

Marina Gate I - Residences Rules

1 General

1.1 Introduction

These Residences Rules are for the benefit of the Owners and the Occupiers and are designed to create an environment in which all Owners or Occupiers can maximise enjoyment of their homes and the Residences Common Areas. It is also the intent of these Rules to create a serene, attractive and safe environment to the families, children, neighbours, and Visitors. Adherence to these Residences Rules will maintain, preserve, enhance and protect the property values and assets of the Residences Principal Unit.

Violation of any of these Residences Rules will be uniformly enforced, with an enforcement notice and applicable violation penalty.

1.2 Definitions and Interpretation

These Residences Rules are subject to amendment by the Residences Owners Association and in the event of any changes in legislation between the provisions contained in these Residences Rules and the Declaration, the provisions contained in the Declaration shall prevail to the extent of such inconsistency. An Owner indemnifies, and keeps indemnified, the Residences Owners Association and all other Owners and Occupiers in the Residences Principal Unit against any loss suffered arising from or connected to the Owners' or Occupiers' works.

Except where the context otherwise requires, references in these Residences Rules to:

- (a) the "Residences Owners Association" includes a reference to the Residences Association Manager;
- (b) the "Owner" includes a reference to the "Occupier" or "Invitee" of that Unit; and
- (c) all other capitalised terms have the meanings defined in the Declaration.

In all other respects, except where the context otherwise requires, the rules of interpretation contained in the Declaration, of which these Residences Rules form part, apply to these Residences Rules.

2 General Restrictions

2.1 Damage to the Residences Common Areas

- (a) An Owner or Occupier shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Residences Common Areas without the prior written approval of the Residences Owners Association.
- (b) Any such locking or safety device, screen, other device or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, consistent with any guidelines established by the Residences Owners Association about such installations or, in the absence of guidelines, is in keeping with the appearance of the rest of the Residences Common Areas.
- (c) An Owner or Occupier must make good any damage, breakage or defect to the Residences Common Areas or any fixtures and fittings to any other Unit occasioned by want of care, misuse or abuse on the part of the Owner, or the Owner's employees, agents, contractors, subcontractors or Invitees.
- (d) An Owner or Occupier must give the Residences Owners Association prompt notice in writing of any defect or services to or fittings in need of repair in the Residences Common Areas and of any circumstances likely to be or cause any danger, risk or hazard to the Residences Common Areas or to any person in the Residences Common Areas.

2.2 Noise and Nuisance Activities

- (a) No nuisance 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 Master

Community including the Units which may be or may become an annoyance or nuisance to the neighbourhood or interfere with the quiet enjoyment by any Owner or Occupier.

- (b) Such nuisances shall 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 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.
- (c) Noise from garden equipment and power tools is only allowed between 8:00am and 5:00pm. These equipments shall not be used during Friday's and/or other public holidays. Any extensions or exceptions shall only apply upon written approval from the Residences Association Manager or during emergencies.
- (d) Owners or Occupiers shall take all reasonable steps to ensure that their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of Owners or Occupiers, or any other person lawfully using Residences Common Areas or areas within the Master Community.
- (e) An Owner when on the Residences Common Areas must be adequately clothed and must not use language or behave in a manner likely to cause offense or embarrassment to the other Owners or any person lawfully using the Residences Common Areas.

2.3 Privacy

- (a) No activities shall be carried out in the part of the Master Community that may unreasonably interfere with an Owner's or Occupier's right of privacy within their Units.
- (b) Owners or Occupiers are to avoid any attempt to look into any other Unit or to look into the windows of any other structures.
- (c) Owners or Occupiers 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 Architectural Code.

2.4 Abuse of Community Staff

Owners or Occupiers are to treat all staff members of the Building or the Master Developer in a cordial manner. Verbal and/or physical abuse will not be tolerated and will be treated as a serious violation of these Residences Rules. Complaints regarding the mistreatment of employees and/or vendors should be presented in writing to the Residences Association Manager.

2.5 Pets and Pet Management

- 2.5.1 No animals, including poultry, fowl, wild animals, camels, horses, cattle, sheep, goats, swine or any other type of animal not considered to be a household pet shall be brought into or kept within the Master Community or the Building, except that of dogs, domestic cats, birds, fish and reptiles may be kept as household pets, providing:
 - (a) written approval is first obtained from the Residences Owners Association;
 - (b) that they are not kept, bred, or raised for commercial purposes; and
 - (c) they are not kept in unreasonable quantities, which is to be determined by the Residences Owners Association.
- 2.5.2 Pets must be housed and cared for in a humane manner and in accordance with best international practices or local statutes on animal care.
- 2.5.3 No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance.
- 2.5.4 All dogs shall be kept on a leash within the Master Community when not within the boundary walls of the Unit. Owners should ensure that any person who handles a dog has the ability to effectively control the dog.
- 2.5.5 Any dog/pet faeces deposited upon any portion of the Master Community shall be promptly removed and properly disposed of in a sanitary manner by the dog/pet handler or their carer/representative. Dog/pet handlers are deemed to include the Owners' or Occupiers'

domestic employees that exercise the pet. Non-compliance to these Residences Rules may result in Enforcement Notice been issued to the defaulter.

- 2.5.6 All pets must wear appropriate identification at all times when outdoors and shall be registered with the Relevant Authority.
- 2.5.7 Pet owners are liable to all other Owners, Occupiers, their families, and Invitees for the actions of any animal brought or kept in the Master Community by the other Owners or Occupiers.
- 2.5.8 Upon written request of any Owner or Occupier, the Residences Association Manager shall conclusively determine in accordance with these Residences 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 Residences Association Manager in such matters is final, conclusive and shall be enforced as other restrictions contained herein including appropriate legal matters.
- 2.5.9 Pet food of any kind should not be left on any portion of the Residences Common Areas, or near any structures, including front porches, decks, and/or Balconies.
- 2.5.10 Owners or Occupiers may contact the Relevant Authority if there is a serious incident involving a pet within the Building. This includes losing pets abandoned pets, inhumane treatment of a pet, disturbance by neighbour's pet within the Building and being attacked by a pet.
- 2.5.11 Pets shall not be kept on the Balconies.

2.6 Hazardous Activities

- 2.6.1 The trapping and discharge of firearms and the use of toy guns and air guns ("bibi guns") which can inflict damage on persons or property are expressly prohibited within the Master Community.
- 2.6.2 No open fires shall be lit or permitted within the Master Community, except in a contained barbeque unit while attended and in use for cooking purposes, only in the designated Residences Common Areas or in accordance with clause 17.3.5 of the Declaration.
- 2.6.3 Activities or conditions which endanger the health and/or safety of others are prohibited.
- 2.6.4 Owners or Occupiers shall not bring onto, or do anything within their Unit, which shall increase the rate of fire insurance for the Residences Owners Association, or which may conflict with Applicable Laws relating to fires or any insurance policy held over the Residences Owners Association or the regulations of any Relevant Authority. This includes storage and use of barbeque units within the Unit and/or the Balcony.
 - (a) An Owner must not do anything in its Unit, the Residences Common Areas or the Building that is likely to create a hazard or danger to any other Owner or any person lawfully using the Residences Common Areas or the Building. An Owner must not without the prior written consent of the Residences Owners Association, use or store in the Unit or on the Residences Common Areas any inflammable chemical, liquid or gas or other inflammable material. This rule does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
 - (b) An Owner must not leave glass containers in the Residences Common Areas.
 - (c) An Owner must not leave any cooking appliance unattended when in use and must only use cooking appliances in the designated kitchen areas.

2.7 No Smoking

Smoking is not permitted in the Residences Common Areas except in such areas designated as 'Smoking' areas, if any, as determined by the Residences Owners Association or the Relevant Authority from time to time.

2.8 Preservation of Fire Safety

An Owner must not do anything in its Unit, the Residences Common Areas or the Building that is likely to affect the operation of fire safety devices in the Residences Principal Unit or the Building, or to reduce the level of fire safety in the Units, the Residences Common Areas or the Building.

2.9 Dumping and Trash Management

- 2.9.1 Dumping of ashes, trash, rubbish, sawdust, garbage, landfill, solid waste, cigarette butts, or any other type of refuse or other unsightly or offensive materials is expressly prohibited within the Master Community.
- 2.9.2 Owners or Occupiers are responsible, at their cost, for the removal of all such material from the Master Community and the Building, other than household waste.
- 2.9.3 Owners or Occupiers are to ensure all household waste is placed in the appropriate receptacle provided for in designated locations in the Building or the Master Community.
- 2.9.4 Owners or Occupiers must make separate arrangements, at their own cost, for the disposal of large and/or heavy items, including, but not limited to unwanted furniture and garden waste.
- 2.9.5 Owners are to assist in keeping such areas clean and dry by securing garbage bags prior to placing in the receptacle and being mindful of hygiene, health and comfort of all Owners or Occupiers.
- 2.9.6 Owners or Occupiers shall regularly remove all weeds if applicable, rubbish, debris, refuse containers, woodpiles, storage boxes, tools and unsightly objects or materials of any kind from their Unit and shall not allow such items to accumulate upon the Unit.
- 2.9.7 No incinerator shall be kept or maintained on any Unit.
- 2.9.8 Owners or Occupiers may be issued an Enforcement Notice by the Residences Association Manager for any violation to the Residences Rules. A Violation Penalty may be levied on the offending party.
- 2.9.9 Owners or Occupiers must comply with all requirements of the Relevant Authority relating to the disposal of garbage and recycling.
- 2.9.10 The Residences Rules do not require an Owner to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene with the Applicable Laws.
- 2.9.11 If an Owner fails to remove any garbage, recyclable material or waste strictly in compliance with the Residences Rules, the Residences Owners Association shall be entitled to enter its Unit and remove the garbage, recyclable material or waste at the Owner's sole cost and expense.

2.10 Littering and Vandalism

- 2.10.1 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 Occupiers of his Unit. All incidents of serious vandalism will be reported to Dubai Police for their further action.
- 2.10.2 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 Service Charges.

2.11 Use Instructions

- 2.11.1 An Owner must ensure that its Unit is used strictly for its Permitted Use as specified in the Declaration.
- 2.11.2 An Owner must not use its Unit or the Residences Common Areas for any illegal or immoral act nor for any use that may harm the reputation of the Building or any other Owner.
- 2.11.3 An Owner must not conduct in or upon any part of the Building including the Unit, any auction, clearance or liquidation sale without the prior written consent of the Residences Owners Association and without procuring the necessary permit from the Relevant Authority.
- 2.11.4 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 Occupiers and their direct family members, guests and domestic employees may occupy a residence within the Residences Principal Unit.
- 2.11.5 Companies shall not accommodate bachelor employees in the Residences Principal Unit, if the premises are being shared with other bachelors.
- 2.11.6 No business or commercial activity to which the general public is invited shall be conducted within any Unit without written permission from the Residences Owners Association.

- 2.11.7 All leases shall be accompanied by a signed undertaking of the Occupier stating that these Residences Rules shall be strictly adhered to. However, in all cases, the Owner or Occupier shall be liable to the Residences Owners Association.
- 2.11.8 No short-term letting or letting to other than single families shall be permitted. For the purposes of these Residences Rules, short-term letting is defined as leases that are less than six (6) months in validity.
- 2.11.9 No partitioning of the Unit for the purposes of letting out individual rooms will be permitted.
- 2.11.10 The Owner is responsible for ensuring that all occupants comply with all the requirements of these Residences Rules.
- 2.11.11 No Owner or Occupier shall engage in any activity upon the Unit that is in violation of any Applicable Laws of Dubai or of United Arab Emirates.
- 2.11.12 Owners shall strictly adhere to the terms of easements and restrictions benefiting or burdening the Unit.
- 2.11.13 Owners shall carry property insurance for the full replacement cost of all insurable improvements and contents in his Unit. Owners agree that in the event of damage to or destruction of structure on or comprising his 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 Residences Owners Association. Owners shall pay all costs which are not covered by insurance proceeds.

2.12 Household Staff

- 2.12.1 Household staff, including (but not limited to) housemaids, drivers, cooks, and gardeners should hold a valid UAE residence visa issued by the Dubai Immigration Department.
- 2.12.2 Owners and Occupiers are fully responsible if they are found accommodating household staff not directly sponsored by them. Owners and Occupiers are liable for criminal prosecution by the appropriate authorities as per the dictates of the law.
- 2.12.3 Household staff, including (but not limited to) housemaids, drivers, cooks, and gardeners must use the service lifts within the Building, unless requested otherwise or accompanied by their sponsor, Owner, or Occupier of the Unit they reside in.
- 2.12.4 Household staff, including (but not limited to) housemaids, drivers, cooks, and gardeners must not use the Shared Podium Leisure Facilities unless accompanied by their Sponsor, or unless permission has been granted by the Residences Owners Association on behalf of the Owner.

2.13 Contractors and Workmen

- 2.13.1 Owners or Occupiers are not to directly instruct any contractors or workmen employed by the Residences Owners Association unless so authorised to do so. Instructions to contractors or workmen are to be given by the Residences Association Manager.
- 2.13.2 Owners or Occupiers shall, upon receiving reasonable notice from the Residences Association Manager, on behalf of the Residences Owners Association, allow contractors, sub-contractors, workmen, or any other person authorised, the right of access to a Unit for the purpose of carrying out works or effecting repairs.

3 Use Of Facilities and Access Regulations

3.1 Recreation Areas, Residences Common Areas, Landscaped Areas and Shared Podium Leisure Facilities

- 3.1.1 The Residences Common Areas and Shared Podium Leisure Facilities are to be solely used by the Owners or Occupiers, their direct family members, and guests. Owners or Occupiers shall limit the number of guests using the facilities to ensure that access for other Occupiers is maintained at all times. The Residences Association Manager reserves the right to assess whether the number of guests accompanying the Occupier is indeed reasonable or not.
- 3.1.2 All persons using the Shared Podium Leisure Facilities do so at their own risk and must adhere to these Residences Rules and the regulations posted in various locations throughout the interior and exterior of the Shared Podium Leisure Facilities. Specifically, pedestrians shall have right of way on footpaths on Residences Common Areas. Joggers, cyclists, roller-bladders or persons using any other recreational means shall give way to pedestrians on the footpath. Bicycles are not permitted in the entrance lobbies, corridors, lifts or fire evacuation stair wells.

- 3.1.3 Failure to comply with these Residences Rules may result in the Owner or Occupier being prohibited from using the Shared Podium Leisure Facilities. Severe violations may result in the Owner or Occupier being permanently prohibited from using the facilities along with applicable Enforcement Notices or Violation Penalties.
- 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 Owners or Occupiers wishing to hold private functions in Residences Common Areas must obtain prior permission of the Residences Owners Association and shall limit the number of Visitors to no more than eight (8) persons, in order to ensure that access for other Occupiers is maintained, unless prior permission for a larger number has been obtained from the Residences Association Manager. The Residences Owners Association may require the payment of a deposit and the Occupier will be responsible for strictly adhering to hours of operation of the Shared Podium Leisure Facilities, and for any damage or cleaning costs arising from the function.
- 3.1.6 Any damage to property, amenities, the Shared Podium Leisure Facilities, or the Residences Common Areas in any portion 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 an Occupier or guest. Any serious damages that may result in subsequent death or injury of users will be promptly reported to the Relevant Authority.
- 3.1.7 Pets are strictly prohibited in swimming pools, sports areas, children play areas. Pets must be on leash when in the Residences Common Areas.
- 3.1.8 Owners or Occupiers may not hold or allow a public auction on or near the Residences Common Areas without written permission from the Residences Association Manager on behalf of the Residences Owners Association.

3.2 **Swimming Pools**

- 3.2.1 The swimming pool must not be used when pool supervisor or lifeguard is not available or not on duty.
- 3.2.2 Occupiers, Owners, or Visitors are not to use the swimming pools without the Owner or Occupier accompanying them. An Owner may only bring a maximum of three (3) Visitors into the facility at any one time.
- 3.2.3 Running, jumping or pushing is not allowed anywhere within the pool areas.
- 3.2.4 No diving or acrobatics is permitted by or in the pool.
- 3.2.5 No activities are to be undertaken that would affect the peaceful use of the Shared Podium Leisure Facilities by other Occupiers including excessive noise.
- 3.2.6 Children under the age of fourteen (14) years must be under the supervision of an adult at all times.
- 3.2.7 In the interest of hygiene, all persons are required to shower prior to using the pool
- 3.2.8 Only modest and suitable swimming attire is to be worn in pool areas.
- 3.2.9 Infants and toddlers are prohibited to wear cloth or disposable diapers in the pool. Suitable infant swimming attire must be worn, namely specially designed waterproof diapers or pants.
- 3.2.10 The rules and regulations posted at the pools by the Residences Association Manager must be adhered to.
- 3.2.11 Alcoholic beverages are not to be taken into or consumed in the swimming pool area.
- 3.2.12 The decision of the lifeguard and/or pool supervisor regarding pool safety and what is disturbing to other Occupiers is final.
- 3.2.13 The swimming pool is only to be used between the hours as specified on pool signage. The Residences Owners Association reserves the right to change the pool hours as they see fit.
- 3.2.14 Owners and Visitors must be appropriately dressed when using the Shared Podium Leisure Facilities in consideration of other Owners and for hygiene and modesty reasons.
- 3.2.15 The Residences Owners Association reserves the right to exclude any person from using the Shared Podium Leisure Facilities should such person be in breach of these Residences Rules relating to the Shared Podium Leisure Facilities.

3.3 Gymnasium

- 3.3.1 An Owner may only bring in a maximum of two (2) Visitors into the gymnasium at any one time.
- 3.3.2 Use of the weight equipment is restricted to adults (aged sixteen (16) years or older) and youths aged thirteen (13) years to fifteen (15) years provided they are accompanied by an adult.
- 3.3.3 Weights must be lowered gently and not dropped on the ground.
- 3.3.4 Use of the cardiovascular equipment is restricted to twenty (20) minutes when others are waiting.
- 3.3.5 No food or beverages may be consumed in the gymnasium except for bottled water.
- 3.3.6 No equipment may be removed the gymnasium.
- 3.3.7 Personal trainers or coaches duly licensed and approved and registered with the Residences Owners Association may provide personal training services for a fee in the gymnasium. In approving any personal trainers, the Residences Owners Association may charge a fee for allowing a personal trainer or coach to use the gymnasium on a time basis. The Residences Owners Association will determine the number of personal trainers that will be approved from time to time and the approval of any personal trainer or coach shall be at its discretion and notified to the Owners accordingly.

3.4 Disclaimer

The Residences Owners Association shall not be responsible for any injuries, damage or loss sustained by any person when using the Shared Podium Leisure Facilities.

3.5 Service Plant, Filtration and Telephone Rooms/Structures

The service plant, filtration, telephone rooms and all such other utilities contained within the Building or the Residences Common Areas are strictly out of bounds to unauthorised persons.

4 Vehicles and Parking Restrictions

All Owners or Occupiers are required to adhere to the following Residences 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, Occupiers and Invitees are allowed into the Residences Principal Unit. Delivery personnel and taxi and school bus drivers shall be allowed into the Residences Principal Unit for the express purpose of delivering to or dropping off or picking up Occupiers.
- 4.1.2 Service providers, building contractors and handymen are permitted to enter into the Residences Principal Unit only with approved entry permits and documents issued by the Residences Association Manager on behalf of the Residences Owners Association.
- 4.1.3 Owners or Occupiers shall not, without the prior approval of the Residences Association Manager, duplicate a key or access control and shall take all reasonable precautions to ensure that the key or access control is not lost or handed to another Owner within the Residences Owners Association.
- 4.1.4 Owners or Occupiers should notify the Residences Association Manager immediately if a key or access control is destroyed or lost.

4.2 Parking

- 4.2.1 An Owner may only use its Residences Car Parking Space under the following conditions:
 - (a) The Owner shall not construct any structure in the Residences Car Parking Space, without the consent of the Residences Owners Association;
 - (b) The Owner is responsible for keeping the Residences Car Parking Space in a clean and tidy condition and, failing that, the Residences Owners Association may do so at the Owner's expense;
 - (c) The Owner acknowledges that services for the Building may run through, above and across the Residences Car Parking Spaces and Owners must allow the Residences

Association Manager or any service contractors appointed by the Residences Owners Association access to the Residences Car Parking Spaces for the purpose of maintaining, repairing, or replacing the services.

- 4.2.2 Owners, Occupiers and Invitees must use their Residences Car Parking Space as the primary location for parking their vehicles. Residences Car Parking Space shall not be used for storage of any goods and/or materials therein, nor use any portion of the Residences Car Parking Space for a workshop or other use if such storage or use would prevent the homeowner from parking the required number of vehicles that the Residences Car Parking Space was intended.
- 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 or use on the public roads – shall be allowed on any access way within the Building, unless approved in advance by the Residences Association Manager.
- 4.2.5 Oversized vehicles may not be within any Residential Space that would impede any other Owners ability to use their Residences Car Parking Space or within the Residences Common Areas with the exception of delivery and removal vehicles while performing services for Occupiers. An oversized vehicle is deemed to be any vehicle that does not fit wholly within a Residences Car Parking Space.
- 4.2.6 No dune buggy, water craft, water craft trailer, truck, recreational vehicle, mobile home, motor home, caravan, or camper shell which is detached from a vehicle shall be parked within the Building, unless for a temporary period and upon express approval from the Residences Association Manager.
- 4.2.7 No inoperative vehicles may be parked within the Building.
- 4.2.8 No motor vehicle or trailer of any type shall be constructed, reconstructed or repaired in the Building except in the case of an emergency to enable the vehicle to be moved.
- 4.2.9 Owners or Occupiers are responsible to ensure that their Invitees obey these parking Residences 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 Residences Principal Unit or any Unit.
- 4.2.12 Street parking and any unassigned parking spaces not reserved by any particular Unit are available primarily for Visitors on a first come first serve basis.
- 4.2.13 No dismantled or wrecked vehicle or equipment shall be parked, stored or deposited within the Building.
- 4.2.14 No trailer, truck, boat or recreational vehicle shall be used as a living area within the Building.
- 4.2.15 Violations to parking rules will be reported to the Local Authorities, at the discretion of the Residences Association Manager.

4.3 **Car Park Access Devices**

- 4.3.1 One Car Park access device shall be issued to each Owner for each Residences Car Parking Space free of charge. Replacement access devices will be available from the Residences Association Manager upon application and subject to a specified fee which may be fixed by the Residences Association Manager from time to time.
- 4.3.2 Only a vehicle with a valid access device will be granted access to the Car Park.
- 4.3.3 The procedure for application for a Car Park access device will be determined by the Residences Association Manager from time to time at its discretion and notified to Owners.

4.4 **Deliveries and Removals**

(a) Loading Bay

- (i) An Owner must follow the directions of the Residences Association Manager with respect to the use of the Loading Bay and must use the Loading Bay solely for the delivery or removal of furniture and large items.

- (ii) An Owner must not park or leave any vehicle unattended in the Loading Bay at any time or leave any items within the Loading Bay that may obstruct its use by other Owners.
- (b) Movement of Goods
 - (i) An Owner must not without the prior written consent of the Residences Owners Association or the Residences Association Manager use any passenger lifts or escalators in the Residences Principal Unit for the transportation of its furniture.
 - (ii) An Owner shall be responsible for any damages to the Residences Principal Unit and equipment caused by the transportation of its furniture or other effects.
 - (iii) An Owner must ensure that all deliveries and removals (and workmen) use only designated lifts and staircases so as not to inconvenience other Owners.
 - (iv) The Owner must ensure that adequate measures are taken to protect the Residences Common Areas during any bulk deliveries or removal work.
 - (v) An Owner must ensure that packing and crating materials must be removed and disposed of in an appropriate manner on the same day that they are brought in.
- (c) Timings

Bulk deliveries and removals should be carried out during the following hours:

Sundays – Thursdays	9.00 am - 5.00 pm
Fridays, Saturdays and public holidays	9.00 am - 1.00 pm
- (d) Permission Required

An Owner must obtain permission from the Residences Association Manager at least forty eight (48) hours in advance for bulk deliveries and removals and must ensure that such deliveries and removals are booked in with the Residences Association Manager. The Owner acknowledges that the Residences Association Manager may deny entry for bulk deliveries and removals if this provision is breached.

4.5 **Liability**

- 4.5.1 The Residences Owners Association shall not be responsible for any loss, damages or claims arising from use of the Car Park.
- 4.5.2 All and any charges incurred by the Residences Owners Association for breach of these Residences Rules by an Owner in relation to the Car Park shall be charged to the Owner.
- 4.5.3 An Owner shall park any vehicle in the Car Park at its own risk and the Residences Owners Association shall not be liable for any theft, damage or other misdemeanour caused to vehicles or contents of a vehicle.
- 4.5.4 An Owner shall be responsible for obtaining and maintaining the appropriate form of insurance for any motor vehicle and the contents of such motor vehicle parked in the Car Park.

4.6 **Storage of Items**

A Residences Car Parking Space may not be used for recreation, storage or repair works by an Owner without the prior written consent of the Residences Owners Association.

4.7 **Speed Limit**

An Owner shall not exceed the speed limit of **5 km/h** in the Car Park.

4.8 **Washing of Vehicles**

An Owner shall not wash a vehicle in the Car Park except in any area designated by the Residences Owners Association as a car washing bay.

4.9 **Additional Car Park Rules**

- 4.9.1 An Owner must not sound a car horn in the Car Park or vicinity of the Residences Principal Unit except in case of emergency.

- 4.9.2 An Owner must not drop any litter in the Car Park and must clear up any spillage of oil or any other substance emitting from its vehicle in the Car Park at its own cost. If an Owner fails to clear up any spillage within twenty four (24) hours of the spill occurring or in the case of emergency, the Residences Owners Association may arrange for the spillage to be cleared and recover the cost of doing so from the responsible Owner.
- 4.9.3 An Owner shall not park any vehicle in the Car Park including, but not limited to, motorcycles, scooters, electrically powered mobility devices, trucks, caravans, motor homes or trailers unless such vehicle wholly fits within the Owner's designated Residential Car Parking space.
- 4.10 **Road Usage and Road Safety**
- 4.10.1 The maximum speed limit is **25 km/h** per hour on neighbourhood roads, however, in all instances, the posted speed limit signs will apply.
- 4.10.2 No motorized 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 Residences Association Manager shall be deemed to be a serious violation of these Residences Rules and shall be dealt with accordingly.
- 4.10.3 The operation of dirt bikes, trail bikes, sand buggies, off-road vehicles, and non-licensed motorized vehicles is not permitted anywhere in the Building.
- 4.10.4 Vehicles that drip fluids or that damage the streets are to be removed or repaired. The Owner will be responsible for the cleanup and/or repair or the reimbursement to the Residences Owners Association for the cleanup and/or repair.
- 4.10.5 Car stickers and/or access cards provided at the time of handover of the Unit may only be used by Owners and the Occupiers and promptly returned once the Owner or Occupier transfers/ vacates the Unit.
- 4.10.6 Pedestrians always have the right-of-way on walkways and footpaths.
- 4.10.7 No parts of the streets, walkways and footpaths shall be used for the storage of personal items or material.
- 4.11 **Commercial Vehicles**
- Commercial vehicles may not be visibly parked or stored within the Residences Principal Unit except temporarily for a maximum of four (4) hours while providing a delivery or service to the Residences Owners Association, Residences Association Manager or to an Occupier.
- 4.12 **Emergency or Temporary Maintenance and Construction Vehicles**
- 4.12.1 The provisions of these Residences Rules shall not prevent any reasonable emergency vehicle repairs or operation of any emergency vehicle, ambulance, etc, within the Master Community.
- 4.12.2 The provisions of these Residences 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 Residences Association Manager on behalf of the Residences Owners Association.
- 4.12.3 Major repairs shall not be conducted to any vehicle of any kind in carports or in Residences Common Areas except for emergency repairs to the extent necessary to enable the vehicle to be moved to a proper repair facility.
- 4.12.4 Changing vehicle oil or other automotive fluid is prohibited in the Residences Common Areas.
- 4.12.5 No vehicle in excess of two (2) tons in weight is permitted to drive into or onto the Residences Principal Unit, other than those vehicles necessary to complete the construction on the land.
- 5 **Maintenance and Aesthetics**
- 5.1 **Garden Areas and Landscaping**
- 5.1.1 Owners or Occupiers are not permitted to ring bark, cut down, remove, lop, poison, injure, or wilfully destroy the whole or any part of any tree or shrub located on the Residences Common Areas without first making written application to and gaining written approval from the Residences Owners Association.
- 5.1.2 Owners or Occupiers shall not plant any additional trees and shrubs on a Unit or Residences Common Areas without prior written permission from the Residences Owners Association.

5.1.3 Owners or Occupiers shall not, except with the approval in writing from the Residences Association Manager on behalf of the Residences Owners Association, use for their own purposes as a garden, any portion of the Residences Common Areas.

5.1.4 Discharge of wastewater or dumping of rubbish into adjacent Units or directly into the water bodies 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 Owner or Occupier. This shall include the regular cleaning of any water feature (fountain, pond, etc) to ensure that mosquito or other pestilence does not breed in the water feature.

5.2.2 Owners or Occupiers will be responsible, at their own expense, for any further pest control required within the boundaries (both internal and external) of their own Unit. Owners or Occupiers are, however, asked to inform the Residences Association Manager of any pests other than ants, non-poisonous spiders, bees and wasps found on their Unit.

5.2.3 The Residences Owners Association is responsible, on an on-going basis, for pest control of all their designated Residences Common Areas.

6 Home Appearance

6.1 Maintenance of Unit

6.1.1 An Owner or Occupier shall maintain, repair and keep the whole of its Unit in good and substantial repair, working order and condition (including all doors, windows, machinery, plant, equipment, fixtures and fittings which may be installed in the Unit) to a standard equivalent to or greater than the standard of the Residences Common Areas at all times.

6.1.2 An Owner or an Occupier must, without affecting the generality of above, at the Owner's expense:

- (a) cause its Unit to be cleaned in a proper and workmanlike manner and to be kept clean and free from dirt and rubbish;
- (b) keep clean and maintain in good order, repair and condition all fittings, plant, furnishings and equipment in its Unit and in particular shall have a maintenance contract for the quarterly service of the air conditioning units by any other third party contractor approved by the Residential Owners' Association (in which case a copy of the contract must be submitted to the Residential Owners' Association);
- (c) not use or permit to be used the lavatories, sinks and drainage and other plumbing facilities in its Unit or the Residences Common Areas for any purpose other than those for which they were constructed or provided and not deposit or permit to be deposited in such facilities any sweepings, rubbish or other matter. Any damage caused to such facilities by the misuse of the Owner shall be made good immediately by the Owner upon notification of the same.
- (d) not place any item in the Residences Common Areas including door mats or attach any decorative items or religious symbol to any external door or window or otherwise within the Unit that may be visible from the Residences Common Areas or any other Unit.

6.1.3 An Owner must not, without the prior written consent of the Residences Owners Association, maintain within its Unit (or on any Balcony or Terrace Area) any item or furnishing that is visible from the Residences Common Areas or outside the Residences Principal Unit that, when viewed from the Residences Common Areas or outside the Residences Principal Unit, is not in keeping with the rest of the Building.

6.1.4 An Owner must not undertake any Building Works to its Unit without the prior written consent of the Residences Owners Association in accordance with the Architectural Code.

6.2 Floor Coverings

6.2.1 An Owner of a Unit must ensure that all floor space within the Unit is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Unit.

6.2.2 An Owner must obtain the prior written consent of the Residences Owners Association prior to altering or replacing the floor coverings or surfaces of its Unit unless such replacement is equivalent to the existing floor coverings or surfaces in the Unit.

6.3 Security

- 6.3.1 An Owner must use all reasonable endeavours to keep its Unit secure from theft or robbery at all times including, without limitation, ensuring that all doors, windows and openings are closed and securely locked when the Unit is not occupied. An Owner expressly authorises the Residences Owners Association and the Residences Association Manager to enter and secure its Unit at the Owners or Occupiers' cost if the Unit is left unsecured and unoccupied.
- 6.3.2 An Owner must strictly comply with all rules and directions of the Residences Owners Association with respect to any security procedures implemented from time to time by the Residences Owners Association.

6.4 Windows

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

6.5 Exterior Attachments

- 6.5.1 Outside television, radio, satellite or similar types of antennae may not be installed, without the approval of the Residences Association Manager on behalf of the Residences Owners Association. If approval granted, care must be taken to ensure they are not visible from the street, Residences Common Areas and neighbouring Units and Balconies. The cabling for such antennas must be neatly channelled in appropriate conduit or ducting such that they are not visible from the Residences Common Areas and neighbouring Units and Balconies.
- 6.5.2 Nothing may be attached to the exterior of the Unit or Residences Common Areas without the approval of the Residences Association Manager on behalf of the Residences 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. The Residences Owners Association must abide by the Architectural Code.
- 6.5.3 An Owner or Occupier must not construct or permit the construction or erection of a fence, screen or other structure or outbuildings of any kind or upon a Unit or any part of the Residences Principal Unit.

6.6 Laundry

Hanging of Laundry outside on clotheslines, Balconies, Terrace Areas or other apparatus visible to other Owners from the street or the ground level of a neighbouring Unit or the Residences Common Areas is not permitted.

6.7 Holiday/Celebration Decorative Lighting

- 6.7.1 Temporary holiday or festival lighting is permitted in individual units during Eid and other festive and national holidays.
- 6.7.2 Flashing decorative lights or lighting that creates glare visible from outside the property are not permitted. White colour string lights are preferred. Clarification on the appropriateness of decorative lighting will be determined by the Residences Association Manager.
- 6.7.3 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.
- 6.7.4 Lighting decorations causing complaints from neighbouring Owners must be turned off or removed upon request.
- 6.7.5 No private parties or get together are allowed in the Residences Common Areas without the prior written approval of the Residences Association Manager on behalf of the Residences Owners Association.

6.8 Signage

- 6.8.1 No signs, including banners, advertising devices and flags are to be placed on Balconies, Terrace Areas, roofs and windows, including but are not limited to 'For Sale', 'Lease', or 'Rent'

signs, without the prior written approval from the Residences Association Manager on behalf of the Residences Owners Association.

- 6.8.2 Display of commercial signage is not at any time, permitted without written consent of the Residences Owners Association.

6.9 Terrace Areas and Balconies

- 6.9.1 Terrace Areas and Balconies 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, and/or other equipment, bicycles, or any children's tricycles, wagons, strollers, skate boards, scooters, slides and playhouses so as to be visible to other Owners or Occupiers from the street or the ground level of a neighbouring Unit.
- 6.9.2 Rugs, drapes, towels or other articles shall not be draped or hung on Balcony or Terrace Area railings, patio walls, from windows, or from clotheslines which are visible above the courtyard walls.
- 6.9.3 No items on the Balcony or Terrace Area may extend higher than the Balcony or Terrace Area 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 relevant Owner.
- 6.9.4 The storage of any combustible items such as charcoal lighter or other flammable items on the patios, Balconies, Terrace Areas, or hot water heater closets are strictly prohibited.
- 6.9.5 No pots or other items shall be placed on top of any Balcony or Terrace Area wall or railing and each Owner and Occupier shall take reasonable steps to capture water from potted plants placed on the Balcony.
- 6.9.6 No Owner or Occupier shall make any improvements to a Balcony or Terrace Area, entry or courtyard or similar area unless and until the plans are approved in advance by the Residences Owners Association.

6.10 Home Improvement

- 6.10.1 The Residences Owners Association controls and regulates the construction of alterations or improvements within the Residences Principal Unit. Accordingly, no Owner or Occupier shall build, construct, erect or install any improvements on his Unit without complying with the Architectural Code or any governing documents and attaining written consent of the Residences Association Manager. No home improvements, construction, alterations or changes shall be carried out in the Residences Principal Unit without written consent from the Residences Owners Association or the Residences Association Manager.
- 6.10.2 Except for the purposes of proper maintenance and repair, and except as otherwise permitted, no Occupier 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 Residences Owners Association.
- 6.10.3 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 property that the alteration was approved by the Residences Owners Association.

7 Residences Common Areas

7.1 Obstruction of Residences Common Areas

- 7.1.1 An Owner must not obstruct the lawful use of the Residences Common Areas by any person except on a temporary and non-recurring basis without the prior written consent of the Residences Owners Association.
- 7.1.2 An Owner must not in any way cover or obstruct any lights, skylights, windows or other means of illumination of the Residences Common Areas.
- 7.1.3 If an Owner fails to comply with this **Rule 7**, the Residences Owners Association is entitled to remove any obstructing items and place them in the Owners Unit, store such items or dispose of the items at the Owner's sole cost and expense without notice to the Owner.

7.2 **Damage to Residences Common Areas**

- (a) An Owner must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Residences Common Areas without the prior written consent of the Residences Owners Association.
- (b) An approval given by the Residences Owners Association under **Rule 7.2(a)** cannot authorise any additions to the Residences Common Areas.
- (c) This **Rule 7.2** does not prevent an Owner or person authorised by an Owner from installing:
 - (i) any locking or other safety device approved by the Residences Owners Association for protection of the Unit against intruders or to improve safety within the Unit, or
 - (ii) any screen or other device approved by the Residences Owners Association to prevent entry of animals or insects to its Unit; or
 - (iii) any device used to affix decorative items to the internal surfaces of walls in the Unit that are not visible from the Residences Common Areas or any other Unit.
- (d) Any item installed in accordance with this **Rule 7.2** must be installed in a competent and proper manner and must have an appearance consistent with any guidelines established by the Residences Owners Association about such installations or, in the absence of such guidelines, be in keeping with the appearance of the rest of the Residences Principal Unit.
- (e) An Owner must make good any damage, breakage or defect to the Residences Common Areas or any fixtures and fittings to any other Unit occasioned by want of care, misuse or abuse on the part of the Owner, or the Invitees.
- (f) An Owner must give the Residences Owners Association prompt notice in writing of any defect or services to or fittings in need of repair in the Residences Common Areas and of any circumstances likely to be or cause any danger, risk or hazard to the Residences Common Areas or any person.

7.3 **Damage to Lawns and Plants on the Residences Common Areas**

An Owner must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the Residences Common Areas, or
- (b) use for its own purposes as a garden any portion of the Residences Common Areas.

7.4 **Furniture and Equipment on the Residences Common Areas**

- 7.4.1 All furniture and equipment located on the Residences Common Areas has been provided for the safety, comfort and convenience of all Owners and must not be damaged or removed by an Owner without the permission of the Residences Owners Association.
- 7.4.2 An Owner shall be responsible to make good any damage or loss caused by an Owner or an Invitee.

7.5 **Children Playing on the Residences Common Areas**

An Owner must not permit any child of whom the Owner has control:

to play, or remain on the Residences Common Areas unless accompanied by an adult exercising effective control including the Car Park or other area of possible danger or hazard to children to use the walls or floors for ball games, skateboarding or cycling or to deface the walls or Residences Common Area.