit is unoccupied.
- ii. Residents expressly authorise the Community Manager to enter and secure its Unit at the Resident's cost if it's Unit is left unsecured and unoccupied.
- iii. Residents must strictly comply with all security protocols and directions issued by the Community Manager. These may include, but are not limited to, emergency evacuation drills and procedures, fire safety and health regulations, visitor management systems, biometric access for amenities, parking access control, and other Community Security measures.
- iv. Residents acknowledge and agree that the Common Areas and other areas within the Community where they have access rights may be monitored by security cameras. They further acknowledge that their activities in such areas may be recorded as part of the Community's security protocol.
- v. Residents acknowledge and agree that Community Security personnel are authorized to capture photographs or video recordings of any evidence related to violations committed by them or their Invitees. Such evidence may be collected without requiring explicit prior consent from the Resident or their Invitee.

## **9 HOME APPEARANCE**

### **9.1 Windows**

- i. Windows within the Unit must not be covered with paper, paint, tinfoil, sheets, or any similar materials that obstruct the appearance or visibility of the windows.
- ii. Window screens must be maintained in good condition. Any damage to the screens must be promptly repaired or replaced at the Resident's expense.
- iii. The installation of safety screening on windows or balconies must be made from translucent material and requires prior written approval from the Community Manager before installation.

### **9.2 Exterior Attachments**

- i. The installation of exterior television, radio, satellite, or similar types of antennae is permitted only in locations where they are not visible from the street, Common Areas, neighbouring Units, or balconies. The cabling for such antennae must be neatly enclosed in appropriate conduit or ducting, ensuring that the cables are not visible from the Common Areas or neighbouring properties.
- ii. No item shall be affixed to the exterior of the building or carport (if applicable) without the prior written approval of the Community Manager. Such items include, but are not limited to, awnings, pergolas, shade cloth, protective sheeting.

**9.3 Laundry**

- i. The hanging of laundry, including clothing and other personal items, on clotheslines, balconies, or any other apparatus visible from streets, external Common Areas, or lower-level apartments is strictly prohibited.

**9.4 Holiday/Celebration Decorative Lighting**

- i. Temporary decorative lighting and decorations for holidays and celebrations are permitted only with prior written approval from the Community Manager.
- ii. Approved holiday and celebration lighting and decorations may be installed no earlier than 10 days before the relevant holiday or celebration and must be removed no later than 10 days after the conclusion of the holiday or celebration.
- iii. All approved decorative lighting must be energy-efficient, such as LED lights, to promote sustainability and reduce energy consumption.
- iv. In the event that decorative lighting causes complaints from neighbouring Residents, the lighting must be turned off or removed upon request by the Community Manager.

**9.5 Signage**

- i. The display of banners, promotional materials, flags, or any form of signage on balconies, terraces, main doors, windows, common areas, or other exterior spaces is strictly prohibited unless prior approval has been obtained from the Community Manager.
- ii. Unapproved displays in Common Areas will be removed immediately, while unauthorised displays within individual units will be reported to the relevant authorities to uphold the community's standards and appearance.

**9.6 Patios and Balconies**

- i. Balconies and patios shall not be used for the storage of any items that are visible to other Residents. This includes, but is not limited to, storage units, boxes, refuse, unused furniture, cabinets, cartons, automobile parts, recyclable materials, storage and recycling containers, woodpiles, clotheslines, clothes drying racks, barbecue grills, bicycles, children's tricycles, wagons, strollers, skateboards, scooters, slides, or playhouses.
- ii. Rugs, drapes, towels, or any other articles shall not be draped or hung on balcony railings, patio walls, windows, or clotheslines in a manner that is visible from the street, external Common Areas, or lower-level apartments.
- iii. Personal items must not extend higher than the balcony wall. Residents are responsible for any damage to the exterior of their Unit caused by installing hooks or attachments for hanging decorative items.
- iv. The storage of combustible or flammable items, including but not limited to charcoal lighters or other flammable items, on patios and balconies is strictly prohibited.
- v. No pots or other items shall be placed on top of walls or hung on the exterior portion of balcony railings. Residents are responsible for ensuring that water from potted plants on balconies does not cause damage or spill onto lower levels.
- vi. Residents must obtain prior written approval from the Community Manager before making any improvements or modifications to balconies, entry patios, or similar areas.

**9.7 Home Improvement**

- i. The Master Developer exercises full control and regulation over the construction, alteration, or improvement of properties within the Master Community. Accordingly, no Resident may build, construct, erect, or install any improvements on their property without adhering to the Architectural Guidelines outlined in these Rules.

- ii. Except for routine maintenance and repair, or where otherwise expressly permitted, no Resident shall undertake any construction, erection, installation, alteration, or improvement without first submitting detailed plans and specifications to the Community Manager and obtaining prior written approval from the Community Manager.
- iii. All approvals for home improvements must be accompanied by a No-Objection Certificate (NOC) or equivalent approval documents. Such documents shall be prominently displayed at the site during construction or alteration work and must be retained as part of the property's records for future reference, particularly for validation by subsequent property Owners.
- iv. Owners are required to obtain all necessary approvals from relevant authorities for any modifications to life safety systems within their Unit.
- v. Adequate measures must be implemented to prevent the spread of dust or dirt from property doors into Common Areas. Common Areas must also be appropriately protected during the transportation of materials or other activities that may impact these areas.
- vi. Fire alarm devices within a Unit must be protected during construction or alteration work to prevent accidental triggering of the fire alarm system.
- vii. Residents are responsible for ensuring that their appointed contractors are informed of and comply with the Rules.
- viii. Residents bear sole responsibility for any violations of these Rules committed by their appointed contractors.

## **10 COMMUNITY SERVICE CHARGES**

- i. Each Owner is responsible for the timely payment of their Service Charges (which includes a proportion of the Master Community Levy) and any applicable Special Levy in accordance with the JOP Law. Invoices will be issued to Owners via the Mollak System.
- ii. Every Owner must pay the Service Charges applicable to the Community and their Unit in compliance with the Rules, RERA regulations, and the Master Community Declaration.
- iii. Owners or their Tenants may be restricted from accessing the Shared Facilities until all outstanding Service Charges have been fully settled.
- iv. Upon the transfer or sale of a Unit, the new Owner assumes responsibility for any outstanding portion of the Service Charges for that financial year, which, for the avoidance of doubt, includes any outstanding portion of the Master Community Levy.
- v. Failure to fully settle the Service Charges may result in additional enforcement action in accordance with the relevant JOP Law.

## **11 COMPLIANCE WITH RULES**

- i. Owners, Residents, Holiday Home Operators, and their Invitees must comply with these Rules at all times while within the boundaries of the Community and Master Community.
- ii. Any breach of these Rules will result in the issuance of a Notice of Violation and may involve the intervention of Local Authorities. Repeat violations may be subject to fines as determined by the Community Manager.
- iii. The Community Manager may (at its discretion) issue a verbal and/or written notice to the violator of the Rules allowing them a period of time to rectify the breach of these Rules prior to issuing a Notice of Violation.

- iv. Non-compliance with applicable laws and regulations may also result in fines, intervention by Local Authorities, and, where necessary, legal proceedings initiated by the Community Manager or relevant authorities.
- v. All penalties and fines arising from violations will be charged directly to the Owner's Service Fee account.
- vi. In cases where legal proceedings are initiated due to non-compliance, the responsible Owner or Resident shall bear all associated legal costs, including but not limited to legal fees, court costs, and administrative expenses.

<b><u>IMPORTANT CONTACTS</u></b>		
1	Coastguard	996
2	Dubai Civil Defence	997
3	Ambulance	998
4	Dubai Police	999
5	Emergency Services	112
6	Dewa	46019999
7	Find And Rescue	995
8	Electricity Failure	991
9	Water Failure	992