

**EMAAR SOUTH  
MASTER COMMUNITY RULES**

**VERSION: 1.0**

|           |   |           |
|-----------|---|-----------|
| <b>1.</b> | <b>INTRODUCTION</b>   | <b>3</b>  |
| <b>2.</b> | <b>DEFINITIONS</b>  | <b>3</b>  |
| <b>3.</b> | <b>GENERAL RESTRICTIONS</b>   | <b>5</b>  |
| 3.1.      | <i>NOISE AND NUISANCE ACTIVITIES</i>                                      | 5         |
| 3.2.      | <i>PRIVACY</i>  | 5         |
| 3.3.      | <i>ABUSE OF COMMUNITY STAFF</i>   | 5         |
| 3.4.      | <i>PETS &amp; PET MANAGEMENT</i>  | 5         |
| 3.5.      | <i>HAZARDOUS ACTIVITIES</i>   | 6         |
| 3.6.      | <i>DUMPING AND TRASH MANAGEMENT</i>                                       | 6         |
| 3.7.      | <i>LITTERING AND VANDALISM</i>  | 7         |
| 3.8.      | <i>USE RESTRICTIONS</i>   | 7         |
| 3.9.      | <i>HOUSEHOLD STAFF</i>  | 8         |
| <b>4.</b> | <b>USE OF FACILITIES AND ACCESS REGULATIONS</b>                           | <b>8</b>  |
| 4.1.      | <i>RECREATION AREAS, PARKS, LAKES AND PLAYGROUNDS (SHARED FACILITIES)</i> | 8         |
| 4.2.      | <i>SPORTS AREAS</i>   | 9         |
| 4.3.      | <i>SWIMMING POOLS</i>   | 9         |
| 4.4.      | <i>SERVICE PLANT, FILTRATION AND TELEPHONE ROOMS/STRUCTURES</i>           | 10        |
| <b>5.</b> | <b>VEHICLES &amp; PARKING RESTRICTIONS</b>                                | <b>10</b> |
| 5.1.      | <i>ACCESS CONTROL</i>   | 10        |
| 5.2.      | <i>PARKING</i>  | 10        |
| 5.3.      | <i>ROAD USAGE AND ROAD SAFETY</i>   | 11        |
| 5.4.      | <i>COMMERCIAL VEHICLES</i>  | 11        |
| 5.5.      | <i>EMERGENCY OR TEMPORARY MAINTENANCE AND CONSTRUCTION VEHICLES</i>       | 11        |
| <b>6.</b> | <b>MAINTENANCE AND AESTHETICS</b>   | <b>12</b> |
| 6.1.      | <i>YARDS AND LANDSCAPING</i>  | 12        |
| 6.2.      | <i>PEST CONTROL</i>   | 12        |
| <b>7.</b> | <b>HOME APPEARANCE</b>  | <b>13</b> |
| 7.1.      | <i>WINDOWS</i>  | 13        |
| 7.2.      | <i>EXTERIOR ATTACHMENTS</i>   | 13        |
| 7.3.      | <i>LAUNDRY</i>  | 13        |
| 7.4.      | <i>HOLIDAY/CELEBRATION DECORATIVE LIGHTING</i>                            | 13        |
| 7.5.      | <i>SIGNAGE</i>  | 13        |
| 7.6.      | <i>PATIOS AND BALCONIES</i>   | 14        |
| 7.7.      | <i>HOME IMPROVEMENT</i>   | 14        |

## INTRODUCTION

Community Rules are for the benefit of owners and residents and are designed to create an environment in which all owners and residents can maximise enjoyment of their homes and the various common areas and facilities. It is also the intent of these Rules to create a serene, attractive and safe environment for the families, children, neighbours, and guests of the Community and Master Community. Adherence to these rules will maintain, preserve, enhance, and protect the property values and assets of the Community.

Violation of any of the Community Rules will be uniformly enforced, with a Notice of Violation and applicable Violation Penalty.

### 1.0 DEFINITIONS

- 1.1. **Master Community Rules/Community Rules/ Rules** – means the Master Community Rules/Community Rules as set out in this document and such further rules and regulations the Association may make from time to time pursuant to the Declaration.
- 1.2. **Master Community Declaration/Declaration** – means the governing documents of the community including this document with the schedules thereto as may be amended from time to time.
- 1.3. **Master Developer/Developer** – means Emaar Properties PJSC, a corporation duly incorporated and registered in Dubai, United Arab Emirates or any of its subsidiaries, nominees, assigns, successors or successors-in-title.
- 1.4. **Owner** – means the owner of a Unit including an owner whose title registration is pending and including his/her heirs, successors-in-title and permitted successors and assigns.
- 1.5. **Tenant/ Lessee** – means a person or corporate body renting a property from the Owner.
- 1.6. **Resident/ Occupier/ Occupant** – means any person occupying or visiting a Unit owned by an Owner, including such Owner's lessees, tenants, visitors, servants, agents, employees, guests, family members, clients, customers, patients or business associates.
- 1.7. **Lot/Plot** – means the extent of a plot of land on which an individual property is built.
- 1.8. **Unit/Property/Home/Household** – means a unit or units of the Common Property, such as any apartment, floor, part of a land, house (including villa), office or shop, etc., with or without dedicated parking space, located in a Common Property, and owned by an Owner or by the Developer.
- 1.9. **Common Area** – means all open areas, services, facilities, roads, pavements, water features, gardens, utility and administrative buildings or areas, installations, improvements and common assets in the Master Community and/or in each Common Property, as more specifically determined in the attached Master Plan, which are intended for use by all Owners and the Developer and that do not form part of the title of any Unit.
- 1.10. **Common Property** – means the entire building or any part thereof and/or the plot of land in the Master Community, which is divided into Common Areas and Units allocated for freehold ownership, and in respect of which a separate Owners Association is established.
- 1.11. **Master Community** – means the entire Master Community by the name of Emaar South, Dubai, which is to be divided into Common Properties and Common Areas in accordance with the Master Plan or any amendment thereof and includes any and all extensions of the Master Community from time to time. For the avoidance of doubt, each Common Property includes Units and Common Areas.

- 1.12. **Community** – means the residential community as shown on the attached map comprising individual residential dwellings plus common areas including roads, parks, lakes, playgrounds, paths and other facilities.
- 1.13. **Community Manager** – means the manager appointed from time to time by the by the Board of the Owners Association to maintain and manage the Community on behalf of the Owners' Association.
- 1.14. **Management** – means the Owners Association, Board, Community Manager and/or any of its assignees.
- 1.15. **Owners' Association/Association** – means the association of all the Owners in any jointly owned property in the Master Community, when such an Association can be legally established, until which the Developer shall fulfil the role.
- 1.16. **Board/Board of the Owners' Association** – means the board constituted in accordance with the Owners Association regulations when established, until which, the Developer shall fulfil the role.
- 1.17. **Service Fees/Service Charges** – means 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 the Common Property of the Development, including without limiting the generality of the foregoing, the costs of water, electricity, equipment, and other expenses and the employment of contractors, employees, managers and workmen associated with these tasks plus the costs of administration.
- 1.18. **Special Levy** – means a one-time levy to cover a major expense that was not included in the annual budget or capital reserve fund. Special Levies may apply to construction of new structure or facilities requested by the majority of owners and approved by the Board.
- 1.19. **Master Community Levy** – means 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 the Common Property of the Master Community, including without limiting the generality of the foregoing, the costs of water, electricity, equipment, and other expenses and the employment of contractors, employees, managers and workmen associated with these tasks plus the costs of administration.
- 1.20. **Capital Reserve Fund/Sinking Fund** – means a separate annual fee for capital replacements, kept in reserve for any emergencies, as well as for investing in improvements and additional facilities for the Community at the discretion of the Board.
- 1.21. **Notice of Violation** – a Notice of Violation is a formal citation that informs a person that a Community Rule or a permit condition has been violated. The purpose of the Notice of Violation is to initiate corrective action that will stop the violations. A Notice of Violation may also result in Violation Penalties.
- 1.22. **Violation Penalty** – a Violation Penalty is the result of a Notice of Violation where corrective action has not taken place. Violation Penalties are often monetary fines, but may include reporting of the violation to the Local Authorities.
- 1.23. **Architectural Guidelines** – mean and refer to those certain architectural standards, landscape standards and other general policies, procedures and criteria, with respect to home improvement which may be adopted by the Board.
- 1.24. **Local Authority** – means the governing authorities of the Emirates of Dubai including but not limited to Police, Immigration, RTA, DEWA, Civil Defence, Municipality, RERA, Land

Department. In short any government body that has jurisdiction over the Master Community.

## **2. GENERAL RESTRICTIONS**

### **2.1. Noise and Nuisance Activities**

- 2.1.1. No nuisance, obnoxious or offensive activities shall be carried out on any part of the Master Community, nor shall anything be done or maintained on any part of the Community including a Resident's premises which may be or may become an annoyance or nuisance to the neighbourhood or interfere with the quiet enjoyment by any Owner or Resident.
- 2.1.2. Such nuisances include but are not limited to odours, smoke, vibrations, and obstruction of views. Offensive noises include but are not limited to those that are caused by pets, televisions, stereos, musical instruments, revving car engines, revving motorcycles, and car stereos. Noise is considered to be too loud if it can be heard by an adjacent neighbour when inside their house with their windows and doors closed.
- 2.1.3. Noise from garden equipment and power tools is only allowed between 8:00am and 8:00pm.

### **2.2. Privacy**

- 2.2.1. No activities shall be carried out in any part of the Master Community that may unreasonably interfere with a resident's right of privacy within that resident's residence.
- 2.2.2. Owners and Residents are to avoid any attempt to look into a neighbouring lot or to look into the windows of neighbouring structures.
- 2.2.3. Owners and Residents bear the responsibility to take reasonable measures to protect their own privacy through the design of their window treatments and landscaping as long as it conforms to the community's Architectural Guidelines.

### **2.3. Abuse of Community Staff**

- 2.3.1. Owners and Residents are to treat all staff members of the Community and structures therein in a cordial manner. Verbal and/or physical abuse will not be tolerated and will be treated as a serious violation of the Rules. Complaints regarding the mistreatment of employees and/or vendors should be presented in writing to the Community Manager and if necessary to the Board.

### **2.4. Pets & Pet Management**

- 2.4.1. No animals, including poultry, fowl, wild animals, horses, cattle, sheep, goats, swine or any other type of animal not considered to be a domestic household pet shall be brought into or kept within the Master Community, except that domestic dogs, cats, birds, fish and reptiles may be kept as household pets, provided that they are not kept, bred or raised for commercial purposes, nor, as determined by the Owners Association, kept in unreasonable quantities.
- 2.4.2. Pets must be housed and cared for in a humane manner and in accordance with best international practices on animal care.
- 2.4.3. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance.

- 2.4.4. All dogs shall be kept on a leash within the Master Community when not within the boundary walls of a property.
  - 2.4.5. Any dog faeces deposited upon any portion of the Master Community shall be promptly removed and properly disposed of in a sanitary manner by the dog handler. Dog handlers are deemed to include resident domestic employees that exercise the pet. Noncompliance to these rules may result in Notice of Violation been issued to the defaulter.
  - 2.4.6. All pets must wear appropriate identification at all times when outdoors.
  - 2.4.7. Pet owners are liable to all other Owners, Residents their families, guests, Tenants and invitees for the actions of any animal brought or kept in the Community by the other Owners or Residents.
  - 2.4.8. Upon written request of any Owner or Resident, the Community Manager shall receive instruction from the Board to 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 Board in such matters is final, conclusive and shall be enforced as other restrictions contained herein including appropriate legal means.
  - 2.4.9. Pet food of any kind should not be left on common areas, or near any structures, including front porches, decks and/or balconies.
  - 2.4.10. Owners and Residents 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.
- 2.5. **Hazardous Activities**
- 2.5.1. Hunting, trapping and discharge of firearms and the use of toy guns and air guns ("BB guns") which can inflict damage on persons or property are expressly prohibited within the Master Community.
  - 2.5.2. No open fires shall be lit or permitted within the Master Community, except in a contained barbecue unit while attended and in use for cooking purposes.
  - 2.5.3. Activities or conditions which endanger the health and/or safety of others are prohibited.
  - 2.5.4. Nothing shall be done or kept in any Unit or on the Common Areas/Property which will increase the Association's rate of insurance or cause it to be cancelled.
- 2.6. **Dumping and Trash Management**
- 2.6.1. Dumping of 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 Community.
  - 2.6.2. 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.
  - 2.6.3. All garbage for pickup is to be placed inside trash containers provided with each Lot. Garden waste will only be collected by the garbage disposal contractor if placed in the appropriate waste bag.
  - 2.6.4. Owners and Residents must make separate arrangements, at their own cost, for the disposal of large and/or heavy items.

- 2.6.5. 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 Lot and shall not allow such items to accumulate upon the Lot.
  - 2.6.6. All service yards, or service areas, clothesline areas, sanitary containers or stored materials on any portion of a Lot shall be enclosed, fenced or screened appropriately (as approved by the Owners Association) in such a manner that such yards, areas, containers and stored materials will not be visible from any neighbouring property or street.
  - 2.6.7. No incinerator shall be kept or maintained on any Lot.
  - 2.6.8. Owners and Residents may be issued a Notice of Violation by the Owners Association or by its Community Manager for any violation to the above Rules. A Violation Penalty may be levied on the offending party.
- 2.7. Littering and Vandalism**
- 2.7.1. The act of littering, graffiti or vandalism is expressly prohibited within the Master Community and the Owner shall be held liable for the cost of cleaning, repair or replacement resulting from any such prohibited activity carried out by Residents of his/her property. All incidents of serious vandalism will be reported to Dubai Police for their further action.
  - 2.7.2. All Owners are to note that 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 Fees.
- 2.8. Use Restrictions**
- 2.8.1. Unless otherwise stated, properties in the Master Community are designated as residential units for the use of single-families. As such, only the Owners and Tenants and their direct family members, guests and domestic employees may occupy a residence within the Community.
  - 2.8.2. Companies may not accommodate bachelor employees in the Community, if the premises are being shared with other bachelors.
  - 2.8.3. No business or commercial activity to which the general public is invited shall be conducted within any Unit designated as residential within the Community without written permission from the Owners Association.
  - 2.8.4. All leases shall be accompanied by a signed undertaking of the Lessee that all Community Rules shall be strictly adhered to by the Lessee. However, in all cases, the Landlord or Owner shall be liable to the Owners Association.
  - 2.8.5. No short-term letting or letting to other than single families shall be permitted. For the purposes of these Rules, short-term letting is defined as leases that are less than six (6) months in validity.
  - 2.8.6. No partitioning of the Unit for the purposes of letting out individual rooms will be permitted.
  - 2.8.7. The Owner is responsible for ensuring that all occupants comply with all the requirements of these Rules.
  - 2.8.8. No Owner or Resident shall engage in any activity upon the property that is in violation of any law, ordinance, statute, rule or regulation of Dubai or of United Arab Emirates.

- 2.8.9. Owners shall strictly adhere to the terms of easements and restrictions benefiting or burdening the Lot or Unit.
- 2.8.10. Owners shall carry property insurance for the full replacement cost of all insurable improvements and contents in his/her Lot or Unit. Owners agree that in the event of damage to or destruction of structure on or comprising his/her Lot 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 Owners Association. Owners shall pay all costs which are not covered by insurance proceeds.

**2.9. Household Staff**

- 2.9.1. Household staff, including (but not limited to) housemaids, drivers, cooks, and gardeners should hold a valid residence visa issued by the Dubai Immigration Department.
- 2.9.2. 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 the law.

**3. USE OF FACILITIES AND ACCESS REGULATIONS**

**3.1. Recreation Areas, Parks, Lakes and Playgrounds (Shared Facilities)**

- 3.1.1. The Common Areas and facilities are for the exclusive use of Owners and Residents, their direct family members and guests. Owners and Residents shall limit the number of guests using the facilities to ensure access for other Residents is maintained at all times. The Community Manager reserves the right to assess whether the number of guests accompanying the Resident is indeed reasonable or not.
- 3.1.2. 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.
- 3.1.3. Failure to comply with the Rules may result in the Owner or Resident being prohibited from using the facilities. Severe violations of the regulations may result in the Owner or Resident being permanently prohibited from using the facilities.
- 3.1.4. All children below the age of fourteen (14) years old must be supervised at all times by a parent or guardian aged eighteen (18) years or older.
- 3.1.5. Pets are strictly prohibited within sports areas and in parks. Pets must be kept on a lead in other Common Areas.
- 3.1.6. Owners and Residents wishing to hold private functions in any park in the Master Community must obtain prior permission of the Owners Association and shall limit the number of guests to no more than eight (8) persons, in order to ensure that access for other residents is maintained, unless prior permission for a larger number has been obtained from the Community Manager. Residents are permitted to hold such functions in the closest available park in the housing area in which their residence is located and will be required to adhere strictly to the hours of operation. The Owners Association may require the payment of a deposit and the Resident will be responsible for any damage or cleaning costs arising from the function.



- 3.1.7. Any damage to property or amenities in the Common Areas 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 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.

### 3.2. **Sports Areas**

Owners, Residents and guests must adhere to the following Rules while using the sports areas of the Community:

- 3.2.1. Skates, skateboards, bicycles, tricycles, and other wheeled toys are not allowed on the basketball and tennis courts.
- 3.2.2. Stereo equipment of any type (unless fitted with headphones) are not permitted within the sports areas.
- 3.2.3. Suitable attire must be worn in and around the sports areas at all times.
- 3.2.4. Only basketballs and netballs are permitted on the basketball courts. Only tennis or badminton is permitted to be played on the tennis courts.
- 3.2.5. Only tennis or all-court shoes are allowed on the basketball and tennis courts. Leather soled shoes or shoes with cleats are not allowed.
- 3.2.6. An individual playing basketball or tennis is to limit his/her playing time to sixty (60) minutes while others are waiting.
- 3.2.7. Three (3) or more people playing basketball are to limit their playing time from the time to one and one-half (1-1/2) hours while others are waiting.
- 3.2.8. A pair of individuals practicing tennis are to limit playing time to forty-five (45) minutes while others are waiting.
- 3.2.9. Individuals playing doubles tennis are to limit their playing time from the time to two (2) hours while others are waiting.
- 3.2.10. Lights are to be turned-off after court use.
- 3.2.11. The Owners Association and/or the Community Manager reserves the right to close any of the facilities for maintenance or for special Community functions, tournaments or events.

### 3.3. **Swimming Pools**

- 3.3.1. Running, jumping or pushing is not allowed anywhere within the pool areas.
- 3.3.2. No diving or acrobatics is permitted by or in the pool.
- 3.3.3. No activities are to be undertaken that would affect the peaceful use of the facilities by other residents including excessive noise.
- 3.3.4. Children under the age of fourteen (14) years must be under the supervision of an adult at all times.
- 3.3.5. In the interest of hygiene, all persons are required to shower prior to using the pool or Jacuzzi.
- 3.3.6. All rules and regulations posted at the pools by the Owners Association and/or the Community Manager must be adhered to.

- 3.3.7. The decision of the lifeguard and/or pool supervisor regarding pool safety and what is disturbing to other Residents is final.

**3.4. Service Plant, Filtration and Telephone Rooms/Structures**

The service plant, filtration, telephone rooms and all such other utilities contained within the Master Community and buildings are strictly out of bounds to unauthorised persons.

**4. VEHICLES & PARKING RESTRICTIONS**

All Owners and Residents are required to adhere to the following Rules regarding street traffic and parking. Any violation of the parking policies listed below may result in the immediate towing of the vehicle at the vehicle owner's expense.

**4.1. Access control**

- 4.1.1. Only bona fide Owners, Residents and their families, domestic employees and guests are allowed into the Community. 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.
- 4.1.2. Service providers, building contractors and handymen are permitted to enter into the community only with approved entry permits and documents issued by the Community Manager.

**4.2. Parking**

- 4.2.1. Residents and their guests must use their car ports (garages) as the primary location for parking their vehicles. Car ports shall not be used for storage of any goods and/or materials therein, nor shall any portion of the car port 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.
- 4.2.2. If necessary, vehicles may be temporarily parked for a maximum of four (4) hours on the curb side of the street but shall not block access to neighbour's residence. Violators will be cited, fined, clamped, or have their vehicles towed away at the vehicle owner's expense.
- 4.2.3. Parking on the pavements or gardens or any lawn area is strictly prohibited. Violating vehicles will be towed away at the vehicle owner's expense.
- 4.2.4. 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 Community Manager.
- 4.2.5. Oversized vehicles may not be parked on a street with the exception of delivery and removal vehicles while performing services for Residents. An oversized vehicle is deemed to be any vehicle that does not fit into a residential unit's carport or driveway.
- 4.2.6. No dune buggy, water craft, water craft trailer, truck, recreational vehicle, mobile home, 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 Common Areas, unless for a temporary period and upon express approval from the Community Manager.
- 4.2.7. No inoperative vehicles may be parked so that they will be visible from a neighbouring property or from streets or access roads.

- 4.2.8. No motor vehicle or trailer of any type shall be constructed, reconstructed or repaired in the Master Community in such a manner as to be visible from a neighbouring property.
  - 4.2.9. Owners and Residents are responsible to see that their guests and families and employees obey these parking Rules.
  - 4.2.10. Vehicles are not to be parked in a handicapped parking space without a handicap placard or similar authorization.
  - 4.2.11. Vehicles are not to be parked in a manner which interferes with any entrance to or exit from either the Community or any residence therein.
  - 4.2.12. Street parking spaces and any unassigned parking spaces are not reserved by any particular Unit.
  - 4.2.13. No dismantled or wrecked vehicle or equipment shall be parked, stored or deposited within the Community.
  - 4.2.14. No trailer, truck, boat or recreational vehicle shall be used as a living area within the Community.
  - 4.2.15. Violations to parking rules will be reported to the Local Authorities, at the discretion of the Community Manager.
- 4.3. Road Usage and Road Safety**
- 4.3.1. The maximum speed limit on the Community streets is 40 kilometres per hour on main roads and 25 kilometres per hour on neighbourhood roads. However, in all instances, the posted speed limit signs will apply.
  - 4.3.2. No motorised vehicle of any kind may be operated in any manner which is dangerous, noisy or which creates a nuisance. Any violation of the speed limit or driving considered to be dangerous by the Management shall be deemed to be a serious violation of the Rules and shall be dealt with accordingly.
  - 4.3.3. The operation of dirt bikes, trail bikes, sand buggies, off-road vehicles, and non-licensed motorised vehicles is not permitted anywhere in the Master Community.
  - 4.3.4. Vehicles that drip fluids or that damage the streets are to be removed or repaired. The Owner will be responsible for the clean-up and/or repair or the reimbursement to the Owners Association for the clean-up and/or repair.
  - 4.3.5. Car stickers and/or access cards provided at the time of handover of property may only be used by Owners and their Tenants and promptly returned once the Owner or Tenant transfers/ vacates the property.
  - 4.3.6. Pedestrians always have the right-of-way on walkways and footpaths.
  - 4.3.7. No parts of the streets, walkways and footpaths shall be used for the storage of personal items or material.
- 4.4. Commercial Vehicles**
- Commercial vehicles may not be visibly parked or stored within the Master Community except temporarily for a maximum of four (4) hours while providing a delivery or service to the Management or to a Resident.
- 4.5. Emergency or Temporary Maintenance and Construction Vehicles**
- 4.5.1. The provisions of these rules shall not prevent any reasonable emergency vehicle repairs or operation of any emergency vehicle, ambulance, etc., within the Master Community.

- 4.5.2. The provisions of these rules shall also not prevent the reasonable operation or temporary use of construction trailers, vans, or other trucks, machinery/equipment, construction shelters or facilities maintained during and used exclusively in connection with the construction of any improvement approved in writing by the Management.
- 4.5.3. Major repairs shall not be conducted to any vehicle of any kind in car ports or in Common Areas except for emergency repairs to the extent necessary to enable the vehicle to be moved to a proper repair facility.
- 4.5.4. Changing vehicle oil or other automotive fluid is prohibited in the Common Areas.

## **5. MAINTENANCE AND AESTHETICS**

### **5.1. Yards and Landscaping**

- 5.1.1. 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, maintained and to dispose their garden waste properly, and to keep his/her Lot free of debris and maintained in such a manner as to enhance its appearance. This responsibility applies until the date upon which the Owner sells the property and such sale is registered and title deed transferred to the new Owner.
- 5.1.2. The Board and Community Manager at their sole discretion shall determine an acceptable condition of maintenance.
- 5.1.3. Major landscape improvements may not be implemented without the prior approval of the Board and Community Manager. Failure to obtain prior approval could result in removal, at the Owner's or Resident's cost, of the unapproved improvements. Improvements shall be deemed to include irrigation systems, sheds, pergolas, swimming pools, shade structures, fences, gates etc., whether temporary or permanent.
- 5.1.4. Residents are not permitted to remove any trees that would be detrimental to the overall appearance of the property from either the front or rear garden, irrespective of whether the Owners, Resident or the Owners Association was responsible for the original planting. Permission to remove such plantings must have the express agreement of the Owners Association.
- 5.1.5. Owners and Residents are not permitted to sink water wells/bore wells, reverse osmosis or desalination plants anywhere on the property.
- 5.1.6. Dewatering of private swimming pools into the sewer network is strictly prohibited and will be enforced by Notice of Violation and severe penalties, including those determined by Dubai Municipality.
- 5.1.7. Discharge of wastewater or dumping of rubbish onto adjacent plots or directly into the lake is strictly prohibited.

### **5.2. Pest Control**

- 5.2.1. Each Unit should be routinely controlled for pests prior to the occupancy of the property by the Resident. This shall include the regular cleaning of any water feature (fountain, pond, etc.) to ensure that mosquitoes or other pests do not breed in the water feature.
- 5.2.2. Owners and Residents will be responsible, at their own expense, for any further pest control required within the boundaries (both internal and external) of their own property. Owners and Residents are, however, asked to inform the Community Manager of any pests other than ants, non-venomous spiders, bees and wasps found on their property.

- 5.2.3. The Owners Association will be responsible, on an on-going basis, for pest control of all the Common Areas of the Community.

## **6. HOME APPEARANCE**

### **6.1. Windows**

- 6.1.1. Windows are not to be covered by paper, paint, tinfoil, sheets, or similar items.
- 6.1.2. Window screens must be maintained in good condition. Damaged screens are to be repaired or replaced by the Resident.
- 6.1.3. The installation of safety screening at the windows or balconies must be of a translucent material and requires the approval of the Owners Association prior to installation.

### **6.2. Exterior Attachments**

- 6.2.1. Outside television, radio, satellite or similar types of antennae may only be located on the properties where they are not visible from the street, Common Areas and neighbouring Lots and balconies. The cabling for such antennas must be neatly channelled in appropriate conduit or ducting such that they are not visible from the Common Areas and neighbouring Lots and balconies.
- 6.2.2. Nothing may be attached to the exterior of the building or car port (where relevant) without the approval of the Owners Association. Such items may include awnings, pergolas, shade cloth, shade or protective sheeting, etc. Permission will only be granted for material of the same wooden material or paint shade as the exterior of the property.

### **6.3. Laundry**

Hanging of Laundry outside on clotheslines, balconies, or other apparatus visible to other Residents from the street or the ground level of a neighbouring Lot or the external common area is not permitted.

### **6.4. Holiday/Celebration Decorative Lighting**

- 6.4.1. Temporary holiday or festival lighting is permitted in individual Households during Eid and other festive and national holidays.
- 6.4.2. Flashing decorative lights, or lighting that creates glare visible from outside the property is not permitted. White colour string lights are preferred. Clarification on the appropriateness of decorative lighting will be determined by the Community Manager.
- 6.4.3. Permitted decorative lighting for holidays and celebrations may be installed and illuminated ten (10) days before the holiday or celebration and must be removed not later than ten (10) days after the holiday or celebration.
- 6.4.4. Lighting decorations causing complaints from neighbouring residents must be turned off or removed upon request.
- 6.4.5. No private parties/get-togethers are allowed in Common Areas without the explicit prior approval of the Community Manager.

### **6.5. Signage**

- 6.5.1. '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 Lot 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.

- 6.5.2. 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 above.
  - 6.5.3. No sign or advertising device of any character may be erected, maintained or displayed upon any portion of the Common Areas or in Common Areas in front of private property unless and until the same has been approved by the Owners Association and should be of standard approved size and of professional quality.
  - 6.5.4. No signs, including banners and flags are to be placed on balconies, roofs and windows.
  - 6.5.5. Any sign that does not adhere to the above standards will be removed from the site at the Resident's or Owner's expense in addition to the issuance of Notice of Violation.
- 6.6. **Patios and Balconies**
- 6.6.1. 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 Lot.
  - 6.6.2. Rugs, drapes, towels or other articles shall not be draped or hung on balcony railings, patio walls, from windows, or from clotheslines which are visible above the patio walls.
  - 6.6.3. No items on the balcony may extend higher than the balcony wall, including personal items, except the following: hanging or potted plants, patio tables, umbrellas, wind chimes and bird feeders. All of these must be kept in good condition and be aesthetically 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.
  - 6.6.4. 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.
  - 6.6.5. No pots or other items shall be placed on top of any wall or railing and each Owner/Resident shall take reasonable steps to capture water from potted plants placed on a balcony.
  - 6.6.6. No Owners or Resident shall make any improvements to a balcony, entry or patio or similar area unless and until the plans are approved in advance by the Owners Association.
- 6.7. **Home Improvement**
- 6.7.1. The Master Owners Association controls and regulates the construction of alterations or improvements within the Master Community. Accordingly, no Owner or Resident shall build, construct, erect or install any improvements on his/her Lot without complying with the Architectural Guidelines set forth in the Rules.

- 6.7.2. Except for the purposes of proper maintenance and repair, and except as otherwise permitted, no resident shall build, construct, erect, install or undertake any alteration or improvement without first submitting appropriate plans and specifications to the Management and obtaining the approval of the Owners Association.
- 6.7.3. Any approval for home improvement should have the No Objection Certificate (NOC) or approval documents displayed prominently at the site during the period of the construction or alteration work and kept on file to validate for future owners of the property that the alteration was approved by the Owners Association.

\* \* \* \* \*