

YAS ACRES COMMUNITY HANDBOOK

VERSION 1.0



ياس اكرز
YAS ACRES



TABLE OF CONTENTS

Introduction	7	4. Use of Leisure Facilities	18
1. General	10	4.1. General	18
1.1. Definitions and Interpretation	10	4.2. Gymnasiums	19
1.2. Permitted Use	11	4.3. Swimming Pool	19
1.3. Behavior of Owners and Occupiers	11	4.4. Multi-Purpose Court	21
1.3.1. Privacy	12	5. Deliveries and Removals	21
1.3.2. Appearance of Unit	12	5.1. Loading Bay	21
1.3.3. Floor Coverings	12	5.2. Movement of Goods	21
1.3.4. Balcony and Terrace Areas	12	5.3. Required Permission	21
1.4. Security	13	6. Keeping of Animals	21
1.4.1. Access Procedures	13	7. Car Parking Guidelines	22
1.5. Smoking	16	7.1. Car Park Access Cards	22
1.6. Preservation of Fire Safety	16	7.2. Car Parking Rules	22
1.7. Prevention of Hazards	16	7.3. Liability	23
1.8. Conduct Affecting Insurance.....	16	8. Advertising	23
1.9. Cycling, Skateboarding, Roller Blading and Other Activities	16	9. Filming and Photo Shoots	23
1.10. Holiday/Celebration Decorative Lighting	17	10. Move-In / Move-Out Procedures	24
1.11. Open House Guidelines	17	10.1. General	24
2. Common Areas	17	10.2. Instructions to Movers	25
2.1. Obstruction of Common Areas	17	11. Enforcement of Rules	25
2.2. Damage to Common Areas	17	Enforcement and Fine Procedure	28
2.3. Furniture and Equipment in the Common Areas	17	Schedule of Fines	29
2.4. Children Playing in the Common Areas	17	Schedule of Fines for Retail	31
2.5. Littering and Vandalism	18		
2.6. Vehicles, Water Crafts and Accessories	18		
3. Garbage Disposal	18		



INTRODUCTION

The Community Handbook established for the Owners Union is intended to foster an environment of neighborliness, consideration and cooperation. This community handbook expands on the Owners Union

Rules that were previously contained in the Sales and Purchase Agreement and Master Community Declaration. All Owners, Occupiers, their Guests and all related Stakeholders are required to follow this handbook as a means of acting on behalf of the greater good of the community and its wellbeing.

Owners and Occupiers should make it a point to know the Rules herein, to abide by them and are required to provide their guests, family and household staff a copy of the handbook and to be sure they fully understand and follow the rules, regulations and guidelines set forth herein.



1. General

1.1 Definitions and Interpretation

	For the purpose of this document any natural person is referred to as “He” without any reference to gender.
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.
Bakhoor	Scented incense burned on charcoal or incense burners to perfume the house and clothing.
Board / Board of the Owners Union	Means the Board elected by owners in accordance with the provisions of the Law for the management of the Owners Union.
Capital Reserve Fund / Sinking Fund	Is a component of the annual Service Charge and consists of funds set aside – in reserve – used for projected capital expenditures such as the replacement of major assets (e.g. machineries, elevators etc.).
Common Areas	Means all common areas of the Owners Union designated for common use by Unit Owners and Occupiers and that do not form part of the title of any Unit, including but not limited to the following: Roads, roundabouts, intersections, paths, edges of pavement, drains, traffic islands in the road, bridges and relevant drainage systems. Lakes, ponds, canals, parks, fountains and other forms of water and waterways, including all the relevant equipment. Green spaces, public squares and playgrounds. Wires, cables, pipes, drains, canals, machinery and equipment which supply facilities services to Units or Common Areas. Service facilities located within the boundaries of any Unit supplied to Common Areas or other Units.
Developer	Means the person licensed to practice the business of development and the sale, management and leasing of real estate as a principal developer of a real estate development project.
Emergency	A serious, unexpected situation or major incident that may cause a significant disruption to the operation of the Owners Union and the persons within the Owners Union or any incident where the cost is likely to seriously impact on the Owners Union’s health and/ or financial stability and would require immediate attention and remedial action.
Exclusive Use Common Area	Is a portion of an individual’s unit that is only available for their particular use such as someone’s enclosed balcony, but the Owners Union is responsible for the structural integrity of the balcony and the unit owner is responsible for the regular cleaning.
Fine	Is a monetary payment exacted for non-compliance of Rules, as a result of a Notice of Violation and confirmation thereof.
Invitee	Is any individual or corporation who is within the Owners Union at the express or implied invitation of an Owner or Occupier
Management	Means the Owners Union, Board, Owners Union Director and/or any of its assignees.
Master Community Declaration (MCD)	Is a document prepared by the Developer, which contains a set of documents covering the community design and describes common area boundaries and responsibilities.
Notice of Violation / Breach Notice	Is a formal citation that informs a person that a 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.
Occupier	Means any person that leases a villa, resides, visits or works in it, providing to exclude the owner of the unit or the holders of any of the real estate rights.
Owner	Is such person registered, in accordance with the provisions of the foregoing Law No. 3 of 2005, as the owner of the real estate or any of the real estate rights.
Owners Union	Means the association of all the Owners in Yas Acres formed pursuant to the provisions of the Law for the management and operation of common parts, including the repair and maintenance thereof and the good utilization thereof.
Owners Union Director	Is the person appointed by the Developer or Owners Union for the management of the daily activities of the Owners Union.
Owners Union Statutes	Is an official document created by Abu Dhabi Municipality regulating the association operations.
Rule	The clarified expectation(s) of standardized regulations created and enforced by the Owners Union.
Sales and Purchase Agreement (SPA)	Is a legal and binding document of mutual understanding between the Developer and Purchaser, which contains certain community regulations regarding Owner and Occupier responsibilities and behavior.
Service Charges	Are such fees imposed by the Owners Union on the owners of real estate units to cover the costs of the management and maintenance of the common parts.
Shisha	Flavored tobacco burnt using coal and smoked through a water pipe.
Special Levy	Means a one-time levy to cover a major unforeseen expense that was not included in the service charge budget. Special Levies may apply to construction of new structure or facilities requested by the majority of owners and approved by the Board or it can be for costs related to major repairs due to an unexpected catastrophe.

The Law No. 3 of 2015

Refers to Law No. 3 of 2015 concerning the Regulation of the Real Estate Sector in the Emirate of Abu Dhabi.

The Law No. 3 of 2005

Refers to Law No. 3 of 2005 concerning the Regulation of Real Estate Registration in the Emirate of Abu Dhabi.

Unit or Villa

Refers to flats, floors and shops and any part of a house (including villa) connected to another house or separately or a vacant plot of land located within a joint real estate whether it existed or is proposed on the plan of floors or plan of compound and such allocated for commercial, residential or mixed purposes.

1.2 Permitted Use

- a. Owners and Occupiers must ensure that the Unit is used strictly as per the intended use.
- b. Owners and Occupiers must not use the Unit or the Common Areas for any illegal or immoral act nor for any use that may harm the reputation of the Owners Union and other owners and occupiers.
- c. Owners and Occupiers must fully comply with all prevailing applicable laws in respect to the use and occupation of the Unit, the Common Areas and the Owners Union.
- d. Owners and Occupiers must not conduct in or upon any part of the Owners Union including the Unit, any auction, clearance or liquidation sale without the prior written consent of the Owners Union and without procuring the necessary approvals.
- e. Owners and Occupiers of a Unit must not allow the number of people residing in the Unit at any one time to exceed the number of people permitted by Abu Dhabi Municipality.

1.3 Behavior of Owners and Occupiers

- a. Owners and Occupiers must not create any noise in the Unit or the Common Areas likely to interfere with the peaceful enjoyment of other Owners and Occupiers in the community or any person lawfully using the Common Areas.
- b. Owners and Occupiers shall not carry out any nuisance, obnoxious or offensive activities in the Unit or Common Areas, which may cause annoyance to other Owners and Occupiers. Examples of nuisance activities include but are not limited to odors, smoke and obstruction of views. Offensive noises include but are not limited to those that are caused by pets, televisions, stereos and musical instruments.
- c. The use of obscene gestures, obscenities, verbal or physical threats or attacks directed at any Owner, occupier, guest, visitor, invitee, or to Owners Union employees will not be tolerated. Action by any person within the Owners Union which may be dangerous or create a health or safety concern, a hostile environment, turmoil, disruption or disturbance among Owners, occupiers or others is not permitted and such incidents or occurrences may be reported to the local authorities.
- d. Owners Union Community Management Team are to be treated in a courteous and considerate manner at all times. Owners Union Community Management Team shall not be reprimanded or harassed in any way by an Owner, occupier, guest or other invitee. All complaints regarding service rendered by any Community Management Team must be made to the Owners Union Director management for appropriate handling.

- e. The Owner/Occupier is responsible for any damage to the Common Areas, clubhouse and leisure facilities and/or non-compliance with the Rules caused by or resulting from Owner’s own actions or the actions of family members, occupiers, guests, service providers, contractors and other invitees.
- f. Owners and Occupiers must be adequately clothed when in the Common Areas and must not use language or behave in a manner likely to cause offense or embarrassment to other Owners and Occupiers in the community or any person lawfully using the Common Areas.
- g. No private parties / get-togethers are allowed in Common Areas without the explicit prior approval of the Owners Union Director Community Management Office.
- h. No odorous matters shall be emitted upon or about the Common Areas in such quantity as to be readily detectable outside the physical boundaries of the space within which such odor was generated.
- i. No air pollutants or contaminants sufficient to create a nuisance shall be discharged, and no processes which by their nature are likely to cause air pollution shall be undertaken or permitted unless an adequate, economically feasible method of controlling the omission or contaminates is available, and such controls are applied by the Owners Union.
- j. Owners Union reserves the right to have persons removed from Owners Union Common Areas not fully in compliance with any provisions of the policies, rules, regulations or restrictions of the facilities.
- k. Owners and Occupiers shall pay for the repair of any damage or breakage to the Common Areas or any fixtures and fittings to any other Unit occasioned by lack of care, misuse or abuse on the part of the Owner or Occupier, or their Invitees.
- l. Owners and Occupiers must not, without the prior written approval from ALDAR, carry out any alterations or additions or renovations, or install any fittings or fixtures that deviate from approved plans and specifications. Owners and Occupiers shall be responsible for and shall pay for fines or penalties imposed by any government authorities for any unauthorized additions or alterations found within their units.
- m. Owners and Occupiers must not erect any external awnings, shades, screens, grilles or any other structure on the Common Areas The Owners Union shall have the full right and authority to demolish any or all such unauthorized additions and alterations, structures or any part thereof after fourteen (14) days written notice to the Owner or Occupier requesting him/her to remove the same and all costs and expenses incurred including legal fees in respect of such removal or demolition shall be borne by the Owner or Occupier concerned.

- n. Soliciting of goods and services, or religious or political activities shall not be permitted within the Owners Union Yas Acres community.
- o. Owners and Occupiers must provide the Community Management the names of the residents and family members of the Owner or Occupier of the Unit. If the Owner or Occupier fails to give said information Owners Union Community Management reserves the right to refuse entry to any person as it deems fit.
- p. Owners or Occupiers are not allowed to use any employees of the Owners Union Community Management team for any business or private errands.

1.3.1 Privacy

- a. No activities shall be carried out in any part of the Owners Union that may unreasonably interfere with an Owners or Occupiers right of privacy within that Owners or Occupiers Unit.
- b. Owners and Occupiers are to refrain from any attempt to look into a neighboring lot or to look into the windows of neighboring structures.
- c. Owners and 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 Owners Union's Yas Acres Community Architectural Guidelines.

1.3.2 Appearance of Unit

- a. An Owner or Occupier must maintain, repair and keep the whole of his 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).
- b. Owners and Occupiers must not, without the prior written consent of the Community Management, maintain within the Unit (or on any terrace or balcony) any item or furnishing that is visible from the Common Area or outside the community that, when viewed from the Common Area or outside the community, is not in keeping with the rest of the community.
- c. Owners and Occupiers must not hang any washing, towels, bedding, clothing or other article on any part of the Unit (or on any terrace or balcony) in such a way as to be visible from outside the Unit or the community.
- d. Owners and Occupiers must, at their own expense:
 - Clean the Unit (including all interior glass in the Unit and all exterior glass that is readily accessible from within the Unit or from the balcony/terrace) and keep free of dirt, rubbish, rodents and vermin on a regular basis, in a proper manner, and to a standard at least equivalent to the cleaning of the Common Areas.
 - Keep clean and maintain in good order, repair fittings, furnishings and equipment in the Unit and in particular shall have a maintenance contract for fire extinguishers, air conditioning ducts, fan coil units, smoke and heat detectors from a service provider approved by the Owners Union, on a form of contract approved by the Owners Union and/or local authorities.

- Immediately repair all broken glass (excluding exterior windows which shall be repaired by the Owners Union at the Owner or Occupier's cost) with glass of the same or similar quality and all damaged or broken lighting, electrical equipment (including light fixtures and general lighting) and plumbing installed in the Unit.
- Not use lavatories, sinks, drainage and other plumbing facilities in the Unit or the Common Areas for any purpose other than that which they were intended for, and not deposit or permit to be deposited in such facilities rubbish or other matter. Any damage caused to such facilities by the misuse of the Owners or Occupiers upon notification of the same the Owners Union reserves the right to have the work done and bill the Owner or Occupier for the repair costs.

1.3.3 Floor Coverings

- a. Owners and Occupiers of a Unit must not modify the flooring from its original construction material without prior written approval from the Owners Union and with underlay material, to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owners or Occupiers of another Unit.

1.3.4 Balcony and Terrace Areas

- a. Owners and Occupiers shall not change or alter the surface of any balconies and terrace areas.
- b. Owners and Occupiers shall use all due care to prevent puncture of the waterproofing material on the balconies and terrace areas.
- c. Owners and Occupiers keeping plants on balconies or terraces shall maintain them in a living condition. Potted plants must have a tray placed underneath the pot to prevent water spillage onto the balconies and terrace areas. Such trays, and any other devices designed to hold water, must be raised above the surface of the balcony or terrace in order to allow sufficient airflow beneath such tray or device. When watering plants, it must not be in a manner that causes water to encroach on balconies adjacent or below other Units.
- d. No vegetation shall extend beyond the railings, fences, walls or boundaries of balconies and terrace areas.
- e. No hanging screens, linens, blankets, rugs, towels, flags (beyond period of holiday and/or national celebration), swimsuits, banners, wind chimes, plants or other objects may be hung from balcony, terrace and railings.
- f. Owners and Occupiers shall not use balconies and terrace areas for storage purposes, including, without limitation, the storage of bicycles, motorized or electric vehicles, surfboards and Stand up Paddle (SUP) boards, kayaks, household appliances such as refrigerators, freezers or cookers, bedroom closets or dressers, storage sheds and unapproved furniture.
- g. Owners and Occupiers shall use due care when cleaning their balconies and terrace areas.
- h. No improvements shall be nailed, bolted or otherwise attached to the floor, walls, or any portion of balconies and terrace areas.

- i. Any furniture, furnishings and other materials kept on any balcony or terrace area shall be of a neutral color that is harmonious with the color scheme of the exterior walls of the building. Further, no patio furniture or any other items, including umbrellas, shades, shade structures, cabanas or patio heaters may hang over the balcony railing or be placed in a location that unreasonably interferes with the rights of another Owner or Occupier, including obstructing another Owner or Occupier's view.
- j. Umbrellas, shade structures and cabanas shall be sufficiently weighted so that they will not blow off the balcony or terrace area, but in no event shall a patio, balconies and terrace areas or balconies and terrace areas railing be drilled, cut, pierced or modified in any manner. Each Owner or Occupier is responsible for any damage that his balcony and terrace furniture causes to the Common Area, Exclusive Use Common Area, or any other Owner or Occupier's balcony, patio or property.
- k. Owners and Occupiers must not store any item on the balcony which is higher than the balcony walls / railings other than: hanging or potted plants, patio tables. All of these must be kept in good condition and be in keeping with the rest of the community. The Owner or Occupier will be liable for any damage to the exterior of the Unit caused by the installation of hooks or attachments for the purpose of hanging decorative items.
- l. No outdoor speakers that may cause noise to interfere with the quiet enjoyment of Owners and Occupiers of other Units may be installed on a balcony and terrace area.
- m. No additional permanent outdoor lighting may be installed on balconies and terrace areas.
- n. Enclosing any balconies and terrace areas with netting or shades is prohibited.
- o. Installation of satellite dishes, radio or television antennae is not allowed per Abu Dhabi municipality regulations. Any installation of such nature will be removed and any cost incurred to effect such removal will be entirely borne by the Owner or Occupier concerned, including all legal fees and administrative charges.
- p. No pets shall be left unattended on balconies.
- q. No pressurized water cleaning equipment is to be used and no water is to be poured on the balconies when cleaning the balconies.

1.4 Security

- a. Owners and Occupiers must use all reasonable endeavors to keep the Unit secure at all times, including ensuring that all doors, windows and openings are closed and securely locked. Owners and Occupiers expressly authorize the Owners Union and the Owners Union Director to enter and secure the Unit at the Owner or Occupier's cost if the Unit is left unsecured and unoccupied.
- b. Owners and Occupiers must strictly comply with all Rules and directions of the Owners Union with respect to any security procedures implemented from time to time by the Owners Union.
- c. Owners and Occupiers shall permit Owners Union staff Community Management Team at all reasonable time and on reasonable notice being given (except in an Emergency when no notice is required) to enter his

unit to execute any work or perform any duty or enforce any Rules in connection with the Owners Union.

- d. Should an Emergency situation occur, emergency personnel shall have the authorization to enter the Unit and/or storage space to effect immediate cure, in some cases by forcible entry. Any person entering the Unit and/or storage space to effect such cure shall not be subjected to any liability to the Owners or Occupiers and no trespass or other wrongful act shall be deemed to have been committed by reason of such entry or curing.

1.4.1 Access Procedures

- a. An access card system allows Owners and Occupiers to access certain portions of the Common Area, including gates, and leisure facilities. Even with this technology, however, no villa has completely secured facilities and no warranty is made or implied as to safety. It takes the vigilant observation and prompt action of the Owners and Occupiers in order to prevent accidents, unauthorized access and system failures. Please report any observed condition and violations promptly to the prevailing Owners Union Director.
- b. All Owners, Occupiers and their guests are responsible for ensuring that all entry/exit gates and doors to the community areas are closed and in a secure, locked position at all times.
- c. Forcing gates and doors open or close is prohibited. Contractors or any other persons are not allowed to keep gates open.
- d. The Owners Union, the Board and Management do not assume any risk for injury, loss or damage of any kind, directly or indirectly resulting from, or connected with, Owners and Occupiers' choice to issue keys or access cards to cleaning personnel, employees, visitors or agents of any kind acting on behalf of the Owner or Occupier. If an Owner or Occupier misuses the access or parking card, the Owners Union may deactivate the card and invoke a fine.
- e. Owners and Occupiers of a community, and their respective guests and invitees, are responsible for their own personal safety and the security of their property within the community. Neither the Owners Union, Management or Developer shall in any way be considered an insurer or guarantor of safety or security within the community, nor shall such parties be held liable for any loss or damage. No representation or warranty is made that any systems or measures, including any mechanism, gate, or other system for limiting access to the community, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended.



1.5 Smoking

- Smoking (including smoking of shisha or e-cigarette-vaping) is not permitted in or around the swimming pools and any part of the Common Areas which are enclosed (including the car park and the gyms) and any other areas determined by the Owners Union or any relevant authority from time to time. Owners and Occupiers must dispose of cigarette butts and any other smoking residue in a safe manner.
- The Owners Union shall be permitted to change the smoking policy within the Owners Union from time to time in response to changes in the applicable Law or market practices.

1.6 Preservation of Fire Safety

- Owners and Occupiers must not do anything in the Unit, Common Areas or the Owners Union that is likely to affect the operation of fire safety devices.
- Alteration, tampering or damaging the devices inside the Unit will be repaired by the Owners Union at the Owner or Occupier's cost.
- Each Owner and Occupier must take care not to harm, damage or unnecessarily activate the fire sprinklers installed in the Unit. The fire sprinklers are heat activated and permitting high heat, steam or burning in the vicinity of a fire sprinkler may cause it to activate, potentially causing extensive damage to the Unit, personal property, the Common Areas, and the units adjacent to and below. Except for periodic dusting, one should never touch or allow anything else to touch the fire sprinklers. In particular, it is not allowed to have any item hanging from the fire sprinklers, including without limitation, plants, laundry, posters or other objects. One should also not tie string, floss, wire or any other material on, around or across any portion of a fire sprinkler. Nothing should be stored near a fire sprinkler within the impermissible distance in accordance with civil defence regulations.
- Owners, Occupiers and their guests are prohibited from tampering with the fire alarm system which includes: smoke detectors, heat detectors, flow switches, and tamper switches, etc. Disconnecting the sound mechanism in any Unit to the fire alarm system is against the law and will affect the operation of the sound mechanism in other Units in the community. If you notice anything irregular about the fire alarm system in the community, you should notify the prevailing Owners Union Director immediately.

1.7 Prevention of Hazards

- Owners and Occupiers must not do anything in the Unit, Common Areas or the Owners Union that is likely to create a hazard or danger to any other Owner, Occupier or any person lawfully using the Common Areas.
- Owners and Occupiers must not use or store in the Unit or in the Common Areas any inflammable chemical, liquid or gas or other inflammable material. This may 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.

- Owners and Occupiers must not leave any cooking appliance unattended when in use and must only use cooking appliances in the designated kitchen areas.
- Charcoal or liquid propane gas (LPG) barbecues are strictly forbidden in the residential units and in the common areas. Owners and Occupiers must not barbecue in any part of the Common Area unless designated area is clearly defined.
- Owners and Occupiers must not throw any items of any nature whatsoever from the windows, balconies or terraces at any time.
- Any action including discharge of firearms, hazardous projectiles, toy guns, air guns (BB guns), bows and arrows which can inflict damage on persons or property are expressly prohibited.
- Activities or conditions which endanger the health and safety of others are prohibited.
- Residents must contain smoke or heat from shisha/bakhooor activities so as to not cause false alarm fire signals. False alarm civil defence costs will be charged to the offending party.
- No open fires shall be lit or permitted within the community, except in a contained barbecue unit in a designated area while attended and in use for cooking purposes.

1.8 Conduct Affecting Insurance

- Owners and Occupiers shall not keep anything in any Unit, Exclusive Use Common Area and the Common Areas that will increase the rate of insurance without the approval of the Owners Union, or could result in the cancellation or suspension of insurance or which would be in violation of any law.
- Owners and Occupiers who are responsible for an increase in the rate of insurance for the Common Areas shall be personally liable for the cost of the additional insurance premiums.
- Owners and Occupiers must obtain and maintain insurance in respect to the Unit and contents for such amounts, on such terms and with such an insurer as is reasonably acceptable to the Owners Union and shall provide a copy of such insurance policy if and when requested by the Owners Union.
- It is recommended that Owners and Occupiers have liability and content insurance.

1.9 Cycling, Skateboarding, Roller Blading and Other Activities

- Owners and Occupiers are requested to get off their cycles, skateboards or scooters when entering the Common Area or car parks.
- Children under the age of five (5) may ride tricycles and other pedaled (but not battery powered) toys in parts of the open Common Areas provided they are adequately supervised by an adult at all times.

1.10 Holiday/Celebration Decorative Lighting

- Owners and Occupiers may install temporary holiday or festive lighting on the external areas of the Unit during festive and national holidays. Owners and Occupiers may not damage or puncture the Common Areas or any other portion of the building in the process of displaying decorative lighting.
- Lighting must not be installed any earlier than 10 days before the holiday/celebration, and must be removed within 10 days after the holiday/celebration.
- Flashing decorative lights or lighting that creates glare visible from outside the Unit is prohibited. Any lighting installed must not cause interference, nuisance or annoyance to other members of the community.
- If, at any time, the lighting devices or their components become a safety hazard, they shall be removed at the expense of the Owner or Occupier.
- All decorations must be kept away from exit signs, fire alarm devices (pull stations, smoke and heat detectors, etc.), fire extinguishers, and emergency and normal-use light fixtures. Exit signs and emergency lights must not be obstructed in any way.
- Installation of any festive lighting outside the standard 10 days is not permitted without prior approval from the Owners Union.

1.11 Open House Guidelines

- Owners must notify about the scheduled open house activity and take the permission from the Owners Union Director at least forty-eight (48) hours in advance.
- Open house timing will be from 9am until 4pm, Saturday to Thursday. No open houses will be allowed on Fridays and Public Holidays.
- Signage and open house signs must conform to Owners Union regulations as per approved size of signage, fonts, and background colors. The signage may only be placed on the actual property or private access way for sale or lease. No signs, signage or other types of display will be allowed in the main lobby or other areas of the building.
- Signs may be posted during the hours of the open house and must be removed at the end of the open house. Signs for any unregistered open house will be removed by the Owners Union Director.

2. Common Areas

2.1 Obstruction of Common Areas

- Owners and Occupiers must not obstruct the lawful use of the Common areas by any person except on a temporary and non-recurring basis without the prior written consent of the Owners Union.
- Owners and Occupiers must not in any way cover or obstruct any lights, skylights, windows or other means of illumination of the Common Areas.
- The Owners Union is entitled to remove any obstructing items and place them in the Owners Union's lost and found section or dispose of the items, after proper notice, at the Owner or Occupier's sole cost.

- Owners and Occupiers are not permitted to place anything in the Common Area including but not limited to plants, potted plants, children's riding toy, bicycles, decorative items, sculptures, art pieces, glass containers, shoe racks and other furniture, vases, umbrella stands, artwork or any object other than a doormat.

2.2 Damage to Common Areas

- Owners and Occupiers must not mark, paint, drive nails or screws into, or otherwise damage or deface, any structure that forms part of the Common Areas. Examples include decorative items and artwork.
- Owners and Occupiers shall not damage the grass, footpaths, or any part of the Common Areas by the use of vehicles, machines, tools or objects of any description.
- Any damage caused to the Common Areas shall be assessed by the Owners Union and costs of repair and replacement of broken or damaged parts shall be borne by the person(s) responsible.
- Any item installed in accordance with Architectural Guidelines must be installed in a competent and proper manner and must have an appearance consistent with any guidelines established by the Owners Union about such installation or, in the absence of such guidelines be in keeping with the appearance of the rest of the Owners Union.
- Owners and Occupiers must not damage any lawn, garden, tree, shrub, plant or flower being part of or situated in the Common Areas.

Owners and Occupiers must not use for its own purposes as a garden any portion of the Common Areas.

2.3 Furniture and Equipment in the Common Areas

- All furniture and equipment located in the Common areas have been provided for the safety, comfort and convenience of all Owners and Occupiers. Each Owner or Occupier benefits from the equipment and furnishings located in the Common Areas. These items belong to the Owners Union, and therefore are considered Owners Union assets. Owners and Occupiers may not borrow or remove any equipment or property belonging to Owners Union, with the exception of movable assets for private functions.
- Owners, Occupiers and guests shall be responsible to repair any damage or loss caused by the Owner, Occupier or their guest.

2.4 Children Playing in the Common Areas

- 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, able to exercise effective control to mitigate possible danger or hazard to children.
- To use the walls or floors for ball games, skateboarding or cycling or to deface the walls of Common Areas that are not designed for such use is prohibited.

2.5 Littering and Vandalism

- a. The act of littering, graffiti or vandalism is expressly prohibited within the Owners Union and the Owner and Occupier shall be held responsible for the cost of cleaning, repair or replacement resulting from any such prohibited activity carried out by Owners and Occupiers, their guest or invitees, domestic helpers and service providers. Incidents of serious vandalism may be reported to authorities for further action.
- b. All Owners and Occupiers are to note that the cost of reinstatement of the item or areas that have been damaged shall be directly charged to those individuals who caused the vandalism.

2.6 Vehicles, Water Crafts and Accessories

- a. 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 stored, parked or driven in any part of the Common Areas unless for a temporary period and upon express approval from the Owners Union.
- b. The operation of dirt bikes, trail bikes, sand buggies, off road vehicles and non-licensed motorized vehicles is not permitted anywhere in the Owners Union.
- c. Surfboards, boogie boards, inflatable rafts, blown up rafts, and other such items, shall not be left on the common area property unless the Owners Union agrees or provides a dedicated area for storage of said items. Owners Union reserves the right to move such items and store them at the Owner or Occupier's expense, and/or report and/or involve relevant local authorities.

3. Garbage Disposal

- a. Owners and Occupiers must not deposit or throw in the Common Areas any refuse, dirt, dust or other material or discard any items in the Common Areas. It is the Owners or Occupiers sole responsibility to remove these items from the premises and dispose of them at their discretion.
- b. Owners and Occupiers shall not accumulate rubbish in, on or around the Unit, the Common Areas or the Owners Union and shall ensure that the refuse is removed from the Unit to such locations as determined and notified by the Owners Union Director.
- c. Owners and Occupiers are responsible, at their cost, for the removal of all such material from the Owners Union, other than household waste and garden refuse packed in garbage bags specific to this purpose and removed by the waste removal contractors.
- d. Owners and Occupiers, in relation to the disposal of garbage, waste and recyclable material must:
 - Ensure that garbage is securely bagged and sealed and must not obstruct the garbage bins
 - Ensure that tins or other containers are completely drained.
 - If required, ensure the recyclable material or waste is separated and prepared in accordance with the applicable recycling guidelines, if any.

- Comply with the Owners Union requirements for the storage, handling and collection of general and recyclable waste.
- e. Owners and Occupiers must promptly remove or clean up anything which the Owner or Occupier may have spilled in the area housing the designated shared receptacles for garbage, recyclable material or waste.
 - f. Owners and Occupiers are responsible for damage caused by spills or leaks from trash Owners or Occupiers
 - g. Owners and Occupiers must notify the Owners Union of any loss of, or damage to the designated shared receptacles for garbage, recyclable material or waste.
 - h. Owners and Occupiers shall make separate arrangements, at their own cost, for the disposal of large and heavy items.
 - i. Compacted trash may not be placed in any garbage chute as the velocity and weight of such trash may damage garbage equipment.
 - j. If an Owner or Occupier causes a Unit to be in a state of disrepair affecting the health and safety of other members (aesthetics, odor, vermin) the Owners Union has the right to enter the unit to mitigate the risk at the Owner or Occupier's sole cost and expense.
 - k. 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 Owners Union.
 - l. Volatile, flammable or hazardous materials may not be placed in the garbage bins or dumpsters.
 - m. No person shall discharge into the Owners Union's sewer system, storm drain any toxic or noxious matter in such concentrations as to be detrimental to or endanger the public health, safety, welfare, violate any law, subject any Owner or Occupier to liability under municipality law for any clean-up or cause injury or damage to neighboring property or business elsewhere on the Owners Union. The disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines. Owners and Occupiers may be responsible for any activities by their contractors (e.g., painters, landscapers, etc.) who dispose of such pollutants from the Unit into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals must meet all municipality requirements and requirements of any other governmental agencies having jurisdiction over the Owners Union. You are encouraged to consult with the municipality, and other governmental authorities, concerning the proper disposal of any toxic or hazardous materials. Dumping any such materials into sewers, gutters or storm drains is against the law.

4. Use of Leisure Facilities

4.1 General

- a. Individuals using the clubhouse and leisure facilities are responsible for their own safety. All persons using the facilities and equipment do so at their own risk, responsibility and liability and must adhere to the Rules and regulations pertaining to the use of the leisure and clubhouse facilities.

- b. The Owners Union, its Director, Management, the Developer and the clubhouse operator or its employees shall not be held responsible or liable for damage, injury or any loss (including loss of life) to any individual or property whilst on premises or resulting from the use of the premises. All persons using the clubhouse and leisure facilities do so at their own risk. Neither the Owners Union nor any personnel of the Owners Union will be responsible for any loss or liability arising from use of the clubhouse and leisure facilities or malfunctions of any clubhouse and leisure facilities equipment. Persons using the clubhouse and leisure facilities agree to indemnify, hold harmless and defend the Owners Union, the Developer and the Board of Directors from any and all claims for damage, liability, loss of property, expense or costs incurred or connected with use of the clubhouse and leisure facilities.
- c. The normal hours of operation of the leisure facilities can be found through the management office.
- d. Use of the leisure and clubhouse facilities is prohibited outside the operating hours and violation of such is subject to applicable fines. Should users use the leisure and clubhouse facilities outside the operating hours they shall do so at their own risk and acknowledge that there is no lifeguard or supervisor on duty.
- e. If an Owner leases his Unit, he is deemed a non-resident Owner and assigns the right to use the Common Areas and leisure and clubhouse facilities to the Occupier. The Owner has no right to use the facilities during the time of the lease.
- f. The clubhouse and leisure facilities are for the exclusive use of Owners and Occupiers, their direct family members and guests. Owners and Occupiers may only bring a specific number of guests as prescribed by the Owners Union.
- g. All guests must be accompanied by Owners or Occupiers at all times when using leisure facilities and Owners and Occupiers shall be responsible for the behavior of their guests.
- h. Any child under the age of fourteen (14) years must be accompanied by an adult when using the leisure facilities
- i. Individuals using the clubhouse and leisure facilities shall be appropriately dressed for the intended use of the leisure facility and in consideration of UAE applicable laws, other persons, hygiene and modesty reasons.
- j. Any audio-visual or gaming devices shall be used with headphones on or in a manner as to not cause disturbance to others within the leisure facilities.
- k. The Owners Union Director reserves the right to exclude any person from using the leisure facilities, should such person be in breach of the Owners Union rules relating to the leisure facilities.
- l. Wheeled toys or vehicles including skateboards, roller blades, roller skates or bicycles are not allowed in the clubhouse and leisure facilities areas.
- m. Public display of affection is not permitted.
- n. Consumption of alcohol and usage of clubhouse and leisure facilities under the influence of alcohol is strictly prohibited.
- o. Breastfeeding of infants in public will be at the sole discretion of the Owner or Occupier as it pertains to the current municipality regulations. Owners Union

will not otherwise interject, intervene regards such practice happening in Common Areas.

- p. Activities and excessive noise that may affect the peaceful use of the facilities shall not to be permitted.
- q. Personal trainers, instructors or coaches may not provide training for a fee in the clubhouse and leisure facilities without the prior written consent of the Owners Union. Trainers must register in the Community Management office and must pay refundable deposit of AED1000.00
- r. The Owners Union, the Developer and the Board of Directors reserves the right to close any of the facilities for maintenance or for special functions, tournaments, events etc.
- s. Pets are strictly prohibited within clubhouse and leisure facilities. Pets must be kept on a lead in all the Common Areas.
- t. Any misuse and damage to property or amenities in the clubhouse and leisure facilities will be chargeable to the individual responsible for causing the damage or, if they are a minor, their parent or legal guardian or the Owner of the Unit 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 local law enforcement body.

4.2 Gymnasiums

- a. Owners and Occupiers may only bring in a maximum of two (2) guests into a gymnasium at any one time.
- b. 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.
- c. No equipment may be removed from a gymnasium.
- d. Individuals are required to bring and use their own personal towels when exercising for hygienic purposes.
- e. It is the user's responsibility to wipe down the gym equipment after each use.
- f. All equipment is to be used as intended.
- g. Owners and Occupiers shall not store or place any personal equipment in the gymnasium.
- h. Usage of gymnasium equipment/space is on a first-come first-served basis.

4.3 Swimming Pool

- a. All users must shower before using the swimming pools and must use the facility in a sensible, safe manner and in consideration of other users.
- b. For safety reasons, children must be under the supervision of an adult (parents/authorized party by parents) twenty one (21) years of age or older at all times
- c. All persons using the swimming pool do so at their own risk.
- d. Ball sports, skateboards, acrobatics and rough play are strictly prohibited in and around the swimming pool areas.
- e. Diving is not permitted in any areas of the pool. Running, jumping or pushing is not allowed anywhere within the swimming pool areas.



- f. Surfboards, boogie boards, beach balls, floating or inflatable devices are not permitted in the pool.
- g. No tennis balls, baseballs, footballs, basketballs, frisbees, cans, foreign objects, foreign substances (bubble bath, soap, beverages, etc.) non-floating objects (such as rocks, marbles, coins and the like) or pool furniture are to be thrown into or around the pool.
- h. All users must wear appropriate swimwear.
- i. No smoking is permitted at the pool deck, unless there is a designated area clearly identified to do so.
- j. Consumption of food is not permitted, with the exception of feeding of infants.
- k. No glass or sharp objects are allowed within the swimming pool areas. If glass or sharp objects are brought to the pool area and they cause an accident, the responsible Owner or Occupier will be liable for the cost of any resulting damage or injury. Only plastic or suitable non-breakable containers are allowed near the pool area.
- l. Recording in the pool areas and under water is strictly prohibited.
- m. Parents or guardians must ensure that infants, toddlers or children who are not toilet trained wear a clean and waterproof diaper and a swimsuit while using the pool.
- n. Persons with open cuts, wounds, rashes or infectious conditions may not use the pool. Anyone having a skin disease, sore or inflamed eyes, nasal or ear discharge or any communicable disease may not use the pool.

4.4 Multi-Purpose Court

- a. No bicycles, skates, skateboards, baby carriages, playpens, strollers and pets are allowed into the court.
- b. Tennis, Volleyball or Basketball are permitted to be played on the multipurpose courts.
- c. Only tennis or all-court shoes are allowed on the multipurpose court
- d. Owners or Occupiers must not occupy the multipurpose court for over sixty (60) minutes.

5. Deliveries and Removals

5.1 Loading Bay

- a. Owners and Occupiers must follow the direction of the Owners Union Director with respect to the use of any loading bay or delivery area.
- b. No delivery vehicles or delivery will be allowed to enter the community gate without prior booking through the call center at least forty-eight (48) hours in advance or email.
- c. Owners and Occupiers shall not park or leave any vehicle unattended in any loading bay or delivery area at any time or leave any items within any loading bay or delivery area that may obstruct its use by other Owners and Occupiers.

5.2 Movement of Goods

- a. Owners and Occupiers shall be responsible for any damage to the Common Area and equipment caused

by the transportation of furniture. The Owners Union reserves the right to make good all such damages and recover the cost of such repairs from the deposit. The Owner must pay any shortfall promptly on demand. Any balance deposit will be refunded to the Owner or Occupier once such damage has been rectified.

- b. Owners and Occupiers must ensure that all deliveries and removals (and workmen) use only designated areas and delivery routes so as not to cause inconvenience to other Owners and Occupiers.
- c. Owners and Occupiers must ensure that adequate measures are taken to protect the Common Areas during bulk deliveries or removal work.
- d. Owners and Occupiers must ensure that packing and crating materials are removed from the Common Areas and disposed offsite in an appropriate manner on the same day that they are brought in and under no circumstance shall it be left on the Common Areas.

5.3 Required Permission

- a. Owners and Occupiers must obtain permission from the Owners Union at least forty-eight (48) hours in advance for bulk deliveries and removals. The Owner and Occupier acknowledges that the Owners Union may deny entry for bulk deliveries and removal if this provision is breached. The Owners Union reserves the right to charge a move in / move out fee to pay for extra personnel to monitor the move.

6. Keeping of Animals

- a. No animal, livestock or fowl other than one (2) domestic animal such as a dog or cat shall be kept within a Property provided always that no pets shall be kept within Apartments and no pet that is deemed by the Developer, in absolute discretion, to be a danger, nuisance, or health hazard shall be kept by any Member within his Premises. Any Member who keeps an unauthorized pet within his Property shall within two (2) weeks of receipt of written notice from the Developer requesting the removal of such pet, permanently remove such pet from the Common hold Community.
- b. Owners and Occupiers must not keep any animals except domestic dogs, cats, birds or fish (kept in a secured aquarium in the Unit). Animals must not be kept, bred or raised for commercial purposes. Animals may be kept in reasonable quantities as determined by the Owners Union.
- c. All Owners and Occupiers must comply with municipality laws and regulations with regard to control and health of pets. All dogs and cats shall be microchipped and have an identification tag. Loose, unattended dogs, cats or other animals without a license or identification tag may be reported to Abu Dhabi Municipality.
- d. Owners and Occupiers must ensure that their animals do not make an unreasonable amount of noise, or become a nuisance.
- e. Pets must be kept on a leash held by a person capable of controlling the animal within any part of the Common Areas at all times.

- f. Pets are not allowed in the pool area, tennis court and at the clubhouse .
- g. Pets shall not be tied to trees or any exterior building structure.
- h. Fecal waste deposits made by pets on any Common Area, including landscaped areas, must be promptly removed and properly disposed of in a sanitary manner by the dog handler (including any resident domestic employees exercising the dog). Non-compliance to these rules may result in a Notice of Violation being issued to the Owner or Occupier. Any damage caused by a pet shall be repaired/replaced at the pet owners expense.
- i. Owners and Occupiers are responsible for the conduct and behavior of any animal under the Owners or Occupiers care or control and owes a duty of care to all other Owners and Occupiers.
- j. Pet food of any kind must not be left in Common Areas
- k. No animal shall be bathed, at any time, within any Common Area.
- l. Pets must not be left outside unattended on balconies. Pets must be kept within the unit when the Owner or Occupier is away or cannot attend to them. Barking dogs on balconies and/or patios, or inside a Unit, or any other excessively noisy animal that disturbs the quiet enjoyment of other Owners and Occupiers will not be tolerated. Pets shall not be allowed to defecate or urinate on Common areas
- m. Each person bringing or keeping a pet in the community shall be liable to other Owners, Occupiers and their guests for any damage to persons or property caused by any pet brought upon or kept within the community by such person or by members of his family or guests.
- n. Structures for the housing or confinement of any bird or other animal must not be visible from neighboring units or the Common Area.
- o. The Owners Union Director's opinion as to whether there has been a breach of these Rules is final. The Owners Union Director shall be empowered to take all measures to enforce this rule, including removing any animal.
- p. Owners and Occupiers must submit a pet registration form to the Owners Union Director prior to keeping a pet in their Unit.

7. Car Parking Guidelines

7.1 Car Park Access Cards- Community Gate Access Cards

- a. One car park access card shall be issued to each Owner for each car space assigned to its Unit free of charge during the first handover of the Unit to the Owner or Occupier. Replacement access cards will be available from the Owners Union Director upon application and subject to a fee which may be modified by the Owners Union Director from time to time.
- b. The procedure for application for a car park access card will be determined by the Owners Union from time to time at its discretion and communicated to Owners and Occupiers.

7.2 Car Parking Rules – Common Area Car Park – Temporary/Visitors Car Park

- a. Management shall not be responsible for any loss and/or damages, claims, suits that may be made against Management in respect of the use of the common area/visitors car park. All charges incurred by Management including any towing charges and incidental costs and expenses as the result of infringement of Rules in relation to car parking shall be borne by the Owner or Occupier or driver of the vehicle.
- b. All parking spaces or garage are to be used for parking vehicles only, and cannot be used for storage, living, recreational or business purposes.
- c. No parking is allowed within the visitor's car park which obstructs free traffic flow, constitutes a nuisance or otherwise creates a safety hazard.
- d. The vehicle must fit completely within the parking space and not restrict the neighbor's ability to park in his parking space. The Owner or Occupier is responsible for any damage to the parking garage caused by attempting to park an oversized vehicle therein.
- e. Owners and Occupiers must not sound a car horn in the car park, Common Areas or vicinity of the Owners Union except in case of emergency.
- f. Owners and Occupiers 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 Owners and Occupiers fail to clear up any spillage within twenty-four (24) hours of the spill occurring or in the case of emergency, the Owners Union may arrange for the spillage to be cleared and recover the cost of doing so from the responsible Owner or Occupier.
- g. Owners and Occupiers shall not park any type of vehicle in the car park other than a passenger automobile. Vehicles that are restricted include, but are not limited to, motor cars, motorcycles, scooters, electrically powered mobility devices, trucks, caravans, motor homes, boat, Jet Ski or trailers within the Owner or Occupier's designated car parking space.
- h. Subject to the approval of the municipal agencies, the Owners Union has the right to ticket, fine, clamp, and/or to tow any vehicle that is improperly parked.
- i. The Owners Union shall apply the abandoned vehicle policies/procedures in conjunction with relevant authorities when removing abandoned vehicles from the premises.
- j. Owners and Occupiers are not allowed to park in nonresidential spaces for more than twenty-four (24) consecutive hours unless authorized by the Owners Union.
- k. Vehicle maintenance including oil changes are not permitted in the car park or any Common Area.
- l. Owners and Occupiers shall not wash vehicles in the car park or any Common Area.
- m. All drivers must maintain safe and proper speeds, observe speed limit, obey stop signs and follow the directional signage while driving in the car parking areas.
- n. No excessive noise from vehicles or revving up of engines is permitted.
- o. Unattended vehicles with motor running will be reported to local authorities.

- p. Vehicles without a displayed license plate will be reported to local authorities.
- q. Parking is permitted in designated spaces and parking lot. Vehicles are subject to tow in unauthorized areas including but not limited to fronts of, curve side roundabout, landscaped areas, sidewalks, driveways, and any other areas that will impede traffic flow.
- r. Overnight guest parking will be permitted only to accommodate overnight guests or visitors of Owners and Occupiers and as authorized by the Owners Union. No guest, including overnight guests, may park a vehicle in the visitor parking space for more than twenty-four (24) consecutive hours. Owners or Occupiers shall not use any of the visitor parking bays for their own automobiles.
- s. Contractors performing work within the Owners Union are permitted to park their vehicles in the visitor parking bays or designated areas allocated to them, until their work is complete but not more than twenty-four (24) consecutive hours.
- t. Owners and Occupiers shall register their vehicles with the Owners Union and shall be responsible for notifying the Owners Union of any changes in the vehicle details.
- u. Vehicles are not to be parked in a handicapped parking space without a handicap decal or similar authorization issued by relevant authorities.
- v. Parking a vehicle in a parking space designated for another Owner or Occupier is prohibited.

7.3 Liability

- a. The Owners Union shall not be responsible for any loss, damages or claims arising from the use of the car park.
- b. All vehicles parked in the car park will be at the Owner or Occupier's risk. The Management shall not be liable for any theft, damage or other misdemeanor caused to vehicles and/or their contents.
- c. All charges incurred by the Owners Union for breach of the Owners Union Rules by Owners and Occupiers in relation to the car park shall be charged to the Owner or Occupier responsible.
- d. Owners and Occupiers 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.

8. Advertising

- a. Owners and Occupiers shall not distribute or cause to be distributed any advertising, pamphlet, free newspaper or any other printed matter in Common Areas.
- b. Any advertising, print and/or digital, in the Owners Union and the Common Areas is subject to approval by the Owners Union Director, for an applicable fee.
- c. Any advertising must comply with all relevant legislation, the Owners Union rules and any relevant regulations.
- d. The Owners Union reserves the right to decline any type of advertisement or marketing material that is in breach of the rules, or any advertisement that the Owners Union considers is not appropriate for the

Owners Union or its residents.

- e. The Owners Union does not endorse nor assume any responsibility for an advertiser's company, product, or service, and the advertiser must not make any claims to that effect.
- f. The Owners Union is not responsible for the quality or reliability of the product or services offered within any advertisement.
- g. All adverts must adhere to the codes of conduct laid down by the relevant local authorities and must not conflict with the Owners Union rules.
- h. The Owners Union does not accept responsibility for errors, omissions or for any consequences arising from using any of the advertised services or products.
- i. The Owners Union and its associates give no warranty as to the accuracy of the information and do not accept any liability for any loss, damage, or inconvenience arising in any way whatsoever from the use of any of the advertised services or products.
- j. It is the advertiser's responsibility to ensure that all advertising complies with all applicable local laws or regulations.

9. Filming and Photo Shoots

- a. Any professional filming and personal and/or professional photo shoots are subject to approval from the Developer.
- b. The Owners Union will not grant access and/or permission on the premises for any professional filming and personal and/or professional photo shoots without written approval from the Developer.
- c. The Owners Union, the Developer and its associates maintain a strict policy against the use of its grounds (all interior spaces and/or exterior grounds) for unauthorized personal, professional or commercial photography/videography purposes. (Including but not limited to wedding, engagement, class, family and individual portraits, advertising photography, and model/fashion shoots, filming, etc.)
- d. Before approval for a shoot can be given, full details on the nature of the project, intended use of the photos, film or videotape, the proposed dates, times, number of people involved, and any other related information must be submitted to the Developer prior to the shoot. For commercial use, a copy of the script/text/storyboard also must be submitted to the Developer for approval.
- e. Any professional filming and personal and/or professional photo shoots must comply with all relevant legislation, the Owners Union rules and any relevant regulations.
- f. Crews must be able to complete the shoot with their own equipment (e.g., extension cords, lights, generators); the Owners Union electric power may not be used without prior permission from the Owners Union.
- g. During the approved activity, the following procedures shall be followed:
 - Security shall be notified when videographers/photographers enter the Owners Union premises;
 - Persons involved in the approved activity shall maintain the agreed upon time and schedule for the video recording/photo shoot;

- The videographers/photographers shall refrain from capturing video/photo images of persons/premises not specified as part of the shoot;
 - If uninvolved persons are filmed/shot, the responsible party involved in the approved activity shall obtain a written authorization from concerned persons when photographing or videoing identifiable persons;
 - Unless given written permission otherwise, the producers shall note the location of the video recording/photo shoot in the production credits.
- h. Unauthorized professional photographers/videographers are subject to immediate expulsion from the Owners Union.
 - i. No major set construction or alteration of buildings and Common Areas will be permitted. Any set decoration must be clearly specified in writing and all areas occupied in connection with the filming must be returned to their normal condition.
 - j. The production company is responsible for maintaining adequate public and employer's liability insurance against accident, injury to its employees and third parties, third party loss, damage and all other risks normally insured against by others carrying on a similar business.
 - k. Production agencies' filming locations which require auxiliary sources of power must use silenced generators and suspend or cover all cables at their own expense.
 - l. Neither employees of the Owners Union nor Owners or Occupiers are to be approached to appear in the production unless by prior arrangement.
 - m. Any and all damages or losses to the property and/or Common Areas caused during professional filming and personal and/or professional photo shoots will be the responsibility of the outside organization requesting access to the Owners Union.
 - n. The Owners Union, the Developer and the Board reserves the right to refuse approval or cancel permission at any time.
 - o. Violation of these rules may result in the revocation of permission to video record/photo shoot.

10. Move-In / Move-Out Procedures

10.1 General

- a. To ensure proper scheduling of the move-in/move-out each Owner/Occupier must schedule their move through the call center at least five (5) business days in advance to reserve a time(s) for the move or submit the request to Community Management's Office at least 48hrs prior to move in/out.
- b. A Move-In/Move-Out can be applied on www.provis.ae or the form must be completed, signed and returned to Owners Union management office prior to any move at least five (5) business days in advance, in order for Owners Union Management to make the necessary arrangements. The Move-In/Move-Out form will not be accepted unless confirmation of move in/out date is provided. Owners Union Management will not facilitate any move on the premises without receiving the mandatory documents (as prescribed in the Move-in form).

- c. Relevant forms to this process will be made available by Owners Union management.
- d. If an Owner and/or Occupier needs to cancel or reschedule a move, they should contact the call center at least one (1) business days in advance.
- e. A Move-In/Move-Out can only take place during permitted hours. Permitted hours will be available through management office and call center. No Move-In/Move-Out shall be permitted after 8:00 PM. Move in/out during Fridays and Public Holidays are not permitted.
- f. Any assembling/noisy works inside the Unit should be completed between permitted Move-In/Move-Out hours only and shall not continue after 8:00 PM.
- g. If pre-requisite documents have not been completed and submitted prior to the Move-In/Move-Out, security will not provide lift access and movers will not be allowed on the premises.
- h. A joint inspection along with photographic evidence will be conducted before and after the move to establish the conditions of the common areas. This will ensure that the Owner and/or Occupier is not held liable for any damages which the Owner/Occupier is not responsible for.
- i. The Unit Owner and/or Occupier will be held responsible for any damage done to the Common Area or Owners Union property during a move that is caused directly by them or their appointed moving company. Because of this liability, it is the responsibility of the Owner and/or Occupier to ensure that the moving company has adequate insurance cover for any damages caused to people or property while moving.
- j. Prior to the scheduled move, Owners and/or Occupiers will be required to submit a refundable deposit to Owners Union management office. The deposit is applicable to all damage, repair, and cleaning of the Common Area, losses or other liabilities and charges incurred as a result of the move. Additionally, the Owner and/or Occupier accepts total responsibility for the cost of any damage, repair, cleaning, losses or other liabilities that may exceed the amount of the deposit.
- k. It is the Owner and/or Occupier's responsibility to provide the moving company with a copy of the Owners Union's Move-In/Move-Out procedures, which may be obtained from the management office, so that they have a clear understanding of the Owners Union moving requirements.
- l. No furniture, boxes, etc., are to be left in the common areas or Owners Union property. Any Owner and/or Occupier who disregards the regulations by leaving packing materials and boxes in the hallways or other common areas, which constitute a fire hazard, will be required to cover the cost of having a contractor to clear such nuisance.
- m. It is the Owner/Occupier's responsibility that the movers use well maintained moving equipment and operate such in a manner that causes no disturbance to members of the community.
- n. Owners and Occupiers must understand and agree that if the Move-In/Move-Out requires more than the allotted scheduled time or if the activity exceeds the permitted time for the move in / move out, that it may be interrupted due to these reasons.
- o. Owners and/or Occupiers, and their appointed moving

- p. During the move, Owners and/or Occupiers, and their appointed moving company personnel must be very careful and cautious not to hit the sprinkler heads on the ceilings and red fire alarm boxes on the walls throughout the Owners Union, which may result into activation of the sprinklers or fire alarm causing a major disruption to the building services and damage to common areas. These protective devices are very sensitive and critical for the safety of the community residents. In case either of these devices have been accidentally hit, the Owners Union management and security must be notified immediately.
- q. The Owners Union is not responsible in any way for ensuring an Owner and their tenant Occupier have fully satisfied their contractual agreement before moving out of the community. There are so many times throughout a tenancy that a tenant might book a lift to move furniture in and out that, it would be unreasonable for the Union and/or Management to determine a tenant's motive. Therefore, the Owners Union hereby notifies all Owners that it is not the responsibility of the Union or its management to become involved in any type of dispute between an Owner and a tenant. The Government has a system that needs to be used to resolve Owner/tenant disputes and should a tenant move out without fulfilling their contractual obligations, then the Owner should seek advice of legal counsel and file a case against the tenant.
- r. The Owners Union and its associates will not be held liable for any damage, accident, injury, losses or other liabilities that occur on the premises related to a move. Necessary safety precautions are to be taken by the Owner and/or Occupier and moving company.
- s. The Owners Union reserves the right to prohibit any moves that have not been properly scheduled and authorized.
- t. Applicable penalties will be levied in case of non-compliance with any of the Move-In/Move-Out procedures.

10.2 Instructions to Movers

- a. Movers will be required to provide identification to security in the form of an original valid ID which will be returned once the move has been completed.
- b. Security and/or any other Owners Union service providers/personnel are not permitted to physically assist the moving company with the move. The mover should conduct a joint site survey with the security prior to the move to ensure they are familiar with any restrictions and equipment and/or labor required for a timely and efficient move.
- c. Owners Union security will advise the route to be used by the moving company and conduct a joint inspection before and after the move to ensure no damage is caused to common property.
- d. Any damage noted at the walkthrough inspection when the move is completed, shall be acknowledged by the signature of the moving company representative, if designated by the Owner/Occupier, and the Union's

representative. Refusal of the moving company to sign the walk-through inspection does not relieve the moving company of responsibility for any damage incurred.

- e. At the end of the move the common areas must be cleared of all debris. Areas must be cleaned and the waste be disposed immediately and in a proper manner. All trash and debris must be carried off-site on a daily basis by the moving company. The garbage dumpsters inside the Owners Union shall not be used for disposing of debris.
- f. Should a moving company disregard any of the Move-In/Move-Out policies, his/her moving company will not be allowed future access to the community.

11. Enforcement of Rules

- a. The Owners Union considers non-compliance with these Rules by Owners or the Owner's Occupiers, guests, invitees, agents and/or employees serious and will subject the responsible Owner to disciplinary action in accordance with the Owners Union's relevant procedures.
- b. Owners are responsible for their own violations and the violations of their family members, guests, invitees and occupiers.
- c. In addition to any other rights under these Rules, the Owners Union may issue breach notices. Failure to remedy any breach within the period specified in the breach notice, the Owners Union has the right to impose financial penalties in relation to the breach.
- d. Financial penalties for breach will be notified in writing to the relevant Owner or Occupier and added to the Owner or Occupier's financial account.



ENFORCEMENT AND FINE PROCEDURE

Members of the Yas Acers Community Management and their occupiers, guests and invitees are expected to abide by the community rules. Owners Union Management staff are contracted to enforce community rules.

Should an alleged violation occur, the Owners Union Director shall issue a Notice of Violation to the violator. The Notice of Violation will identify the alleged violation and where capable of remedy, state what is required to remedy and specify by when the default is required to be remedied to avoid further action.

After notice of alleged violation is sent, a thorough investigation will be conducted by the Owners Union Director. Upon evaluating all the evidence, if the violation is substantiated, the Owners Union Director may impose disciplinary action against the violator by (a) levying a fine in accordance with the Fine Schedule, and/or (b) restrictions of common area facility use.

The Owners Union is empowered to adopt a penalty schedule for community rule violations whereby an immediate violation and penalty fee is applied in certain cases.

Owners (or their occupiers) in violation of a community rule are required to promptly pay the fine. These fines have been approved by the Developer and Interim Owners Union Board.

The authority to enforce the Community Rules or to enforce payment of the fines comes from the Enforcement and Fine Procedure set down herein, Law No (3) of 2015 and Strata Management Statement. The Owners Union Director shall be entitled to settle all disputes as to the interpretation of the Community Rules and the Strata Management Statement.

The Community Rules are for the benefit of owners and occupiers and are designed to create an environment in which all owners and occupiers can maximize enjoyment of their homes and the various common areas and facilities.

The purpose of the Enforcement and Fine Procedure is to encourage Owners Union members, their occupiers and guests to change offensive behavior to ensure all members have a serene, attractive and safe environment for the families, children, neighbors, and guests of the community.

Schedule of Fines

Applicable to Owners, Occupiers, Household Members, Invitees, Guests and Contractors

All Fines to be in line with the Owners Union Statutes once issued by Abu Dhabi Municipality

NO	VIOLATION	REMEDIAL PERIOD	FINE FOR FIRST VIOLATION UNLESS OTHERWISE STATED (FINE FOR SECOND AND CONTINUING VIOLATIONS – AED 2,000 PER MONTH, EXCEPT AS OTHERWISE INDICATED)	GOVERNING AUTHORITY
GENERAL				
1	Unauthorized or illegal use of a unit	14 Days	AED 2,000 per incident, to be escalated to Local Authorities	Community Handbook 1.2 (b); MCD 1-2 (c), SPA 6.1.5
2	Carrying out any nuisance, obnoxious or offensive activities	Immediate	AED 400 – AED 2,000 per incident	Community Handbook 1.3 (a, b); MCD 5-1 (h); SPA 6.1.5
3	Verbal or physical abuse of Owners Union employees or on site contractors	Immediate	To be escalated to Local Authorities	Community Handbook 1.3 (c)
4	Violation of privacy	3 Days	AED 200 – 1,000 per incident	Community Handbook 1.3.1
5	Failure to maintain pleasant appearance of unit / balcony / terrace	3 Days	AED 200 – 1,000 per incident	Community Handbook 1.3.2, 1.3.4
6	Violation of Security rules and Access Procedures	Immediate	AED 400 – AED 4,000 may be escalated to Local Authorities	Community Handbook 1.4, 1.4.1
7	Refusal and/or delay in allowing access to the Unit and/or storage space to Owners Union personnel and its Associates in an Emergency	Immediate	AED 400 – AED 4,000 and cost of repair	Community Handbook 1.4 (d)
8	Misuse of Owners Union access or parking card(s)	3 Days	AED 250	Community Handbook 1.4.1 (d)
9	Smoking in non-designated parts of the Common Areas	Immediate	AED 500 – AED 2,000 to be escalated to Local Authorities	Community Handbook 1.5
10	Tampering with the fire alarm system.	Immediate	AED 500 – AED 2,000 to be escalated to Local Authorities	Community Handbook 1.6 (d)
11	Performing hazardous activities	Immediate	AED 500 – AED 2,000 to be escalated to Local Authorities	Community Handbook 1.7
12	Littering and Vandalism	Immediate	AED 400 – AED 4,000 per incident and insurance deductible and any increase in premium as a direct result	Community Handbook 2.5
13	Keeping of recreational vehicles, watercrafts and accessories in the parking area	3 Days	AED 200 per day	Community Handbook 2.6
14	Violating garbage disposal rules	3 Days	AED 200 per incident	Community Handbook 3
15	Violation of the rules concerning the use of leisure facilities	Immediate	AED 200 – 1,000 per incident Certain cases may be escalated to Local Authorities	Community Handbook 4
16	Failure to obtain the permit for deliveries, removals, move-in or move-out	Immediate	AED 1,000	Community Handbook 5
17	Inadequate keeping of animals	Immediate	AED 500 – AED 2,000 to be escalated to Local Authorities	Community Handbook 6
18	Distribution of advertising and/or door to door solicitation without Owners Union approval.	3 Days	AED 1,000 per incident To be banned from the community for a period of one (1) month	Community Handbook 8 (a)

COMMON AREA/EXCLUSIVE USE COMMON AREA				
19	Unauthorized alterations, additions, renovations of the unit	Immediate	AED 800 and cost of repair	Community Handbook 1.3 (m)
20	Modification to Exclusive Use Common Area/ balconies/patios that interferes with normal drainage	14 Days	AED 1,000 and cost of repair	Community Handbook 1.3.3 (a)
21	Obstruction of Common Areas	Immediate	AED 200 – AED 1,000 and cost of repair	Community Handbook 1.7 and 2.1
22	Damage to Common Area Asset(s)	Immediate	AED 400 – AED 4,000 per incident and insurance deductible and any increase in premium as a direct result	Community Handbook 2.2, 2.3 (b); MCD 4-1 (C)
CAR PARKING				
23	Violation of car parking rules	2 Days	AED 200 – AED 1,000 per incident In certain cases de-activation of parking access card for 30 days	Community Handbook 7
24	Vehicle maintenance, including oil changing or vehicle washing, on Common Area	Immediate	AED 600 per incident	Community Handbook 7.2 (k, l)
25	Parking in unauthorized areas	Immediate	AED 800 per incident	Community Handbook 7.2 (r)
26	Unauthorized parking in a handicapped space	Immediate	AED 800 per incident. Deactivation of the access card for a period of 30 days	Community Handbook 7.2 (v)
27	Parking a vehicle in a parking space designated for another resident.	Immediate	AED 500 per incident	Community Handbook 7.2 (w)
ARCHITECTURAL				
28	Failure to obtain necessary approval for the unit modification or alteration. Commencement of work without prior Review Committee approval.	7 Working Days	Cessation of project, AED 10,000 fine and removal of alteration if not approved. An additional AED 400 – AED 4,000 for each additional 30-day period until application is received.	Article 72 of Law No (3) of 2015
29	Deviation from Review Committee approved plans. Continued deviation after notice and failure to cure within specified time period	7 Working Days	AED 800 AED 800 each month until violation is cured	Article 72 of Law No (3) of 2015
30	Failure to allow an inspection during or after unit modification or alteration.	3 Working Days	AED 2,000 per incident and project halted	Article 72 of Law No (3) of 2015
31	Installation of Satellite Dish/ Antennae.	7 Working Days	AED 800	Article 72 of Law No (3) of 2015
32	Failure to maintain Exclusive Use Common Area or unit as required. Non-compliance after specified time period. Continued non-compliance.	14 Working Days	AED 800 each month until violation is corrected. Cost of the Board to make repairs/ conduct required maintenance.	Article 72 of Law No (3) of 2015

Unless otherwise specified above for a particular violation, the following fines may be imposed, after notice and hearing, for any violation of the Union's Governing Documents:

- First Violation: AED 500 (each)
- Second and Continuing Violation: AED 2,000 per month, per violation, until the violation(s) is cured, except as otherwise indicated.

A continuing violation is a violation that has never been rectified and continues to exist or a violation that is repeated after being rectified as a result of receipt of a notice and hearing.

Each month, the alleged violating member shall be given notice and an opportunity to attend a hearing to address the Board regarding the alleged continuing violation. The Board reserves the right, at any time during the enforcement process, to turn the violation matter over to the Union's legal counsel for enforcement via alternative dispute resolution and/or litigation.

Schedule of Fines for Retail

Applicable to Owners and Occupiers

All Fines to be in line with the Owners Union Statutes once issued by Abu Dhabi Municipality

NO	TASK	VIOLATION	REMEDIAL PERIOD	FINE FOR FIRST VIOLATION UNLESS OTHERWISE STATED	FINE FOR REPEATED VIOLATION UNLESS OTHERWISE STATED	GOVERNING AUTHORITY
1	Retail AM	Not adhering to trading hours	Immediate	As per Retail Lease	As per Retail Lease	Retail Tenancy Agreement
2	OU	Misuse of common area or BOH areas	Immediate	AED 500	AED 1,000	Retail Tenancy Agreement
3	OU	Improper trash management and dumping	3 Days	AED 500	AED 1,000	Retail Tenancy Agreement
4	Retail AM	Fire Alarm Panel disconnected or faulty	Immediate	Cost of rectification +15% admin Fee	Cost of rectification +15% admin Fee	Retail Tenancy Agreement
5	OU	Staff smoking or other staff nuisance in common area or BOH	Immediate	AED 500	AED 1,000	Retail Tenancy Agreement
6	Retail AM	Overnight work without valid work permit	Immediate	AED 500	AED 1,000	Retail Tenancy Agreement
7	Retail AM	Working on any maintenance during the day	Immediate	AED 500	AED 1,000	Retail Tenancy Agreement
8	Retail AM	Working on any merchandising during the day	Immediate	AED 500	AED 1,000	Retail Tenancy Agreement
9	OU	Blocking fire exit	Immediate	AED 1,000	AED 2,000	Retail Tenancy Agreement
10	Retail AM	Placing goods at height above permitted height approved by ADCD	Immediate	AED 500	AED 1,000	Retail Tenancy Agreement
11	Retail AM	Retail outlets facade or workstation inadequately clean	Immediate/3 Days	AED 500	AED 1,000	Retail Tenancy Agreement
12	OU	HSE violation	Immediate/3 Days	AED 2,000	AED 5,000	Retail Tenancy Agreement
13	OU	Damage to common area	3 Days	Cost of rectification +15% admin Fee	Cost of rectification +15% admin Fee	Retail Tenancy Agreement
14	OU	Misuse of loading bay area	Immediate	AED 500	AED 1,000	Retail Tenancy Agreement
15	Retail AM	Shopfront design not approved by retail asset management	3 Days	AED 500	AED 1,000	Retail Tenancy Agreement
16	Retail AM	Placing banners (or other items) outside of permitted lease line	Immediate	AED 500	AED 1,000	Retail Tenancy Agreement

17	Retail AM	Lack of adequate maintenance as per community retail standards	3 Days	Cost of appointing service provider to execute works + 15% admin fee	Cost of appointing service provider to execute works + 15% admin fee	Retail Tenancy Agreement
18	Retail AM	Any other violations to community handbook	Immediate	Cost of rectification +15% admin Fee	Cost of rectification +15% admin Fee	Retail Tenancy Agreement
19	Retail AM	Statutory Certifications expired (i.e. ADCD, Trade License, Health Authority, firefighting equipment and alarm)	Immediate and local authority	AED 1,000	AED 2,000	Retail Tenancy Agreement
20	Retail AM	Out of date/non appointment of specialist contractor with proof of schedules (i.e. grease trap, duct cleaning, pest control)	7 Days	AED 500	AED 1,000	Retail Tenancy Agreement
21	Retail AM	Expired Insurance	Immediate	As per Retail Lease	As per Retail Lease	Retail Tenancy Agreement
22	OU	Damage/Misuse/Alteration of plant, telephone rooms/structure	7 Days	AED 5,000	AED 20,000	Retail Tenancy Agreement
23	OU	Violation of parking rules, road usage against use of commercial vehicles	Immediate	Local Authority	Local Authority and deactivation of Access Card/s	Retail Tenancy Agreement
24	OU	Unauthorized storage	3 Days	AED 500	AED 1,000	Retail Tenancy Agreement
25	OU	Unauthorized exterior attachment/alterations	3 Days	AED 500	AED 1,000	Retail Tenancy Agreement







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