

Community Rules and Regulations for Horizontal Communities

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Umm Al Quwain

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 general property aesthetics.

Capital Reserve Fund- Denotes a separate fund allocated for capital replacements, emergency expenditures, and Community enhancements at the discretion of the Community Manager.

Common Area – Refers to all shared spaces, services, and facilities within the Community, such as roads, gardens, pavements, water features, and other amenities designated for communal use as per the Community Plan.

Community – Refers to the residential Community known as **Umm Al Quwain** comprising individual dwellings and shared facilities such as roads, parks, lakes, and playgrounds, as depicted in the Community Plan.

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

Community Plan – Refers to the plan of the Community depicting the Units and 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.

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

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.

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 Umm Al Quwain, 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 Umm Al Quwain, such as Police, Immigration, RTA, EWA, Civil Defence, Municipality, applicable authority, and other regulatory bodies with jurisdiction over the Community and Master Community.

Master Community -Refers to the entirety of the community identified as **Umm Al Quwain Mistral**, Umm Al Quwain, 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 Umm Al Quwain, 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 Umm Al Quwain 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 designated plot of land on which an individual Unit 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, padel courts, badminton courts, children’s play areas

(indoor and outdoor), swimming pools, basketball courts, football fields, libraries, barbeque areas, indoor and outdoor gyms, jogging tracks, 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 applicable authority.

Sports Area – Refers to any recreational sports facilities such as basketball courts, tennis courts, padel courts, badminton courts, squash courts, football fields, outdoor gyms, jogging tracks and cycling paths.

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

Unit– Refers to any residential or commercial property, including apartments, villas, offices, or shops, whether with or without dedicated parking, located within the Community and owned by an Owner or Developer.

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 is deemed excessive if it can be heard by a neighbouring Resident within their home with all windows and doors closed.

- iii. Use of personal equipment is permitted only between 8:00 a.m. and 8:00 p.m.; however, noisy work, including the use of power tools, garden blowers, or any equipment generating high noise levels, is not permitted between 8:00 a.m. to 10:00 a.m., 1:00 p.m. to 3:00 p.m., and after 5:00 p.m.
- iv. Residents must maintain a high level of decorum and not interfere with the peaceful enjoyment of all neighbours.
- v. 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.
- 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 walkways, landscaped areas, terraces, sikkas and similar spaces.
- vii. If Residents experience noise disturbances caused by neighbouring Units and the concerned Resident fails to take corrective action after intervention by Community Security, the affected party should escalate the matter to the Community Manager. If no resolution is found, the matter will be escalated to the Local Authorities. If no resolution is achieved in terms of adherence by the causing Unit, the affected party should 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. Common Areas

- i. Residents, and their Invitees using the 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.
- ii. Any works or maintenance undertaken within a Unit must be conducted with minimal impact on neighbouring properties and the Common Areas. Any damage caused to neighbouring properties and / or Common Areas as a result of such works shall be the responsibility of the offending Owner or Resident to rectify and reinstate to its original condition at their own expense.

5. 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 attempts to observe or look into neighbouring Units or through the windows of neighbouring structures, creating disturbances, operating drones, engaging in disruptive behaviour, or violating any rules that affect the well-being of other 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, applicable law and Local Authority 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.

- v. Residents are strictly prohibited from installing lighting, light fixtures or floodlights that face neighbouring Units or which may otherwise adversely affect the privacy of neighbouring Units or Common Areas.

6. 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 or legal action. Complaints concerning the mistreatment of employees or vendors must be submitted in writing to the Community Manager for review and investigation.

7. 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 approved by Umm Al Quwain Municipality or applicable Local Authorities and 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 Umm Al Quwain 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. No animal shall be allowed to make an unreasonable amount of noise or become a nuisance to others within the Community.
- vii. All dogs must be kept on a leash and under the immediate and effective control of a competent handler whenever outside the property's boundary walls.
- viii. Dog handlers, including domestic employees exercising the pet, are required to promptly remove and dispose of dog waste in a sanitary manner using designated dog waste bins where available. Non-compliance will result in the issuance of a Notice of Violation to the defaulter.
- ix. Pets must always wear appropriate identification when outdoors.

- x. Pet owners are fully responsible for their pets and shall bear sole liability for any damage or injury caused by their pets to any person or property.
- xi. Upon receiving a written request from any Resident, the Community Manager shall determine whether an animal constitutes a domestic household pet, is creating excessive noise, is being allowed to roam freely, or is causing a nuisance. The Community Manager's decision on such matters shall be final, conclusive, and enforceable in accordance with these Rules, including through appropriate legal action.
- xii. Pet food must not be left in Common Areas or near any structures, including front porches, decks, garage, or balconies, to avoid attracting pests or stray animals.
- xiii. Residents may contact Umm Al Quwain Municipality for incidents involving pets, such as lost or abandoned pets, inhumane treatment, disturbances caused by a neighbour's pet, or pet attacks within the Community.
- xiv. Pet owners must maintain cleanliness and hygiene for their pets and their habitats.
- xv. Pets must not be left unattended on balconies or in gardens for extended periods under any circumstances.
- xvi. Residents are prohibited from keeping or walking their dogs within certain parts of the Common Areas, including parking areas, BBQ areas, Shared Facilities (excluding dog parks, if any), and amenity areas.
- xvii. Pets should be within the premises and not left unattended within the Community.
- xviii. 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.
- xix. Residents are strictly prohibited from abandoning pets in Common Areas, lakes, or amenities, and from feeding stray animals and birds, as such actions contribute to pest infestations and other issues.
- xx. No posters are to be installed within the Community in case of a lost pet. Residents should instead contact the relevant Local Authority.
- xxi. No community groups are to be created to manage strays and/or pets. This falls solely under the remit of Umm Al Quwain Municipality and the Community Manager.

8. 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 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 at designated areas only.
- iii. Activities or conditions that pose a threat to the health or safety of others are strictly prohibited.
- iv. No action shall be taken, nor any item kept, within any Unit or Common Area that increases the insurance premiums of the Community or risks policy cancellation.
- v. Barbecues, grills, or any cooking equipment of any kind are prohibited from being used on balconies and/or garages but may be used in private gardens.
- vi. Residents must never leave cooking appliances unattended while in use.
- vii. Residents are strictly prohibited from throwing any objects, regardless of type, from windows, balconies, or terrace areas.

- viii. Residents must not, without prior written consent from the Community Manager use or store inflammable chemicals, liquids, gases, paint or materials within their Unit (including their garages) or Common Areas. This restriction excludes materials intended for domestic use or those contained within the fuel tank of a motor vehicle.
- ix. Residents should not store additional or spare LPG cylinders beyond the primary cylinders in use.
- x. Smoking (including disposing of cigarette butts) is strictly prohibited in Community amenity areas.
- xi. 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 any buildings, Units, or Common Areas.
- xii. 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.
- xiii. Residents must strictly comply with all evacuation plans, fire safety procedures, and other safety protocols published by the Community Manager.
- xiv. 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 waste bins or within the Community Common Areas.
- xv. 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).
- xvi. Any activities or conditions that endanger the health or safety of others within the Community are strictly prohibited.
- xvii. Any violation of this section (**7 Hazardous Activities**) will result in the immediate issuance of a Notice of Violation along with an applicable Violation Penalty upon the first occurrence, as set out in Appendix A.

9. WASTE AND TRASH MANAGEMENT

- i. Dumping of ashes, trash, rubbish, sawdust, garbage, landfill, rocks, grass and landscape cuttings, solid waste, or any unsightly or offensive materials is strictly prohibited within the Master Community.
- ii. Residents shall bear full responsibility, at their own expense, for the removal of all such materials from the Master Community. Residents are responsible for the removal household waste, garden refuse, and green waste which must be packed in designated waste bags for collection by authorized waste removal contractors.
- iii. All garbage for collection must be securely placed inside designated trash containers provided for each Plot.
- iv. Disposal of large and/or heavy items shall be arranged by Residents separately and at their own cost.
- v. Residents must regularly remove all weeds, rubbish, debris, refuse containers, woodpiles, storage boxes, tools, and any unsightly objects or materials from their Plot. Accumulation

of such items on the Plot or within the Common Areas is prohibited. Residents shall bear full responsibility, at their own expense, for the removal of all such materials from the Master Community.

- vi. Service yards, clothesline areas, sanitary containers, or stored materials must be appropriately enclosed, fenced, or screened as approved by the Community Manager to ensure they are not visible from neighbouring properties or streets.
- vii. Incinerators are not permitted on any Plot.
- viii. Residents must promptly clean or remove any spills in or around areas designated for shared waste and recycling receptacles.
- ix. Residents are responsible for making separate arrangements, at their own cost, for the disposal of bulky or heavy waste items.
- x. Rubbish must not be allowed to accumulate in, on, or around Units or Common Areas. Residents must ensure timely removal of rubbish to locations designated by the Community Manager.
- xi. 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.
- xii. 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.
- xiii. 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 in accordance with applicable recycling guidelines, if any.
 - Arrange disposal of bulky waste at their own cost.
 - Comply with the Community Manager's requirements for the storage, handling, and collection of garbage, waste, and recyclable materials.
- xiv. Disposal of hazardous waste such as batteries, old electronics, and appliances must be done in accordance with Umm Al Quwain Municipality's hazardous waste collection procedures. Residents are responsible for ensuring that hazardous waste is not disposed of in regular waste bins.
- xv. The Community Manager may issue a Notice of Violation to any Resident breaching these Rules. A Violation Penalty may be imposed, and the Community Manager reserves the right to remove any garbage, waste, or recyclable materials at the offending party's sole expense in cases of non-compliance.

10. LITTERING, VANDALISM AND DAMAGE TO COMMON AREAS

- i. All furniture and equipment provided within the Common Areas are for the collective safety, comfort, and convenience of all Residents. Residents must not damage or remove such items without prior approval from the Community Manager.
- ii. Acts of littering, graffiti, or vandalism within the Master Community are strictly prohibited. Owners shall be held liable for the cost of cleaning, repairs, or replacement resulting from such actions by Residents or Invitees.

- iii. 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.
- iv. Incidents of serious vandalism will be reported to the Local Authorities for further action.
- v. Residents are prohibited from marking, painting, driving nails or screws, or otherwise defacing or damaging any structures within the Common Areas or neighbouring Plots 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 on the internal surfaces of walls in their Unit, provided such items are not visible from the Common Areas or other Units. This Rule does not 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 a Unit.
 - Decorative items affixed to the interior walls of a Unit that remain invisible from external areas or other Units.
- vii. All installations must be carried out in a competent and proper manner, adhering to any guidelines established by the Community Manager. In the absence of specific guidelines, installations must align with the overall aesthetic of the Community.
- viii. 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.
- ix. Residents must not damage or disturb any lawn, garden, tree, shrub, plant, or flower located within the Common Areas.

11. 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 otherwise, all properties within the 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. No sharing or subletting of Units is permitted.
- ii. The Units may not be used as staff accommodation (except to house the domestic employees of the residing family). 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 allowed in residential units without prior written approval from the Community Manager.
- 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. Units and Common Areas must not be used for any illegal or immoral activities or for any purpose that could harm the reputation of the Community or other Owners.
- vi. Partitioning of Units to rent out individual rooms is strictly prohibited.
- vii. The number of occupants in any Unit must not exceed the design capacity of the Unit.

- viii. No Resident may engage in any activity that violates the laws, ordinances, statutes, rules, or regulations of Umm Al Quwain 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. Residents must strictly adhere to all terms, easements, and restrictions benefiting or burdening their Plots.
- x. Residents must not use any part of the Common Areas for personal purposes, including placing furniture or personal items in spaces such as walkways, landscaped areas, terraces, or similar communal zones.
- xi. 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.

12. 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 Umm Al Quwain 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.
- iii. Household staff must obtain a valid household staff permit to provide services to villas within the Community. This permit is issued upon submission of the required documentation.

13. USE OF SHARED FACILITIES AND ACCESS REGULATIONS

13.1. Recreation Areas, Amenities and Playgrounds (Shared Facilities)

- i. The Common Areas and Shared Facilities are exclusively available for use by Residents, 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, lost items or property damage that occur in the Shared Facilities and Common Areas, except where such liability cannot be excluded under applicable laws.
- iii. Pedestrians have the right of way on footpaths throughout the Community and around ornamental lakes, while joggers, cyclists, rollerbladers, and others must yield to pedestrians.
- iv. Residents intending to hold private functions in any Community park must obtain prior written approval from the Community Manager. Guest numbers must not exceed fifteen (15) individuals, including children, unless the Community Manager grants permission for a larger gathering. Functions must be held in the nearest park within the same housing

area as the Resident's Unit and adhere to designated operating hours. The Resident will be liable for any damages or cleaning expenses.

- v. The operating hours of the Shared Facilities will be determined and clearly displayed by the Community Manager. Access outside these hours is prohibited.
- vi. A Resident may bring up to three (3) Invitees into Shared Facilities at any given time unless the Community Manager specifies otherwise. Restrictions may include limiting the number of Invitees or their access to certain areas.
- vii. Invitees must be accompanied by a Resident while using Shared Facilities, and the Resident is accountable for their Invitee's behaviour.
- viii. Non-resident Owners are considered to have transferred their rights to use leisure facilities to their occupiers.
- ix. All users of Shared Facilities must adhere to posted rules and regulations and use the facilities at their own risk.
- x. Users of Shared Facilities must dress appropriately to ensure hygiene, modesty, and respect for others.
- xi. Children under the age of fourteen (14) years (or thirteen 13 years in the swimming pool area) must be supervised at all times by a parent or guardian aged eighteen (18) years or older.
- xii. Pets are strictly prohibited in all Shared Facilities, except for dog parks and areas specifically designated for such use.
- 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. When applicable, Residents must reserve amenities through the procedures outlined by the Community Manager.
- xvi. Non-compliance with these Rules may result in temporary or permanent prohibition from using the Shared Facilities. Severe violations may lead to permanent exclusion.
- xvii. 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.
- xviii. 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).

13.2. Sports Areas

- i. Residents are allowed to bring a maximum of three (3) Invitees into the Sports Area at any time, unless otherwise instructed by the Community Manager. The Community

Manager may impose additional restrictions, including limiting the number of Invitees or regulating their access to specific facilities, such as the gymnasium.

- ii. Skates, skateboards, bicycles, tricycles, and other wheeled toys are strictly prohibited on the 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. Residents must reserve the Sports Areas through the process communicated by the Community Manager, when applicable.
- viii. No food or beverages, except for bottled water, are allowed in the Sports Area.
- ix. Equipment within the Sports Areas may not be removed under any circumstances.
- x. Only listed trainers are permitted to access the Community amenities for training purposes. All bookings for personal training sessions at the gym and swimming pool facilities must be made through the Emaar One app.
- xi. 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.
- xii. Trainers must only train Residents and have no right to reserve areas or prevent other Residents and their Invitees from using the Sports Areas.
- xiii. The trainer must present a valid training agreement between him / her & the Resident/s upon request by the Community Manager or community staff.
- xiv. 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.

13.3. Gymsnasiums

- 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 the gymnasium at the same time.
- xvii. The trainer must present a valid training agreement between him / her & the Resident/s upon request by the Community Manager or community staff.
- xviii. The Community Manager reserves the right to close the gymnasium for maintenance, special Community functions, or events.
- xix. 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.
- xx. 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.

13.4. 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 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. 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.
- v. Diving, ball sports, skateboarding, acrobatics, rough play and similar activities are strictly prohibited in and around the swimming pool area.
- vi. Children under the age of fourteen (14) years must always be supervised by a competent adult in the pool areas (including slides and water entertainment areas if applicable).
- vii. For hygiene purposes, all persons are required to shower before using the swimming pool.
- viii. Infants and children who are not toilet trained must wear a clean and waterproof swim diaper when entering the swimming pool.
- ix. Residents with open wounds or who are suffering from infectious diseases are not permitted to enter the pool.
- x. Alcohol consumption within the pool area is strictly prohibited.
- xi. The consumption of food or beverages, other than bottled water, and the use of glass items, is not permitted in the swimming pool area.
- xii. 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.
- xiii. 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.
- xiv. 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.
- xv. The Community Manager may limit the number of swimming coaches who can use the pool at the same time.
- xvi. The swimming coach must present a valid training agreement between him / her & the Resident/s upon request by the Community Manager or lifeguard.
- xvii. Appropriate swimwear must be worn at all times in the pool area. Unclad sunbathing is expressly prohibited.
- xviii. Pets are not allowed in or around the pool area.
- xix. Playing music on speakers or personal devices in the pool area is strictly prohibited to avoid disturbing others.
- xx. Residents must use their personal towels on sunbeds to maintain hygiene and prevent damage or staining.
- xxi. 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.
- xxii. 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.
- xxiii. 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.

- xxiv. 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 Umm Al Quwain.
- xxv. All rules and regulations posted at the pools by the Community Manager must be adhered to.
- xxvi. Decisions made by the Community Manager regarding pool safety and any disturbances to other Residents will be final and binding.
- xxi. Large floats and play equipment are not permitted in the pool.

14. 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.

15. VEHICLES & PARKING RESTRICTIONS

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

15.1 Access Control

- i. If applicable, all Residents must carry a valid vehicle access card to gain entry access into the Community.
- ii. It is strictly prohibited for any Resident to lend or otherwise provide their access cards to their Invitees.
- iii. Any fees paid by Residents to obtain their access card are non-refundable.
- iv. Only bona fide Owners, Residents, their families, domestic employees holding a valid household pass, and guests are permitted to enter the Community. Delivery personnel, taxi drivers, and school bus drivers are also authorized to enter the Community solely for the purpose of delivering goods or picking up or dropping off Residents.
- v. Service providers, building contractors, and handymen may only enter the Community with approved entry permits and documentation issued by the Community Manager. Community manager has the right to deny access to the service providers, contractors, and handymen at any time.
- vi. Residents are prohibited from tailgating to gain unauthorized access into the Community.
- vii. 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.
- viii. Authorized and registered Holiday Home Operators must be present during their guests' check-in and check-out processes.

15.2. Parking

- i. Residents and their Invitees must use their carports (garages) as the primary location for parking their vehicles. Carports shall not be used for any commercial activities, the storage of goods or materials, nor for any other purpose, such as a workshop, that would prevent the required number of vehicles from being parked.
- ii. Residents are only permitted to park their vehicles in the designated parking spaces assigned to their Unit.

- iii. Car park access devices/cards will be issued to each Owner for the parking space(s) 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.
- iv. A car parking space may not be used for recreation, storage of any items, or housing domestic help.
- v. Major vehicle repairs may not be conducted in carports or Common Areas, except for emergency repairs necessary to move the vehicle to a proper repair facility.
- vi. Dune buggies, kayaks, boats, watercraft, watercraft trailers, semi-trucks, recreational vehicles, mobile homes, motorhomes, golf buggies and unauthorised electric vehicles or camper shells that are detached from a vehicle shall not be permitted into the community and garage spaces.
- vii. No motor vehicles may be constructed, reconstructed, or repaired in the Common Areas and garages.
- viii. Residents are responsible for ensuring their Invitees comply with these parking rules.
- ix. Vehicles may not be parked in a manner that obstructs entrances or exits to the Community, access to service rooms, or other essential areas.
- x. Dismantled or wrecked vehicles or equipment must not be stored or parked within the Community.
- xi. No trailers, trucks, boats, or recreational vehicles may be used as living spaces within the Community.
- xii. Residents must not exceed the speed limit specified within the Community.
- xiii. Residents must not sound a car horn or create any noise or nuisance activity with their vehicle, except in cases of emergency.
- xiv. Parking on pavements, gardens, footpaths, road verges, landscaped areas, lawn areas or in front of entrances, fire hydrants or any areas/structures related to the provision of emergency services is strictly prohibited. Violating vehicles will be towed at the vehicle owner's expense, and any damages will be charged to the vehicle owner for rectification.
- xv. No overnight parking of any unauthorized motor vehicle (as defined by Umm Al Quwain Police as fit for use on public roads) shall be permitted on any street within the Master Community, unless approved in advance by the Community Manager.
- xvi. Oversized vehicles may not be parked on streets, except for delivery and removal vehicles providing services for Residents. An oversized vehicle is defined as any vehicle that cannot fit within a residential unit's carport or driveway.
- xvii. Residents must not park vehicles, including motorcycles and scooters, in their garage unless the vehicle completely fits within the designated parking space/garage.
- xviii. Residents are not permitted to wash their vehicles with water in the Common Areas and must use the services of the service provider listed on the Emaar One App.
- xix. Any charges incurred by the Community Manager due to a Resident's breach of the Rules regarding car parking will be charged to the responsible Owner.
- xx. 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.

- xxi. Vehicle owners must obtain and maintain the appropriate insurance for any motor vehicle and its contents parked in the car park.
- xxii. Violations of parking rules will be reported to the Local Authorities at the discretion of the Community Manager.
- xxiii. Residents must not park their vehicles in visitor parking spaces for more than 4 hours or overnight.
- xxiv. The Community Manager may clamp or have violating vehicles towed away at the vehicle owner's expense and/or issue a Notice of Violation to the offending Resident.
- xxv. Electric vehicle (EV) charging stations are designated for active charging only.
- xxvi. 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.
- xxvii. 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.
- xxviii. Residents are responsible for any damage caused to the EV charging stations due to misuse or negligence.
- xxix. All rules and regulations posted at the designated EV charging stations must be strictly adhered to.

15.3. 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. Pedestrians shall always have the right-of-way on walkways and footpaths.
- vi. No part of the streets, walkways, or footpaths may be used for the storage of personal items or materials.

15.4. Commercial Vehicles

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

15.5. 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. 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.
- xi. Residents must park respectfully in designated parking areas.
- xii. Rental e-scooter and electric bike services shall only be permitted in designated areas specified by the RTA, as shown on the RTA website.

15.6. 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 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.

15.7. 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. The vehicle must not unreasonably block the road or pathway.
- 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 shall be responsible for any damage to the Common Areas and equipment caused by the transportation of their furniture or other items.

- iv. Residents must ensure that adequate measures are taken to protect the Common Areas during any bulk deliveries or removal activities.
- v. Residents must ensure that packing and crating materials are removed and disposed of in an appropriate manner on the same day they are brought in 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.
- vi. Bulk deliveries and removals are permitted only on Monday to Saturday, between 10:00 a.m. and 1:00 p.m. (except on public holidays when they are not permitted at any time). These activities are not permitted at any other times.

16. MAINTENANCE AND AESTHETICS

16.1. Yards and Landscaping

- i. Each Resident shall, at their own expense, maintain all landscaping within their Plot (if any), including shrubs, trees, grass, and other plantings, ensuring they are neatly trimmed, properly cultivated, and maintained. The garden, balcony terrace, or courtyard must remain free of debris and maintained in a manner that enhances its appearance. This responsibility applies until the Unit is sold, the sale is registered, and the title deed is transferred to the new Owner.
- ii. The Community Manager may establish reasonable standards for acceptable maintenance conditions, exercising sole discretion in determining these standards.
- iii. Residents shall not undertake major landscaping improvements, including planting, irrigation systems, sheds, pergolas, swimming pools, shade structures, fences, gates, or similar additions (whether temporary or permanent) without prior written approval from the Community Manager.
- iv. Failure to obtain prior written approval may result in the removal of unapproved improvements at the Resident's expense.
- v. No Resident shall remove any trees from their property that may impact the overall appearance of the Community, whether located in front or rear gardens, regardless of whether the Owner, Resident, Community Manager or the Master Developer was responsible for the original planting. Permission to remove such plantings must be obtained in writing from the Community Manager.
- vi. Residents are strictly prohibited from installing sink water wells, bore wells, reverse osmosis, desalination plants, or any similar infrastructure on the property.
- vii. Dewatering or similar activities into the sewer network are strictly prohibited and will be enforced through a Notice of Violation, including severe penalties as determined by Umm Al Quwain Municipality.
- viii. Discharging wastewater or disposing of waste onto adjacent Plots, Common Areas, or directly into the lake is strictly prohibited.
- ix. Residents shall ensure that their Plots are free of materials, including but not limited to dry leaves, withered flowers, and twigs, that could block the drainage system. Periodic cleaning, at the Resident's cost, within the Plot, is mandatory to prevent drainage blockages.
- x. Residents must promptly remove any invasive plants with roots that may pose a risk of damaging their Unit or the Community infrastructure.

- xi. Landscape waste must be carefully segregated and disposed of in accordance with green waste disposal guidelines.
- xii. Residents must ensure that their garden is free from any stagnant water. This includes water in swimming pool and water features in the garden.
- xiii. All Residents must ensure that any swimming pool forming part of their Plot is regularly maintained and treated.

16.2. Pest Control

- i. Owners shall ensure that unoccupied units are regularly inspected and treated for pests. This includes routine cleaning of drains, water features, fountains, and similar areas to prevent the breeding of mosquitoes or other pests.
- ii. Residents must, at their own expense, implement adequate pest control measures within the boundaries (both internal and external) of their Plot. Residents are requested to inform the Community Manager of any pests, excluding ants, non-poisonous spiders, bees, and wasps, found on their Plot.
- iii. The Community Manager will be responsible for ongoing pest control in all Common Areas of the Community.
- iv. Pest control may only be carried out by companies qualified and authorized by Umm Al Quwain Municipality Public Health & Pest Control Department and following all authority approved methods and guidelines.
- v. Residents are prohibited from using chemical fertilizers, herbicides, or pest control sprays that could negatively impact the environment. Only environmentally friendly and non-toxic alternatives are permitted for landscaping and pest control within the Community.

16.3. 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, 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. 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.
- v. Residents are prohibited from placing bicycles, trolleys, prams, sports equipment, or children's toys in the Common Areas.
- vi. Residents are not permitted to use any Common Area utility connections (such as electricity or water) for personal purposes unless approved by the Community Manager.
- vii. Residents must ensure that trees planted within their property do not encroach into local authority substations or other electrical panels, thereby posing a safety hazard.

16.4. Drainage and Gutters

- i. Each Owner shall, at their sole expense, be responsible for the proper maintenance, cleaning, and upkeep of the drainage systems and gutters within their Unit. This includes, but is not limited to, the regular removal of debris to prevent blockages and ensure the efficient functioning of the drainage system.
- ii. Any substantial alterations, modifications, or improvements to the drainage systems or gutters, including, but not limited to, the installation of additional drainage pipes, gutter

extensions, or similar alterations, shall require the prior written approval of the Community Manager.

- iii. Residents are prohibited from obstructing, altering, or tampering with any drainage systems or gutters in any manner that may impede their intended function, cause damage, or disrupt the proper flow of water.
- iv. It is recommended that Owners conduct regular inspections of their drainage systems and gutters, at a minimum twice annually, particularly prior to anticipated rainfall or after heavy storms, to promptly identify and address any issues that may arise.
- v. Residents shall be responsible for the regular cleaning of their drains and gutters, ensuring the removal of debris, such as leaves, twigs, dirt, or any other materials that may obstruct the flow of water. Such cleaning may include, but is not limited to, the use of a drain snake or flushing with water.
- vi. Residents are prohibited from disposing of any grease, oil, food scraps, hygiene products, or other non-biodegradable items into drains or drainage systems. Such materials may cause blockages and require proper disposal in designated waste bins.
- vii. Should any drainage or gutter-related issues arise within the Common Areas, Residents are encouraged to promptly notify the Community Manager for immediate attention and resolution.
- viii. In the event that Residents fail to maintain their drainage systems and gutters in good condition, they may be subject to penalties or enforcement action by the Community Manager, which may include the requirement to bear the cost of necessary repairs, cleaning, or rectification.
- ix. Residents shall not connect any additional drains or drainage systems to the main storm or sewerage network without the prior written approval of the Community Manager. Unauthorized modifications shall be subject to penalties and shall be reinstated at the Resident's sole cost.

16.5. Air Conditioning Maintenance

- i. Residents 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. 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.
- iii. 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.
- iv. Residents must ensure that regular inspections and maintenance are conducted on their AC systems to ensure optimal performance, energy efficiency, and proper functionality. It is recommended that periodic inspections be scheduled, and any issues or malfunctions should be promptly addressed.
- v. Failure to maintain the AC systems in good working condition may result in penalties or enforcement action by the Community Manager. The Resident will be liable for the costs of any necessary repairs, maintenance, or corrective actions.
- vi. Outdoor AC units must not be installed on a villa façade or any part of a villa such that it is visible from the Common Area or a neighbouring villa.
- vii. Residents must ensure that their AC units do not cause any noise disturbance which affects their neighbours.

16.6. Ceilings, Roofs 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. Owners of attached and semi-attached townhouses shall also be responsible for the maintenance, repair, and upkeep of the roofs of their properties, ensuring they remain in good condition and weatherproofed, at their sole expense.
- iii. 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.
- iv. 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.
- v. Residents shall refrain from damaging or obstructing the ceilings and windows in any manner that may compromise their structural integrity, weatherproofing, or safety.
- vi. Residents must conduct regular inspections of the ceilings and windows to ensure they remain structurally sound and weatherproof. Any signs of damage or deterioration, such as cracks, leaks, or discoloration, should be promptly addressed and repaired to prevent further damage.
- vii. Residents shall take immediate action to repair or replace any damaged or deteriorating ceilings, roofs, windows, or seals, including broken tiles or shingles, to prevent water penetration or other structural issues.
- viii. Any issues, damage, or concerns related to the ceilings or windows must be promptly reported to the Community Manager for immediate resolution.
- ix. 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.

16.7. Water Heater

- i. Owners shall be solely responsible for the maintenance and upkeep of water heaters within their properties, 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 acceptable maintenance standards for water heaters within the villas, including guidelines for regular assessment and required maintenance practices.
- iii. Any substantial alterations, upgrades, or replacements of water heaters, including modifications to the existing systems, shall require the prior written approval of the Community Manager.
- 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 properly maintain water heaters in good working condition may result in penalties or enforcement action by the Community Manager. The responsible Owner will bear the costs of any necessary repairs, replacements, or maintenance.

16.8. Obligation to Maintain Unit

- i. A Resident shall, at their own expense, 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.

- 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. Promptly repair any broken glass with glass of equivalent quality, as well as any damaged or broken lighting, electrical equipment (such as light globes and fluorescent tubes), and plumbing within the Unit.
- iii. 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.
- iv. 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.
- v. In the event of disputes between neighbours regarding responsibility for leaks or damages, the Community Manager may engage a qualified third-party inspector to conduct an investigation. The Owner determined to be liable for the issue shall bear all associated costs, which will be invoiced to their Service Charge account. Residents shall promptly repair any damage to the Common Areas or any other Units resulting from wear and tear, lack of maintenance, or accidental damage to assets or equipment within their Unit. The Owner is ultimately responsible for the cost of rectifying such damage and reinstating the affected areas.
- vi. Owners must ensure that the plumbing in their Unit complies with the relevant standards set by the Etihad Electricity and Water Authority (EWA). Owners are prohibited from directly connecting the water supply from the EWA mainline by bypassing the water tank.
- vii. 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.

16.9. 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 to or destruction of the structure of the Unit, the Owner must promptly proceed with repairs or reconstruction in accordance with the original construction specifications or such other plans as may be approved by the Master Developer or Community Manager. The Owner shall be solely responsible for any costs that are not covered by insurance proceeds.

16.10. 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 rules, regulations, and directives issued by the Community Manager. This includes, but is not limited to, emergency evacuation drills and procedures, fire, safety and health regulations, procedures related to visitor management, contractor management, access control, and other security measures implemented by the Community Manager from time to time.
- iv. Residents acknowledge that security cameras may be installed in Common Areas and other areas within the Master Community to monitor and enhance security. As part of these security measures, Residents may be filmed or recorded in these areas.

17. HOME APPEARANCE**17.1. 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.

17.2. 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, or neighbouring Plots and 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 Plots and balconies.

- 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, AC units, flags, signage, advertisement and similar installations. Approval will only be granted for materials that match the exterior woodwork or paint shade of the property.
- iii. The installation of solar panels visible from the Common Areas or neighbouring Plots is strictly prohibited.

17.3. 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.
- iii. For Sale', 'Lease' or 'Rent' signs: One (1) sign per unit may be posted, placed in the ground, near the garage or near the front door, within the Plot subject to specifications as stated below:

Maximum size of the signage = 90CM x 65 CM

Maximum height of the sign from ground level = 170CM

OR

Maximum height of the sign from compound wall = 120CM, whichever is higher.

17.4. Laundry

- i. The hanging of laundry, including clothing and other personal items, on clotheslines, balconies, or any other apparatus visible to other Residents from the street, neighbouring Plots, or Common Areas is strictly prohibited.

17.5. 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.

17.6. Patios and Balconies

- i. Balconies and patios shall not be used for the storage of any items that are visible to other Residents from the street, neighbouring Plots, or Common Areas. This includes, but is not limited to, storage units, boxes, refuse, unused furniture, cabinets, cartons, automobile parts, recyclable materials, storage and/or 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 above the patio walls.
- iii. Personal items must not extend higher than the balcony wall, except for the following: hanging or potted plants, patio tables, umbrellas, wind chimes, and bird feeders. All items

must be kept in good condition and aesthetically pleasing. The Resident of the Unit shall be fully responsible for any damage to the exterior of the residence caused by the installation of hooks or attachments for hanging decorative items.

- iv. The storage of any combustible or flammable materials, including but not limited to charcoal lighters or other flammable items, on patios, balconies, or hot water heater closets is strictly prohibited.
- v. No pots or other items shall be placed on top of any walls or railings. Residents are responsible for ensuring that water from potted plants placed on balconies is contained and does not cause damage to the Unit.
- i. Residents must obtain prior written approval from the Community Manager before making any improvements or modifications to a balcony or terrace. This includes the attachment of items such as awnings, pergolas, shade cloth, or protective sheeting to the exterior of the building.

18. 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. Unauthorised home modifications or alterations carried out without an NOC shall result in a Notice of Violation and applicable penalties. Additionally, noisy construction/modification/alterations/renovation activities are permitted only during the following hours:
 - **10:00 a.m. to 1:00 p.m.**
 - **3:00 p.m. to 5:00 p.m.**
- v. To ensure minimal disruption to neighbouring properties, noisy work is not permitted between 1:00 p.m. and 3:00 p.m., and after 5:00 p.m. Monday to Saturday, and is not permitted at any time on Sundays, or public holidays, unless there is an emergency. Neighbouring property Owners' NOCs may also be required as part of the approval process for certain types of modifications.
- vi. 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.
- vii. Fire alarm devices within a Unit must be protected during construction or alteration work to prevent accidental triggering of the fire alarm system.
- viii. Residents are responsible for ensuring that their appointed contractors are informed of and comply with the Rules.

- ix. Residents bear sole responsibility for any violations of these Rules committed by their appointed contractors.
- x. If a Resident wishes to carry out an extension of its Unit, prior approval must be obtained from the developer of the Community and the developer's charges in connection with the same must be settled.

19. ACCESS FOR MAINTENANCE

To uphold the safety, integrity, and aesthetic standards of the Community, Residents shall grant access to their Unit, balcony, or patio as requested by the Community Manager or authorized service providers for necessary maintenance or repairs on villa exterior walls and Common Areas. Advance notice will be provided for such access, except in emergency situations where immediate entry is required.

20. 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, applicable authority 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.

21. 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.

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