

Community Rules and Regulations

NAKHEEL

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1. Establishment of community rules

1.1 Title

The statements, procedures, regulations and requirements contained herein as amended from time to time will be known as the “Community Rules & Regulations” or the “Community Rules” or the “Rules”, and such references will include the singular where applicable.

All capitalised terms and conditions in these Rules will, unless expressly stated otherwise, bear the meaning attributed to them in the Master Community Declaration (“Master Declaration”).

1.2 Master Community

As per the Master Declaration, means each Master Community listed, which is to be divided into Plots and Common Use Facilities generally in accordance with each corresponding Master Plan or any amendment of such Master Plan and includes all or any extensions of or reductions to the Master Community from time to time.

1.3 Common Use Facilities

As per the Master Declaration, means all open areas, services, facilities, roads, tunnels, turns, crossroads, corridors, curbs, islands separating the road, bridges, pavements, drainage sewers and systems, pipelines, lakes, pools, canals, fountains, water features and other watercourses or waterways, lidos, beaches, sea walls, quay walls, breakwaters, gardens, parks, green areas, public areas and playgrounds (if any), fire and safety facilities, transport access system/facilities, including road and rail systems (if any) within the Master Community, security facilities, utility and administrative buildings designated by the Master Developer or an Infrastructure Service Provider, public access areas, installations, improvements and common assets and any associated street lighting, street

signage, other signage and furniture of the Master Community or any part of them that are intended for use by all Owners and that do not form part of the title of any Plot or Unit (but for the avoidance of doubt may be contained within such Plot or Unit by easement) but are the residual lands and buildings owned by the Master Developer (or any Infrastructure Service Provider) as is identified in the Master Plan, but excluding the Master Developer’s Commercial Facilities.

1.4 Authority

The Managing Agent of the Master Community on behalf of Nakheel is authorized to ensure compliance with these Rules by each Owner and Occupier of the Master Community, to recommend amendments to these Rules, and interpret the application of these Rules to all Community Users including but not limited to their visitors, guests, contractors, employees, clients, customers and business associates (Together known as the “Community Users”).

1.5 Territorial Applicability

The Rules will apply to all use and enjoyment of land, water, facilities and structures located within the Master Community and will bind all Community Users.

1.6 Objective

The objectives of the Rules are to regulate the use and enjoyment of land, water, facilities and structures located within the Master Community in accordance with the Master Plan, and to protect the rights of privacy and enjoyment of all Community Users whilst ensuring that high standards of architecture, landscaping, maintenance and safety are achieved and maintained.

1.7 Legitimacy and Purpose

The Rules are given force and effect by the Master Declaration and are to be interpreted in conjunction with it. The Rules exist for the benefit of the Community Users and are designed to create an environment in which all Community Users can maximize enjoyment of their private homes and the Common Use Facilities. The Rules are created to ensure a serene, attractive and safe character and environment for the families, children, neighbours, and guests of the Master Community and to protect the investment of all Community Users. When in doubt, common sense and courtesy will prevail.

1.8 Rights of Privacy and Enjoyment

All Community Users are entitled to the right to privacy within their own homes and the right of enjoyment and use of a clean, pleasant, attractive, safe and well-maintained community. Community Users must respect the rights of privacy and enjoyment held by their fellow Community Users.

1.9 Interpretation and Severability

If an issue arises concerning discrepancies, inconsistencies or ambiguities within these Rules, the Managing Agent will interpret these Rules, clarify the issue, and where appropriate, amend these Rules accordingly. In the event that any competent court or government authority finds any of the provisions in these Rules illegal, void or unenforceable, the remaining provisions in these Rules shall remain in full force and effect as if there is no such illegal, void or unenforceable provisions incorporated.

1.10 Amendments

These Rules may be amended from time to time in accordance with Section 2, Administration and Procedures. Amendments must be consistent with the policies and purposes of these Rules. Amendments will come into effect at the date of adoption and from that date will form part of these Rules. All Community Users are required to comply with these Rules and any revision, amendment, addendum, supplement which the Master Developer may issue and publish from time to time.

1.11 Public Liability

Use of and presence on the Common Use Facilities is entirely at the risk of each and every Community User. The Managing Agent and Nakheel are not responsible for any loss, damage, theft or injury to persons or property (including, but not limited to, loss of life), which may arise from use of or presence on the Common Use Facilities of the Community Users.





2. Administration and procedures

2.1 Powers and Duties

2.1.1 The Managing Agent is authorised to administer and enforce these Rules.

2.1.2 The Managing Agent will be responsible for monitoring the use of land, water, facilities and structures within the Master Community, receiving complaints, enforcing compliance with the provisions of the Rules, and the general administration of the Rules, including processing of permits and amendments.

2.2 By Law Amendments

Whenever necessity, general welfare or administrative requirements justifies such action, the Master Developer may amend any part, chapter, section, provision, standard or procedure of these Rules with the prior approval of the Board of the Managing Agent.

2.3 Enforcement

2.3.1 Awareness

Community Users and the Managing Agent are encouraged to regularly view the surrounding neighbourhood to familiarize themselves with the existing structures, design intent and natural beauty of the Community and to maintain awareness of any breach of these Rules.

2.3.2 Complaints

2.3.2.1 Where any Community User breaches these Rules or otherwise inconveniences another Community User, the injured party is encouraged to directly notify the offending party of the breach or inconvenience in a polite and honest manner. Where Community Users are unable to resolve disputes or complaints directly between themselves, they may refer them in writing to the Managing Agent.

2.3.2.2 The Managing Agent 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 and such

remediation shall be at the offending party's cost. The Managing Agent may also refer such a matter to the Relevant Authority. The Managing Agent may issue a notice of non-compliance on the offending party for any breach of these Rules and may require immediate remediation of the breach. A non-compliance fee may also be levied on the offending party and remedial action may be required per the Schedule attached, which may be amended from time to time. The Managing Agent may also report the non-compliance to the Relevant Authority or Dubai Police. The Managing Agent may also take any of the action set out in these Rules against the offending party.

2.3.3 Review

2.3.3.1 The Managing Agent will review all complaints and its staff will carry out the necessary investigations.

2.3.3.2 The Managing Agent has the right to remove contractors should the relevant breach of the Rules be related in full or part to Works and to block the access of the respective contractor if necessary. The Managing Agent may also make deductions from the security deposit per paragraph 7.4 of these Rules for any damage caused to Common Areas or the Master Community by the relevant contractor or its workers when undertaking Works.

2.3.3.3 The Managing Agent and the Relevant Authority will meet to review the facts and determine what breach(es) exist, if any under, and what specific section(s) of the Rules have been breached.

2.3.4 Immediate Action

2.3.4.1 If, in the opinion of the Managing Agent, a breach of these Rules exists, which threatens persons or property, is likely to cause damage to the Master Community in any way, the Managing Agent is authorized to immediately enforce these Rules.

2.3.4.2 The Managing Agent is authorised to pursue any breaches of these Rules immediately until such breaches have been corrected. This includes, but is not limited to, levying on individual Residents such penalties as the Managing Agent, acting reasonably, sees fit in the circumstances.

3. General guidelines

3.1 Abuse of Master Community Staff

Community Users are expected to treat the staff of The Managing Agent and any of its service providers in a cordial and polite manner. Verbal and/or physical abuse will not be tolerated under any circumstances and will be referred to the Relevant Authority. Complaints regarding Master Community Staff should be presented in writing to The Managing Agent.

3.2 Nuisance Activities

3.2.1 Community Users should not undertake any nuisance, or obnoxious and offensive activities within the Master Community. Such activities include, but not limited to, offensive noises, odours, smoke, vibrations, and obstruction of views. Further, any activities which may be or may become an annoyance or nuisance to the neighbourhood within the Master Community, or which may interfere with the right of quiet enjoyment held by any Community Users, or which may be considered inconsistent with the cultural values and sensitivities of the UAE should not be undertaken.

3.2.2 Community Users should not generate loud and/or disturbing noise of any kind, including, but not limited to, noise created by pets, televisions, stereos, musical instruments, cars and motorcycle engines. Casual parties and gatherings inside a Unit are permitted until 12:00 midnight. Noise which is in breach of Relevant Authority guidelines in relation to noise generated in residential areas is not permitted at any time within the Master Community.

3.2.3 Noise from garden equipment is only allowed between 9am and 5pm during weekdays and from 10am to 5pm on Saturdays. No noisy works are permitted on Sundays or public holidays in the UAE.

3.2.4 Consumption of alcoholic beverages is prohibited anywhere in the Common Areas and must be confined to private residences and duly licensed commercial premises (including for the avoidance of doubt any parts of the Common Areas designated for the exclusive use of such duly licensed commercial premises) in accordance with Applicable Laws and the requirements of Relevant Authorities.

3.2.5 The Owner and Resident are responsible for the acts and behavior of their guests, family members and employees. Any risk and/or damage to others, property, neighbouring property, Common Areas and Common Use Facilities of the Master Community will be the sole responsibility of the Owner and Resident.

3.3 Privacy

3.3.1 Activities which may unreasonably interfere with a Community Users' right of privacy within his or her private home should not be undertaken. Specifically, Community Users should: not attempt to look into a neighbouring Plot or Unit or to look into the windows of neighbouring structures; and take reasonable measures to protect their own privacy through the design of their window treatments and landscaping, provided that such measures do not adversely impact on the overall design elements of the Master Community or otherwise contravene the Community Rules.

3.3.2 Subject to Applicable Laws, installation of security cameras of any kind is only permitted with a written approval of the Managing Agent. After obtaining the said approval, cameras may only be installed in such a way that they do not cover neighbouring plots and structure. Recording of such cameras must be made available to the Managing Agent and Relevant Authorities upon demand.

3.4 Pets

Dubai Municipality Rules and Regulations for Pets should be followed. In addition to that, the following apply:

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

3.4.2 Domestic animals such as reptiles, dogs, cats, birds and fish ("Pets") may be kept as household pets within the Master Community, provided that they are not kept, bred or raised for commercial purposes, nor, as determined by the Managing Agent, kept in unreasonable quantities.

3.4.3 Each dog must be kept on leash and under the handler's full control at all times outside the limits of the owner's private property within the Master Community.

3.4.4 Pet Community Users are fully responsible for their Pets at all times. Pet owners are liable to all other Owners, Residents, their families, guests and Tenants and invitees for the actions of any animal brought or kept in the Master Community. Pets are strictly prohibited within and around children's play areas, swimming pool areas, playgrounds and other sport areas.





3.4.5 Any damage or nuisance caused by Pets will be solely attributed to the Pet Community Users. Subject to Applicable Laws, the Managing Agent is authorised to request the Relevant Authority to impound and remove any type of animal (including Pets) from the Master Community, which, in The Managing Agent's opinion, poses a nuisance or threat to the Community Users. No animal shall be allowed to make an unreasonable amount of noise or to become a nuisance.

3.4.6 Any Pet excrement deposited anywhere inside the Common Areas of the Master Community must be promptly removed and properly disposed of in a sanitary manner by the resident or their appointed staff. Dog handlers are deemed to include resident domestic employees that exercise the Pet.

3.4.7 All permitted dogs and cats must wear appropriate identification (including current contact numbers of the Pet's owner) at all times when outdoors and all Pet Community Users are to have evidence of all registration and inoculations. It is the responsibility of the Owner to ensure their Pets are vaccinated.

3.4.8 The Managing Agent has the right to hold/grab any unleashed pet within the Master Community without referring to the resident. Removal of unauthorised pets will be done at the sole expense of the Owner/Resident.

3.4.9 Pets must be housed and cared for in a humane manner and in accordance with best international practices on animal care. No slaughtering of animals shall take place within the Master Community and/or the confines of any property including apartments, townhouses and villas.

3.4.10 Upon written request of any Owner or Resident, the Managing Agent shall conclusively determine in accordance with these Rules whether an animal is a domestic household pet, whether an animal is making an unreasonable amount of noise, whether an animal is being allowed to run at large or whether an animal is a nuisance. The decision of the Managing Agent in such matters is final, conclusive and shall be enforced.

3.4.11 Pet food of any kind should not be left on common areas, or near any structures, including front porches, decks and/or balconies.

3.4.12 Community Users may contact the Dubai Municipality if there is a serious incident involving a Pet within the community. This includes losing Pets, abandoned Pets, inhumane treatment of a Pet, disturbance by neighbour's Pet within the community and being attacked by a Pet.

3.4.13 The decision of the Managing Agent in enforcing such matters is final, conclusive.

3.5 Dangerous and Illegal Articles and Activities

3.5.1 Open fire, hunting, trapping and discharge of firearms and the use of toy guns and air guns (such as "BB guns") which can inflict damage on persons or property is strictly prohibited within the Master Community, as is the storage or possession of such firearms or any explosives, hazardous chemicals or other dangerous items.

3.5.2 Use and storage of fireworks is prohibited in the Master Community except for fireworks stored and used by hotel operators providing such hotel operators shall apply in advance for a written no objection certificate (NOC) from the Managing Agent and Relevant Authority (as applicable).

3.5.3 No open fires shall be lit or permitted within the Master Community.

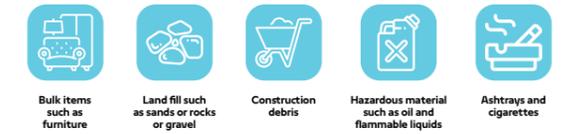
3.5.4 Activities or conditions which endanger the health and/or safety of others are prohibited.

3.5.5 In general, activities that endanger the health and/or safety of others; violate the procedures, rules and directives set by the competent authorities to maintain public health; and which violate any law, statute, rule, decree or regulation in the United Arab Emirates are prohibited.

3.5.6 An Owner shall not change the use of his Plot without the prior written consent of the Managing Agent, the granting or withholding of consent shall be at the discretion of the Managing Agent.

3.6 Waste Management

3.6.1 Dumping of any of the following is prohibited in the Master Community bins, skips or common areas:



3.6.2 Community Users must not keep or use incinerators on their properties.

3.6.3 Commercial establishments (such as but not limited to restaurants, coffee shops and supermarkets) should make separate waste disposal arrangements with the Managing Agent and shall strictly use the allocated skips at all times.

3.6.4 Garbage and Unsightly Matters: All garbage including but not limited to household waste, green waste and restaurant waste for collection should be placed inside specific containers provided for that purpose.

3.6.5 Dumping of large and heavy waste, construction and fit out waste, ashes, trash, rubbish, sawdust, garbage, landfill, rocks, grass and landscape cuttings, solid waste and any type of refuse or other unsightly or offensive materials is expressly prohibited within the Master Community. Owners and Residents are responsible, at their cost, for the removal of all such material from the Master Community, other than household waste and garden refuse packed in waste bags specific to this purpose and recovered by the waste removal contractors.



3.6.6 Owners and Residents must make separate arrangements, at their own cost, for the disposal of large and/or heavy items, landscape cuttings and green waste.

3.6.7 Owners and Residents shall regularly remove all weeds, rubbish, debris, refuse containers, woodpiles, storage boxes, tools and unsightly objects or materials of any kind from their Plot and shall not allow such items to accumulate upon the Plot.

3.6.8 All service yards, or service areas, clothesline areas, sanitary containers or stored materials on any portion of a Plot shall be enclosed, fenced or screened appropriately (as approved by the Managing Agent) in such a manner that such yards, areas, containers and stored materials will not be visible from any neighbouring property or street.

3.6.9 No incinerator shall be kept or maintained on any Plot.

3.7 Housekeeping

Storing any material such as but not limited to boxes, furniture, toys or any other kind of material outside the boundaries of the Property for any period of time is strictly prohibited. The Managing Agent have the right to penalize for such activities and remove the stored material.

3.8 Graffiti and Vandalism

The acts of graffiti or vandalism are strictly prohibited within the Master Community. Any Community User in breach of this Rule will be strictly liable for the cost of cleaning, repair or replacement of damaged or affected property. All incidents of serious vandalism will be reported to Dubai Police for their further action. The cost of reinstatement of the item or area that has been vandalised shall be directly charged to those individuals found to be causing the vandalism. In the event that the individual(s) causing the vandalism cannot be found, the costs to reinstate shall be included as a cost that will be recovered from the annual service charges.

3.9 Signage

3.9.1 Signs, advertisements, notices or other lettering should not be exhibited, displayed, inscribed, painted or affixed to a building or its entrance or any part of the Common Use Facilities without the written approval of the Managing Agent.

3.9.2 One (1) temporary sign per Unit may be posted, placed in the ground, near the garage or near the front door, within the Plot subject to Managing Agent advance written approval and specifications.

3.9.3 Commercial signage installed by contractors such as landscaping, pool and civil contractors while working on an individual property may be displayed for the duration of the civil works and must be removed once the work is completed, the entire period not to exceed four (4) weeks. The design of the signage must meet the specifications stated by the Managing Agent from time to time.

3.9.4 No sign or advertising device of any character may be erected, maintained or displayed upon any portion of the Common Use facilities in front of private property unless and until the same has been approved by the Managing Agent and should be of standard approved size and of professional quality.

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

3.9.6 Any sign that does not adhere to the above standards will be removed from the site at the occupier's expense in addition to the issuance of notice of non-compliance.

3.9.7 Owners and Residents are not permitted to engage in distribution of brochures, flyers, and advertisements of any kind whether for commercial, charitable, for community and or informational purposes or not, without express approval of the Managing Agent. Approval may be granted at the sole discretion of the Managing Agent and charges and cost of distribution will be the sole responsibility of the resident requesting such distribution once an approval is granted.

3.10 Property Use

3.10.1 The use of any unit shall be as per Applicable Laws and the licensed use as issued by the Relevant Authority at all times.

3.10.2 The total amount of persons residing in a Residential Home at any given time must not exceed the maximum number defined by the relevant local authorities.

3.10.3 Barbeques inside residential units or on balconies are strictly prohibited.

3.10.4 Any commercial units in the Master Community are to be used for licensed commercial uses only unless otherwise authorised in writing by the Managing Agent.

3.10.5 No business or commercial activity to which the general public is invited shall be conducted within any unit designated as residential within the Master Community without written permission from the Managing Agent.

3.11 Insurance and Fire Safety

3.11.1 Owners shall take out property insurance against appropriate insured risks for the full replacement cost of their Plot or Unit (as applicable), including all insurable improvements and contents. Owners agree that in the event of damage to or destruction of structure on or comprising their Plot or Unit, the Owner shall promptly proceed to repair or to reconstruct in a manner consistent with the original construction or such other plans as are approved by the Developer or Managing Agent. Owners shall pay all costs which are not covered by insurance proceeds. If the Owner fails to comply with this provision and such failure persists for 30 days after written notice to repair or maintain is given, the Managing Agent shall be entitled to remedy the matter in such way as it deems fit and to recover the cost of doing so from such Owner.

3.11.2 Nothing shall be done or kept in any Plot or on the Common Areas which will increase the rate of insurance under any insurance policy applicable to any Plot and/or the Master Community or cause the same to be cancelled.

3.11.3 Tenants are required to carry sufficient insurance for all contents and improvements within their Plot or Units.

3.11.4 Each Owner is required to install a fire extinguisher at his/her expense inside their Unit, preferably within the kitchen area. The Owner (and its permitted occupiers) must maintain the fire extinguisher equipment operable and in good working order. Cooking appliances, gas tank/hose and gas regulators must be kept in good working condition and safely away from any fire using defects. Gas cylinders must be adequately covered to prevent direct sun light. To ensure compliance, Managing Agent as the right to conduct routine inspection of the property.

3.11.5 In case of an emergency including but not limited to fire, flood, earthquake and/or otherwise, if it is deemed that there is imminent danger to life or property, and if the resident or the Owner is not immediately available to open the door, the Managing Agent through its authorized personnel, with or without civil defense personnel, may enter the Unit without prior notice. This includes breaking locks or doors to enter the Unit. In such cases, the Managing Agent and its authorized staff shall not be held liable for any damages resulting from such entry.

3.11.6 Security and safety is the responsibility of each Owner, Resident, their families, guests, visitors and employees. The Managing Agent assumes no responsibility or liability for the safety and/or security of Owners, Residents, their families, guests, visitors and employees or for negligence or criminal acts of other persons.





4. Common use facilities

3.12 Household Staff

3.12.1 Household staff, including (but not limited to) housemaids, drivers, cooks, and gardeners should hold a valid residence visa issued by the Dubai Immigration Department. All household staff shall apply to the Managing Agent for an access permit for the Master Community.

3.12.2 Owners and Tenants are fully responsible if they are found accommodating household staff not directly sponsored by them. Owners and Tenants are liable for criminal prosecution by the appropriate authorities as per the dictates of Applicable Laws.

3.13 Leasing Residential Homes

Community Users are responsible to hand over the “Community rules and code of behaviour” to all occupants of their properties in order to comply with the same at all times. The Managing Agent has the right to immediately enforce these rules and regulations if the occupier breaches any and to inform the Owner of their property’s occupier breach.

3.13.1 The occupier of the property must obtain the Owner’s permission in writing before proposing his/her request to the Managing Agent for any Works (defined in paragraph 7 below) to any Unit.

3.13.2 The minimum residential leasing term of a leasing agreement is 180 days. Shorter durations are not allowed in the case of residential units which are permitted by the Master Developer to be used as holiday homes subject to the Owner of such holiday home obtaining all required permits and complying with the requirements of Relevant Authorities and Applicable Laws.

3.13.3 Community Users are responsible for ensuring that all occupants of their Units (both residential and commercial) comply with the Rules at all times. However, in all cases, the Landlord or Owner shall be liable to the Managing Agent. The Owner is responsible for ensuring that all occupants comply with the Rules. The Owner and relevant occupiers from time to time within the Master Community are responsible for ensuring the Managing Agent has up to date contact details for both the Owner and relevant occupiers at all times.

3.13.4 Community Users must register leases with the Managing Agent within fourteen (14) days of the lease execution by providing Managing Agent with a copy of the lease together with supporting documents. The Managing Agent must be informed of any renewals, early surrender or termination of such leases within fourteen (14) days of the occurrence of such events.

3.13.5 No partitioning of the Unit for the purposes of letting out individual rooms will be permitted.

3.13.6 No Owner or occupier shall engage in any activity upon the property that is not in compliance with any law, ordinance, statute, rule or regulation of Dubai or of United Arab Emirates.

3.13.7 Owners and occupiers shall strictly adhere to the terms of easements and restrictions benefiting or burdening the Plot or Unit.

3.14 Charitable and fundraising activities

Any charitable or fundraising event or activity within Nakheel communities must be approved by the Islamic Affairs and Charitable Activities Department prior to obtaining approval from the Managing Agent.

4.1 Access and Use

4.1.1 The Common Use Facilities are for the exclusive use of Owners and Tenants of the Master Community, their direct family members and guests. Owners and Tenants shall limit the number of guests using the facilities to ensure access for other Community Users is maintained at all times. The Managing Agent reserves the right to assess whether the number of guests accompanying a Community User is indeed reasonable or not.

4.1.2 All persons using the Master Community’s shared facilities and equipment do so at their own risk and must adhere to the Rules and regulations posted in various locations throughout the interior and exterior of the facilities. Specifically, pedestrians shall have right of way on footpaths surrounding ornamental lakes. Joggers, cyclists, roller-bladers or persons using any other recreational means shall give way to pedestrians on the footpath.

4.1.3 Community Users wishing to hold private functions in any park, beach or other part of the Common Use Facilities must obtain the Managing Agent’s prior permission and shall limit the number of guests per the requirements of the Managing Agent from time to time. If permission for such private function is granted, it may be subject to any conditions, which the Managing Agent deems necessary acting in the interests of the Master Community. The Community Users shall adhere strictly to the hours of operation. The Managing Agent may require an admin fees and/or any other fee which the Managing Agent sees necessary. The Community User will be responsible for any damage to or cleaning of the applicable park, beach or other like area arising from their private function.



4.1.4 The entrances, pathways and access roads of the Master Community must not be obstructed or used for any purpose other than ingress and egress to and from Community Users' properties. Carts, carriages, chairs, tables, bicycles and other similar objects such as toys, brooms, shoes, garbage cans/bins, recycling bins and potted plants must not be stored in the Common Use Facilities unless approved by the Managing Agent.

4.1.5 Private property including but not limited to beach furniture, water craft and play equipment must not be left unattended or stored in the common areas in the Master Community such as sikkas, beaches and courtyards within the Master Community.

4.1.6 Community Users must not damage, or modify any landscaping located within the Common Use Facilities.

4.1.7 Nothing may be altered, constructed or removed from any part of the Common Use Facilities without the prior Written Approval of the Managing Agent.

4.1.8 Community Users must not use pushbikes on the main streets and tunnels within the Master Community.

4.1.9 The plant, filtration and telephone rooms and building rooftops contained within the Master Community are strictly 'out of bounds' to all Community Users at all times. Community Users in breach of this Rule will be strictly liable for any damage to person or property and for the cost of cleaning, repair or replacement of damaged or affected property.

4.1.10 All children below the age of fourteen (14) years old must be supervised at all times in the Master Community, Common Areas and Common Use Facilities by a parent or guardian aged eighteen (18) years or older.

4.1.11 Pets are strictly prohibited within sports areas and in parks. Pets must be kept on a lead in other Common Areas and Common Use Facilities.

4.1.12 Failure to comply with the Rules may result in the Community User being prohibited from using the facilities. Severe non-compliance with the regulations may result in the Community User being permanently prohibited from using the Common Use Facilities.

4.1.13 Community Users shall abide by any rules and/or regulations that may be posted at or on the Common Use Facilities.

4.1.14 Community Users are prohibited from washing their vehicles anywhere in the Master Community, where washing involves spilling water or any other kind of liquid. Environment-friendly dry washing is allowed.

4.1.15 Community users must respect at all times adjoining Community Users' right to quiet enjoyment of the facilities and common areas within the Master Community.

4.1.16 Any damage to property or amenities in the Common Use Facilities will be chargeable to the individual responsible for causing the damage or, if they are a minor, their parent or legal guardian or the



Owner of the property in which they are a resident, occupier or guest. Any serious damages that may result in subsequent death or injury of users will be promptly reported to the local law enforcement body.

4.1.17 Delivery personnel and taxi and school bus drivers are also allowed into the community for the express purpose of delivering to or dropping off or picking up Residents.

4.1.18 Service providers, building contractors and handymen are permitted to enter into the community only with approved entry permits and documents issued by the Managing Agent.

4.2 Moving Process

4.2.1 New Owners, Residents and Tenants are welcome to the Master Community and are required to observe move-in and move-out policies and regulations stipulated by the Managing Agent from time to time.

4.2.2 New Residents and Tenants are required to obtain a Move-in Permit from the Managing Agent's office and register themselves their household staff, pets and vehicles at the Managing Agent's office and receive their access cards and copy of these community Rules. New Residents and Tenants are encouraged to apply for such move-in permit at least three (3) days in advance of the relevant move in date. Not having received a copy of these Rules would not relieve any resident from the requirement to observe and follow these Rules.

4.2.3 New Owners, Residents and Tenants can start moving their belongings into their Unit or Plot after the move-in Permit has been issued and only between 9am and 5pm during weekdays and from 10am to 5pm on weekends in the UAE. Moving into the Master Community is not permitted during public holidays in the UAE.

4.2.4 Vehicles of movers and contractors will be permitted to enter the Master Community during the same times.

4.2.5 New Owners, Residents and Tenants moving into a multi-owned building are required to inform the Managing Agent and the building security in advance so that an elevator can be allocated for the move.

4.2.6 Any garbage, trash, cardboard boxes and/or otherwise resulting from moving in should be handled by the new Owner/Tenant in accordance to Articles set forth in these Rules.

4.2.7 New Owners, Residents and Tenants shall be responsible for any damages, including to their belongings, caused during shifting in their belongings. Owners, Residents and Tenants vacating a Unit or Plot in the Master Community are required to obtain a move-out permit from the Managing Agent.

4.2.8 Owners, Residents and Tenants moving out must return all keys and access cards to the unit Owner and pay all utility bills until the last day of their stay, settle any and all outstanding fees including but not limited to maintenance invoices and non-compliance





fees and obtain a clearance certificate. Failure to do so may result in additional fees and legal action. Owners, Residents and Tenants shall only be permitted to move out from Units and Plots within the Master Community between 10am and 5pm on the final date of departure agreed between the Managing Agent and the Owner/Resident/Tenant. Moving out of the Master Community is not permitted during public holidays in the UAE. The Managing Agent must be informed a minimum of three (3) working days in advance of the departure date in order to carry out a final inspection of the Unit or Plot (if applicable) and complete the move-out permit. Owners, Residents and Tenants are required to disconnect the utilities and close their account when moving out. Failure to do so may incur charges even after vacating which shall be the responsibility of the Owner and/or Resident.

4.3 Sports Areas and Playgrounds

4.3.1 Community Users shall when using sports and recreation areas such as playgrounds note the following: suitable attire must be worn in and around the sports areas at all times; and the Managing Agent and/or the Community Manager reserves the right to close any of the facilities for maintenance or for special Community functions, tournaments or events or to change the intended use of the facility altogether.

4.3.2 Any rules and regulations posted by the Managing Agent must be adhered to at all times.

4.3.3 The Developer and the Managing Agent is not responsible for any loss, injury, loss of life, damage or loss of belongings arising from the use of sports areas

and facilities. Community Users should be aware that equipment may become hot during summer months and should exercise caution particularly when allowing children to use the equipment.

4.4 Swimming Pools and Beaches

4.4.1 Running, jumping and pushing are not allowed anywhere within the pool areas.

4.4.2 No diving or acrobatics are permitted by or in the pool.

4.4.3 No activities are to be undertaken that would affect the peaceful use of the facilities by other Residents including excessive noise.

4.4.4 Children under the age of fourteen (14) years must be under the supervision of an adult at all times in the Master Community including at swimming pools and beaches.

4.4.5 In the interest of hygiene, all persons are required to shower prior to using the pool or jacuzzi. Swimming in the community swimming pools is allowed only with suitable swimsuits.

4.4.6 All rules and regulations posted at the pools by the Managing Agent must be adhered to. The Managing Agent may revise such rules from time to time at its sole discretion.

4.4.7 The decision of the lifeguard and/or pool supervisor regarding pool safety and what is disturbing to other Community Users is final.

4.4.8 Swimming Pool equipment shall not be at any time or for any reason removed and/or misused.

4.4.9 It is prohibited to swim under the influence of alcohol or illegal/regulated drugs. Excessive display of affection and profanity is against UAE laws and will not be tolerated in public and in common areas including pools and beaches.

4.4.10 Owners, Residents, Occupants, guests and visitors are advised that use of swimming pools is entirely at their own risk. Subject to Applicable Laws the Managing Agent and Developer are not responsible for any loss, injury, loss of life, damage or loss of belongings arising from the use of the swimming pool areas and facilities.

4.4.11 Residents assume full responsibility and risk using the beaches at the Master Community. Parties and gatherings of any kind are not permitted on any of the beaches in the Master Community unless with a written approval of the Managing Agent. If approved, the Managing Agent may set restrictions including but not limited to number of people and timings.

4.4.12 Vehicles on waterways are prohibited – particularly motorized vehicles – except with prior written approval of the Managing Agent.

4.4.13 No commercial activity is permitted on the waterways without prior written approval of the Managing Agent.

4.4.14 Glass containers, glass bottles or other breakable objects are not permitted on the beaches or in the swimming pool areas of the Master Community. Barbecues are not permitted in the swimming pool and beach areas of the Master Community nor in the Common Areas and Common Use Facilities.

4.4.15 The Managing Agent does not accept any responsibility for loss, theft or damages caused to any item or person or personal belongings in the Master Community. The Managing Agent and its staff will not be held responsible or liable for any injury, accident or loss, including fatalities or damages whatsoever to any person or Property.

4.4.16 The Managing Agent may close any or all swimming pools and beaches for maintenance, cleaning, or private functions whether temporary or permanent. Managing Agent reserves the right to deny entry to any of the beaches at the Master Community to anyone at any time at its sole discretion.

4.5 Lakes (Jumeirah Islands)

4.5.1 Recreational activities of personal water activities including but not limited to swimming, fishing, operation of all kind of watercrafts including jet skis, water-skiing and any other activity involving towing, free styling, surfing, driving, private hovercrafts, airboats to take off and landing of aircrafts are strictly forbidden within the lakes.



4.5.2 No swimming or fishing is permitted at any time in any part of the lake system.

4.5.1 Recreational activities of personal water activities including but not limited to swimming, fishing, operation of all kind of watercrafts including jet skis, water-skiing and any other activity involving towing, free styling, surfing, driving, private hovercrafts, airboats to take off and landing of aircrafts are strictly forbidden within the lakes.

4.5.2 No swimming or fishing is permitted at any time in any part of the lake system.

4.6 Sea Water Surfaces (Palm Jumeirah)

4.6.1 The use of motorized watercraft and motorized boats such as jet skis, motor boats, hovercrafts and airboats is strictly forbidden within and between the Fronds.

4.6.2 Use of kayaks, paddles and sailing crafts is allowed between the Fronds in daylight hours. Carrying out such activities is prohibited after the sunset.

4.6.3 Use of electric boats is allowed with a maximum speed of 5 knots.

4.6.4 Using or driving any motorized vehicle on the beaches is strictly prohibited.

4.6.5 Permitted vessels may only be launched from slipways or other areas specifically allocated for launching purposes within the Master Community.

4.6.6 Diving is strictly forbidden within Palm Jumeirah.

4.6.7 Fishing is not permitted anywhere within Palm Jumeirah.

4.7 Private Functions/Events

4.7.1 Community users must obtain the Managing Agent's permission prior holding any private function using any of the common areas in the Master Community. Such events or parties shall finish by midnight. For any event inside an Owner/Resident's property, the Owner/Residents should obtain advance approval from security in order to provide the applicant with rules and regulations including but not limited to parking and times.

4.7.2 All access to and from neighbouring properties must be maintained during event set up, clean up and during the event itself.

4.7.3 No alcohol may be brought to, or consumed upon the Common areas within the Master Community.

4.7.4 In the use of any of the areas within the Master Community, The Community user is to request their guests at the event to behave in a manner consistent with a residential area (i.e. no swearing, lewd behaviour, reckless driving, etc.).

5. Vehicles

5.1 Parking and Road Usage/Safety

5.1.1 Car Parking is permitted in areas designated by the Managing Agent. Cars must not be parked on pavements, gardens, lawn areas, road verges, beaches, footpaths, landscaped areas or in front of Master Community entry drives, fire hydrants, or any areas/structures related to the provision of emergency services for any period of time.

5.1.2 With the exclusion of emergency repairs and maintenance, Community Users must not carry out mechanical, painting, repair or other modifications to vehicles located upon any part of the Common Use Facilities. Major repairs shall not be conducted to any vehicle of any kind in car ports or on the Common Use Facilities except for emergency repairs to the extent necessary to enable the vehicle to be moved to a proper repair facility.

5.1.3 Community Users are requested to use their garages and the driveways located within their properties as the only location for parking their vehicles (for villas). Car ports shall not be used for storage of any goods and/or materials. Car ports shall not be used for a workshop or other use if such storage or use would prevent the homeowner from parking the required number of vehicles that the car port was intended to store.

5.1.4 On-street parking lots are reserved for visitors. On-street parking should not block access to neighbours' residences at all times (for villas).

5.1.5 No dune buggy, jet ski, water craft, water craft trailer, truck, recreational vehicle, boat, shipping container, mobile home, caravan, motor home, van or camper shell which is detached from a vehicle shall be parked within any private street or alley or anywhere else within the Master Community or Common Use



Facilities, unless for a temporary period and upon express approval from the Managing Agent.

5.1.6 Parking of permitted vehicles in the common areas in the Master Community shall be for a maximum of one (1) month per location (parking lot). If a vehicle has been seen to be parked for a longer period of time a notice will be posted for the Owner/Resident to contact the Managing Agent. Failure to contact the Managing Agent within a time as set on the non-compliance notice will mean that a removal process will be started. The authorities will be informed, and the vehicle will be removed in accordance with Applicable Laws and regulations. No costs will be borne by the Managing Agent for the removal or retrieval of the vehicle by the owner. Any damage to the vehicle will be at the vehicle owners' expense.

5.1.7 Oversized vehicles should not be parked anywhere in the common areas in the Master Community. An oversized vehicle is deemed to be any vehicle that does not fit into one parking lot.

5.1.8 Inoperative vehicles should not be parked in exposed open areas in the Master Community nor shall they be visible from a neighbouring property or from streets or access roads.

5.1 Parking and Road Usage/Safety

5.1.9 Community Users are responsible for ensuring their guests obey these parking guidelines.

5.1.10 No overnight parking of any unauthorised motor vehicle – as defined by Dubai Police as fit for use on the public roads – shall be allowed on any street within the Master Community, unless approved in advance by the Managing Agent.

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

5.1.12 If necessary, vehicles will be clamped, a non-compliance fee will be issued and the vehicle will be towed away at the vehicle owner's expense. Incidences of non-compliance with the Rules may also be reported to local authorities by the Managing Agent.

5.1.13 Please note, in relation to the applicable speed limit on the Master Community streets in all instances, the posted speed limit signs will apply.

5.1.14 No motorized vehicle of any kind may be operated in any manner which is dangerous, noisy or which creates a nuisance. Any breach of the speed limit or driving considered to be dangerous by the Managing Agent shall be deemed to be a serious

breach of the Rules and shall be dealt with accordingly. The Managing Agent reserves the right to issue non-compliance fees and to report such incidents to the Relevant Authorities, including Dubai Police. The Managing Agent further reserves the right to refuse entry for those who are deemed to be repeat offenders into the Master Community.

5.1.15 The operation of dirt bikes, trail bikes, sand buggies, off-road vehicles, and non-licensed motorized vehicles is not permitted anywhere in the Master Community.

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

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

5.1.18 Commercial vehicles (including those with advertising branding) should not be driven, parked or stored within the Master Community except temporarily for a maximum of four (4) hours while providing a delivery or service to the Managing Agent or a resident of the Master Community. A commercial vehicle includes, but is not limited to a car, van, bus, truck, semi-trailer, tractor, or any other type of vehicle that either equipped with external tracks or tool boxes or contains work equipment readily visible to other Community Users.

5.1.19 The operation or temporary use of construction trailers, vans, or other trucks, machinery/equipment, construction shelters or facilities must be used exclusively in connection with the construction of any works approved by The Managing Agent.

5.1.20 The provisions of these rules shall not prevent any reasonable emergency vehicle repairs or operation of any emergency vehicle, ambulance, civil defense etc., within the Master Community.

5.1.21 The Managing Agent may post signs containing rules and regulations regarding parking and speed limits in the Master Community, which must be adhered to at all times.

5.1.22 In case of non-compliance with any parking rules set out in these Rules, the Managing Agent has the right to remove and/or tow the violating vehicle(s) and ask for fees in form of penalties and/or reimbursements of removal and/or storage costs.

5.1.23 Uninsured and unregistered vehicles not displaying a valid license plate number are prohibited to be parked anywhere in the Master Community.

5.1.24 Vehicles are not to be parked in a People of Determination parking space without a valid People of Determination placard or similar authorisation.



The Managing Agent reserves the right to tow away a vehicle at its sole discretion if the vehicle is parked at a People of Determination space, blocking other vehicles, blocking access to a Unit, entrance or access point or occupying more than one parking spot. The Manager is under no obligation to warn the owner of the vehicle or issue a non-compliance notice in such cases. No costs will be borne by the Managing Agent for the removal or retrieval of the vehicle by the owner. Any damage to the vehicle will be at the owners' expense.

5.1.25 Vehicles are not to be parked in manner which interferes with any entrance to or exit from either the Master Community or any residence therein.

5.1.26 Sounding the horn of any vehicle within the Master Community is strictly prohibited except in the case for an emergency.

5.1.27 All vehicles belonging to Owners and Residents must be registered at the Managing Agent's office. The Managing Agent will issue access cards to Owners and Residents based on its internal policy and procedures. It is mandatory that all car owners carry their access cards at all times, failing which the security guards may request additional information and further details or even deny access and entry into the Master Community. An Owner or resident without a valid access card may be directed to the main entrance where a temporary permit will be issued to allow access for a limited time until an access card is issued or reactivated. Access cards and/or access stickers provided to any Owner or resident may only be used by Owners and their Tenants and promptly returned once the Owner or Tenant transfers or vacates the Unit.

5.1.28 Owners, Residents, occupiers, guests and other Community Users shall not at any time charge electronic vehicles in the Master Community using power designated for the Common Areas and shall instead use their own power arrangements for charging such vehicles on their own property.

5.1.29 Community Users must maintain their vehicles at all times in a clean manner which befits the high standard of development contained within the Master Community to the reasonable satisfaction of the Relevant Authority and Managing Agent. Non-compliance penalties may be issued and actions may be taken by the Managing Agent and/or Relevant Authority in accordance with Applicable Laws and local regulations. The Managing Agent will monitor the condition of vehicles parked in the Master Community from time to time and shall notify the Relevant Authority accordingly.

5.2 Operation

5.2.1 Vehicles that discharge fluids or damage the streets or any other common area within the Master Community in any way must be removed or repaired. Community Users are responsible for the cleanup and/or repair or the reimbursement to the Managing Agent for the cleanup and/or repair required as a consequence of such damage.

5.2.2 Operation of dirt bikes, quad bikes, sand buggies, and un-licensed motorized vehicles should not be driven or used within the Master Community. Child sized pedal or electric vehicles should be operated under adult supervision at all times.

5.2.3 All walkways located on the Common Use Facilities should remain clear at all times. Rollerblading and skateboarding should only be undertaken in designated areas.

6. Maintenance responsibility

While the majority of common areas' maintenance is the responsibility of Nakheel Community Management (NCM), there are some that are yours as a homeowner or resident. Please refer to the table below for the list of responsibilities.

| Type of Maintenance | Responsibility of the Homeowner/Resident | Responsibility of the Community | Helpful Tips |
|------------------------------|--|--|---|
| During move in | You are responsible for any damage caused to the common areas while moving in/out (either directly or by the appointed moving company). Please keep all areas neat and clean after your use. | If not rectified, any damages you have caused to the common areas will be repaired by the community at your expense. | Ask your moving company to ensure adequate supervision during the move in/out process. Please use the Move In/Out Permit, available on Nakheel Online Services |
| To your unit | Maintenance of your villa is your responsibility. | The community is responsible for the upkeep and maintenance of common areas and assets only. | Sign a contract with a reputed general maintenance company to help with your villa's upkeep and repairs. Ensure they have necessary entry permits from NCM. |
| Water and electricity | All utility connections within your villa and charges applicable to your villa are your responsibility. | Utility connections in common areas, such as street lights and pump rooms are maintained by the community. | Consider installing water saving devices and energy saving lighting mechanisms like LEDs to practice sustainable living. |
| Garbage disposal | You must make separate arrangements for the disposal of large and/or heavy items at your own expense. Household waste should be properly stored in the designated wheelie bins, until collection. | Garbage collection from the common area will be taken care of by NCM. | In case of disposal of construction debris, garden, bulk and landscape waste, get in touch with the waste collection service provider to arrange for collection at an additional cost. |
| Pest control | You must take necessary measures for pest control within your villa at your own expense. Inform your Community Manager of any dangerous pests found on your property immediately. Usage of strong chemicals is prohibited. | NCM carries out pest control in all common areas (open parks, pathways, kids play areas) on a regular basis. | Engage a pest control service provider that is reputable and approved by Dubai Municipality to conduct pest control treatment regularly to help prevent any infestations in your villa and community. |

| Type of Maintenance | Responsibility of the Homeowner/Resident | Responsibility of the Community | Helpful Tips |
|--------------------------------------|---|--|--|
| Plumbing and air conditioning | If you experience water tap leaks or airconditioner defects inside your villa, please arrange for service/repair through a third-party provider. | Plumbing and air conditioning maintenance in common areas will be the community's responsibility. | If you are planning a holiday, please switch off your main water valve inside/ outside your villa. |
| Private landscaping | You are responsible for the maintenance of the trees or plants in your garden to upkeep the standards of the community. All trees must be planted at least 1.5 metres away from villa boundary walls and Conocarpus Lancifolius (Damas) trees are not permitted. Any private landscaping that encroaches on the common areas or on a neighbour's property will have to be pruned by you such that it doesn't interfere with the neighbouring areas. | Common area landscaping that encroaches on your property will be pruned by the community's landscaping service provider. However, if the issue is pertaining to your neighbour's property, a notice can be issued to prune the overgrown tree. To report an issue, please contact: customercare@nakheel.com | For any common area landscaping queries, contact your Community Manager. To report a common area irrigation leak, call the 24/7 security hotline on +971 4 390 3333 . |
| Insurance | Protect your home and your belongings with Contents Insurance, including your furniture, electrical appliances, curtains, carpets and paint finishes on walls and ceilings. | Community Insurance covers the community from damage by acts of nature, fire, aircraft damage, explosion etc. Cover is also extended to damage of third party property in such instances. | If you are a tenant, get Contents Insurance to protect your belongings against the unexpected. |
| Alterations | Any interior or exterior alterations to your villa may be carried out only with written consent from NCM and must be in line with the approved guidelines. Any damages to common areas as a result of your alteration work will be charged to you. | Common areas and the exterior of the villa boundary wall are NCM's responsibility. | Unauthorised alteration is a violation of the Community Rules and will result in you being given a Violation Penalty. Additional strict penalties may be applied by the local authorities. |

7. Private property

7.1 General

7.1.1 It is the duty of each Owner, at his/her sole expense, to keep all landscaping, including shrubs, trees, grass and other plantings, neatly trimmed, properly cultivated and maintained, and to keep his/her Plot free of debris and maintained in such a manner as to enhance its appearance.

7.1.2 Dumping of napkins, tissues, plastic items, cloth, mopping materials, chemicals or other household or construction waste or trash into sewage manholes or networks or storm water networks is expressly prohibited. Owners must cooperate during any network unblocking/cleaning/maintenance service in the Master Community at any time especially in emergencies.

7.1.3 Major landscape improvements may not be implemented without the prior written approval of the Managing Agent.

7.1.4 Any works that involves digging the soil and/or hard landscaping shall be performed only after obtaining the necessary clearance from the Managing Agent and this is due to essential services being located 300mm - 400mm below the surface of residential homes. Major landscape improvements include (but are not limited to) construction of irrigation systems, swimming pools or other external structural elements or works.

7.1.5 Community Users are prohibited from sinking or digging water wells/bore wells anywhere within their private property. Community Users cannot undertake reverse osmosis or desalination plants anywhere within the Master Community. Community Users do not have the right to tap into any of the resources or utilities provided for the Common Areas such as and not limited to electricity, water, manpower, landscaping – such use is illegal.

7.1.6 Dewatering of private swimming pools into the sewer network is strictly prohibited and will be enforced by notice of non-compliance and severe non-compliance fees, including those determined by Dubai Municipality.

7.1.7 Discharge of wastewater or dumping of rubbish onto adjacent plots or directly into the lake is strictly prohibited.

7.1.8 Community Users must not make modifications to structural walls (including boundary walls), interior house layout or plumbing, mechanical and electrical systems, landscaping or to any part of the Common Use Facilities, without the prior written Approval from The Managing Agent. All documents detailing such changes must be approved in writing by the Managing Agent and the Relevant Authority before works commence.

7.1.9 Community Users must not make any modifications affecting the appearance of the exterior of any property, including but not limited to balconies, awnings, lawns, canopies, sun shades, fencing, air conditioning units and related equipment, fans, screens, gutters, storm doors, satellite dishes, external radio or TV antennae and enclosures of any kind such as gazebos, pergolas, sheds, painting of the exterior, permanent decorations or any other changes without the prior written Approval of the Managing Agent. All documents detailing such changes must be approved by the Managing Agent and the Relevant Authority before works commence.

7.1.10 Community Users must not install any wiring and/or piping for any purpose which is otherwise visible on the exterior of their property or other properties.

7.1.11 Community Users must not carry out any work to the Common Use Facilities.

7.1.12 In the event it is deemed mandatory for the Managing Agent to carry out important maintenance works, scheduled or incidental, and these works may not be completed if the Managing Agent cannot have access to the Unit due to the absence of the Owner or the Resident, the Managing Agent through its authorised personnel, may enter the Unit with a fifteen (15) days' prior notice to the Owner/Resident informing him/her about the required works. This includes breaking locks or doors to enter the Unit. The Owner/Resident shall be considered to have agreed with the entry, if he/she does not demonstrate his/her objection within the aforementioned period.

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

7.2 Balconies/Outdoors

7.2.1 Private functions to be held on the outdoor area/balconies within the Community Users property are not permitted without the approval of the Managing Agent.

7.2.2 Community Users must not make any improvements, alterations whether structural or not to their balconies, patio or similar area without the prior written Approval of the Managing Agent.

7.2.3 Community Users should maintain the attractive exterior appearance of the Master Community by keeping their balconies in a clean and tidy condition.

7.2.4 No air conditioning equipment is permitted to be placed on balconies.

7.2.5 Balconies should not be used as storage areas for any items other than seasonal furniture. No items on the balcony may extend higher than the balcony wall, including personal items, except the following: hanging or potted plants, patio tables, umbrellas. All of these must be kept in good condition and be aesthetically agreeable. Any resulting damage to the exterior of the residence caused by the installation of hooks or attachments for the purpose of hanging decorative items will be the responsibility of the Owner of the Unit.

7.2.6 The storage of any combustible items such as charcoal lighter or other flammable items on the patios, balconies, or hot water heater closets is strictly prohibited. Community Users are prohibited from installing apparatus, machinery, devices, systems or equipment that may expose a Unit, Plot or part of the Common Use Facilities to the risk of fire.

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

7.2.8 Linen, clothing, curtains, rugs, mops, laundry, and other articles should not be shaken or hung on any of the balconies or railings of Community Users' properties nor on or from clotheslines which are visible above the patio walls.

7.2.9 Installing satellite dishes on balconies or on the building façade or other common areas is prohibited.



7.2.10 Nothing may be attached to the exterior of any building, Unit or Plot or car port (where relevant) without the approval of the Managing Agent. Such items may include awnings, pergolas, shade cloth, shade or protective sheeting, etc.

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

7.3 Yards and Landscaping

7.3.1 Community Users are solely responsible at their own expense for developing and maintaining the landscaped areas within their individual properties. Such maintenance includes keeping shrubs, trees, grass and other plantings neatly trimmed, properly cultivated and maintained.

7.3.2 Planting Conocarpus trees including Damas trees is strictly prohibited anywhere within the Master Community.

7.3.3 Community Users may not alter landscape or undertake irrigation of Common Use Facilities which is the responsibility of the Managing Agent.

7.3.4 Owners and Residents shall ensure that garden trees are trimmed on regular basis and should not be allowed to grow higher than the first floor balcony

level (with an exception of palm trees) or overgrown into the neighboring Plot or Common Area.

7.3.5 The Managing Agent, at its sole discretion, will determine an acceptable condition of landscape and yard maintenance.

7.3.6 Community Users are prohibited from removing trees, large plants or shrubs, grass or other plantings in breach of the Villa Design Code without prior approval from the Managing Agent.

7.3.7 Community users must respect at all times the adjoining Community Users' right to quiet enjoyment of their properties. Community Users must not restrict or obstruct their neighbours' views, beaches or/ and waterways or direct sunlight within the Master Community.

7.3.8 Community Users must not plant on or landscape any part of the Common Use Facilities unless an approval of the Managing Agent is obtained.

7.3.9 Owners and occupiers will be responsible, at their own expense, for any pest control required within the boundaries (both internal and external) of their own property. Owners and occupiers are, however, asked to inform the Managing Agent of any pests other than ants, non-poisonous spiders, bees and wasps found on their property.

7.3.10 The Managing Agent is responsible on an ongoing basis for the Common Use Facilities' pest control. Owners and Residents are responsible for informing the Managing Agent of any pest infestation in the Common Areas. The Managing Agent may install approved pest control boxes and or devices within Common Areas. Owners and Residents may



not touch or tamper with, remove or relocate such items and should inform their families, guests and employees of the same and refrain their pets from going near such items. The Managing Agent will not be held responsible for any damage, sickness, illness, allergy or loss of life caused by such non-compliance.

7.3.11 Feeding of animals such as desert foxes or birds in the Common Areas is strictly prohibited and should be discouraged at all times. Anyone caught feeding wild animals will be in breach of the rules of the community and subject to a non-compliance fee.

7.4 Exterior Appearance

7.4.1 Community Users must maintain at all times the exterior appearance of their properties in a manner which befits the high standard of development contained within the Master Community to the reasonable satisfaction of the Managing Agent. Windows are not to be covered by paper, paint, cardboard, tinfoil, sheets or other similar items. Window screens must be maintained in good condition. Damaged screens are to be repaired or replaced by the occupier.

7.4.2 Owners shall ensure that the Unit's external walls are properly painted in a manner which reflects the existing colours of the Unit unless expressly agreed and approved by the Managing Agent.

7.5 Lighting

7.5.1 Spot lights and/or halogen lights must not be oriented towards or on a neighbouring property including adjacent and opposite villas.

7.5.2 Decorative lighting for private celebrations such as weddings, parties or other events requires the Managing Agent's prior written Approval.

7.5.3 Temporary holiday or festival lighting is permitted during Eid and other religious, festive and official National holidays. Permitted decorative lighting for holidays and celebrations may be installed and illuminated ten (10) days before the holiday or celebration and must be removed no later than ten (10) days after the holiday or celebration.

7.5.4 Lighting decorations causing complaints from neighbouring Residents must be turned off or removed upon request.

7.5.5 Flashing decorative lights or lighting that creates glare visible from outside a property should not be installed. White colour string lights are preferred. Clarification on the appropriateness of decorative lighting will be determined by the Managing Agent.



8. Construction works and modifications to plots

8.1 The Managing Agent controls and regulates the construction of alterations or improvements within the Master Community. Except for the purpose of maintenance and repair, an Owner or Resident shall not refurbish, build, construct, erect, install or undertake any alterations or improvement on their Plot or Unit whether structural or non-structural, internal or external (including painting, windows, doors and fences) (Works) without first submitting an application for approval, including appropriate plans and specifications to the Managing Agent.

8.2 All Works will require a NOC from the Managing Agent on behalf of Nakheel and also from local/government authorities (wherever applicable). Evidence of such consent to the Works from all relevant local authorities shall be provided to the Managing Agent as part of the NOC application.

8.3 To obtain an approval for any Works, the Owner must submit a written request to the Managing Agent stating the areas of the Unit or Plot where the Works will be carried out. Structural, mechanical, electrical and plumbing drawings along with material specification to be used must be submitted at the time of the application. The Owner will be responsible for the costs associated with review of drawings, review of revisions to drawings (if required) and all approvals and inspection as required.

8.4 An amount (to be decided by the Managing Agent) will be required from the Owner or Resident as a security deposit before issuing approval for the Works. The security deposit will be used to rectify any damage directly or indirectly caused by the Works performed by the Owner, Resident or their contractors and workers. The security deposit will be refunded to the Owner or Resident (subject to deductions) upon completion of approved Works providing the Managing Agent has certified completion of all requirements and undertaken a final inspection of the Works.

8.5 The Managing Agent has a schedule of fees and charges applicable to each type of Works, which will also be payable by the Owner/Resident. A schedule of fees may be obtained from the Managing Agent's office. The Managing Agent reserves the right to change and revise the schedule of fees and costs at anytime, without prior notice.

8.6 The Managing Agent shall act upon the request for a NOC to Works within a reasonable amount of time informing the applicant if his/her application has been approved, rejected or if revisions are required. The decision of the Managing Agent shall be final.

8.7 No part of the Works shall commence without written approval of the Managing Agent. Any approval, if granted, may be subject to conditions and specifications to be decided in the Managing Agent's discretion. If the Works are approved, the relevant NOC and approval documents shall be displayed prominently at the site during the construction period for any approved Works and shall be retained in records of the relevant parties to validate that the relevant Works were approved by the Managing Agent and Master Developer to any future Owners of the relevant property. It is understood that such approval if granted, shall not absolve the Owner or Resident of his/her responsibility or liability for any damage or injury caused to property or persons by such works nor shall it be construed to impose any liability or responsibility on the Managing Agent or Nakheel.

8.9 The Owner/Resident will indemnify Nakheel, the Managing Agent and any agent, employee or contractor of Nakheel or the Managing Agent against all losses, claims, demands, and expenses which Nakheel or the Managing Agent or any agent, employee or contractor on their behalf sustains or incurs due to the Owner/Resident's non-compliance with these Rules.

8.10 The Managing Agent may require additional information for the purposes of approvals/permits and there may accordingly be additional processing fees for the applicant.

8.11 An application for a NOC will not be processed until the application fees are paid in full and the required documents are lodged with the Managing Agent.

8.12 An Owner or Resident is responsible for obtaining necessary approvals from government authorities at their own cost. Any additional costs required to register the Works at the Dubai Land Department will be paid by the Owner/Resident.

8.13 Any approved Works must be completed in a timely manner as determined solely by the Managing Agent not exceeding six (6) months or earlier if government approval for the Works expires earlier.

8.14 In the event that the Works are not completed within the approved time, or if amendments are required to the Works, a further application must be made to the Managing Agent. Works being performed beyond the approved period will result in a non-compliance notice and a fee to be determined by the Managing Agent in its discretion from time to time.

8.15 The Owner and Resident must obtain sufficient and appropriate insurance cover for the Works and present a copy of such insurance policy to the Managing Agent before commencement of approved Works.

8.16 Notwithstanding an approval being granted, the Owner/Resident acknowledges and agrees that in the event that he/she cannot complete the Works as approved or cannot maintain the Works in such a way that aesthetics of the Master Community are preserved and maintained, the Managing Agent shall have the right to either maintain the aesthetics or remove the Works and bring the aesthetical appearance of the property to its standards at the sole expense of the Owner and/or Resident.

8.17 Any Works which do not have the approval of the Managing Agent and the relevant authorities must be removed promptly, at the sole cost and responsibility of the Owner. The Master Developer and/or the Managing Agent may issue a removal instruction which must be implemented and complied with within thirty (30) days or sooner from the date of the notice (or sooner if required by Applicable Laws).

8.18 Any approved Works must not cause damage to or exceed the electrical load capacity of the Unit or Plot.

8.19 The Owner and/or Resident is responsible for the health and safety of its contractors and/or workers and others and shall not allow any of the following during the Works: unsafe work at heights; unsafe electrical works; unsafe work in confined spaces; unsafe work due to lack of or failure of protective equipment or gear; and performance of contractor's works without an approval from the Managing Agent.



8.20 Any Mechanical, Electrical and Plumbing (MEP) required by the Owner or Resident must have a written approval of the Managing Agent and must be performed in accordance to guidelines set by the authorities. The Resident and Owner agree to immediately pay for any damages caused to power, water, gas and sewer lines should such utilities be damaged due to the Work being done in their Unit or Plot. The extent of any damage will be determined by the Managing Agent. The Resident and Owner shall hold the Managing Agent and its representatives free and harmless from any claims against property damage or personal injury arising from any modification or alteration to their property.

8.21 All construction material must be stored within the Unit or Plot and no construction material, waste or debris may be left in the Common Areas nor shall be visible to other Residents and must be removed and disposed of by the Owner and/or Resident or his/her contractor promptly at the sole expense of the Owner and/or Resident.

8.22 Owners, Residents, Tenants, occupiers and their contractors or service people shall comply with the Rules when in the Master Community.

8.23 Construction Works in the Master Community are permitted between 7am and 5pm during weekdays only providing that noisy work shall only be permitted after 8am during such times. If any extra hours are required outside of such times, the Owner/Resident or contractor should apply to the Relevant Authority and Managing Agent for a night shift NOC to permit them to continue day shift works. At all times during the permitted hours stipulated above, noise from

Works shall comply with Relevant Authority guidelines and Applicable Laws. Workers, contractors and service providers will not be allowed to remain in the Unit or Plot beyond the working hours except with prior written approval of the Manager. Workers shall not loiter within the Common Areas or use Common Use Facilities of the Master Community.

8.24 Construction, service provider and contractor vehicles shall travel slowly and with caution within the Master Community. Such speed shall be slower than any speed limits specified within the Master Community. Contractors and service providers shall ensure safe driving by their employees within the Master Community at all times. Vehicles shall not block roads in the Master Community at any point in time. Loading or unloading of construction material must be completed within the same day and any materials placed overnight is not permitted. Any unloaded construction materials must be placed over plastic sheets and not directly on the road/interlocks. Construction vehicles must be parked in designated parking areas and necessary safety precautions should be in place which shall be the responsibility of the Owner and contractor. Construction vehicles cannot be washed in the Master Community or on any plot. Prior notice (48 hours) shall be given to the Managing Agent for large vehicles such as cement mixers, trailers coming into the Master Community and all safety precautions shall be taken by the contractor.

8.25 All staff performing the Works must be dropped off to the particular site by vehicle – staff should not be walking across the community at any time – only mini buses of a maximum thirty (30) seat capacity should drop-off staff. At no point of time (other than



when arriving or leaving) employees loiter outside of the designated site or squat on any Common Areas or look into other private properties.

8.26 All landscaping and construction waste shall be promptly removed from the site and disposed off at Dubai Municipality approved disposal areas. Construction material or debris shall not be placed in Common Areas. Care should be taken to void construction material and debris falling onto roads and Common Areas during transportation. If required any clean-up of roads shall occur within one (1) hour.

8.27 The contractor shall ensure that its employees do not cause disturbance, speak loudly or misbehave in any way within the community.

8.28 Installation of hoardings must take place as per Managing Agent guidelines stipulated from time to time) before commencing any Works on site and shall be maintained at high standards and conditions at all times. Hoardings and signs shall be promptly removed when Works have completed and been approved by the Managing Agent.

8.29 No labour camp and/or any sort of accommodation shall be provided inside the Unit, Plot or any other area within the Master Community.

8.30 The contractor shall provide all the necessary welfare facilities for the workers within the Plot boundaries. If use of another area is required, prior approval from the Managing Agent would be required.

8.31 The relevant service provider or contractor shall adequately insure its personnel against personal accident or death while rendering services. The relevant service provider or contractor should also supervise workers adequately (with a qualified engineer/supervisor), to ensure the proper rendering of Works and services.

8.32 The contractor shall ensure minimum interaction between the labourers and the Community Users at all times.

8.33 The Owner shall secure the Plot during construction. The site must feature all necessary health and safety signboards along with contact details of the Project Engineer in case of an emergency. An escalation matrix to be submitted to the Managing Agent for approval. Provision for water, food etc. is to be made directly at the Works site – this is to avoid work people moving around the community. Portable toilets must be placed inside the particular Work site and these must be kept clean at all times. Any staff member found urinating/defecating in Common Areas/garbage rooms etc. will be deemed as violating the rules of the Master Community. Polys shade or other effective protection is to be arranged to ensure dust, noise or other pollution does not enter the neighbouring properties.

8.34 The Contractor/service Provider shall take full responsibility for any Third Party liability on account of loss of life or property damage as a result of any Works.





9. Visitors

9.1 For gated communities, Community Users shall follow the security requirements where applicable to allow entry of their visitors, contractors and service providers.

9.2 The Community User is solely responsible for any activities, behavior, loss, damage or accidents carried out by her/his visitors, domestic staff, maintenance staff and service providers. Owners shall ensure visitors shall adhere to these Rules.

8.35 Safety precautions must be in place by the contractor or service provider during offloading of materials to include safety cones, reflective tapes, security staff wearing safety jackets, wearing of helmets, goggles and masks and cautioning motorists and public in a safe manner.

8.36 All staff performing Works must be uniformed (as per Dubai Municipality norms) and trained personnel for the Works, with proper IDs displayed, as may be necessary.

8.37 The contractor shall not bring into the community any personnel not holding a valid employment visa. The contractor/service Provider is to submit copies of labour cards of all staff entering the site. All landscaping contractors must be licensed by Dubai Municipality Horticulture Services. All contractors operating inside the Master Community must have a valid trade license to provide services in the Emirate of Dubai/UAE (as the case maybe).

8.38 Signage must be immediately removed on completion of Works.

8.39 Service providers, building contractors and handymen are permitted to enter into the Master Community only from the designated service entrance(s) and only with approved documents issued by the Managing Agent.

8.40 No electrical device creating electrical overload of standard circuits may be used without the Managing Agent's approval.

8.41 The Owner/Resident shall notify the Managing Agent when the Works are completed and provide plans to reflect the completed Works to include details of the building(s), landscaping and irrigation; and details of the location of all new services installed as part of the building Works, such as storm water, sewerage, mains water, telecommunications and data lines, electricity cables and gas lines. Within a reasonable timeframe of approximately twenty-one (21) days of receiving the notice the Managing Agent must inspect the works; and if the works have not been completed in accordance with the Managing Agent's approval, the Managing Agent will notify the Owner/Resident in writing of the non-compliance, specifying the particulars of non-compliance; and the Owner/Resident must remedy the non-compliance within thirty (30) days (or sooner if required).

8.42 If the Owner/Resident does not remedy the non-compliance in the period set out in the notice, the Managing Agent may: enter any part of the Master Community property where the non-compliance has occurred; remedy the non-compliance; or remove the non-complying Works; and recover the costs of its action under this clause as a liquidated debt from the Owner/Resident. The Managing Agent may also impose other financial penalties for breaches of the Rules. The Managing Agent may also require all Works to cease; or restrict access of the Owner/Resident, its agents, employees or contractors to the relevant Plot or Unit until such breach is remedied to the satisfaction of the Managing Agent.



Non-compliance list

The below non-compliance list with community rules will be updated as per authority recommendations.

- ▶ Abuse of Master Community staff
- ▶ Nuisance activities
- ▶ Privacy
- ▶ Pets
- ▶ Dangerous and illegal articles & activities
- ▶ Waste management
- ▶ Graffiti and vandalism
- ▶ Signage
- ▶ Property use
- ▶ Insurance and fire safety
- ▶ Household staff
- ▶ Leasing residential homes
- ▶ Charitable and fundraising activities
- ▶ Access and use
- ▶ Moving process
- ▶ Sports areas and playgrounds
- ▶ Swimming pools and beaches
- ▶ Private functions and events
- ▶ Vehicles – parking and road usage/safety
- ▶ Private property
- ▶ Balconies and outdoors
- ▶ Yards and landscaping
- ▶ Exterior appearance
- ▶ Lighting
- ▶ Construction works and modifications to Plots
- ▶ Visitors



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