



Nakheel Community Rules and Regulations

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1.0 ESTABLISHMENT OF COMMUNITY RULES

1.1 Title

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

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

1.2 Master Community

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

1.3 Common Use Facilities

As per the Master Declaration, means all open areas, services, facilities, roads, tunnels, turns, crossroads, corridors, curbs, islands separating the road, bridges, pavements, drainage sewers and systems, pipelines, lakes, pools, canals, fountains, water features and other watercourses or waterways, lidos, beaches, sea walls, quay walls, breakwaters, gardens, parks, green areas, public areas and playgrounds (if any), fire and safety facilities, transport access system/facilities, including road and rail systems (if any) within the Master Community, security facilities, utility and administrative buildings designated by the Master Developer or an Infrastructure Service Provider, public access areas, installations, improvements and common assets and any associated street lighting, street signage, other signage and furniture of the Master Community or any part of them that are intended for use by all Owners and that do not form part of the title of any Plot or Unit (but for the avoidance of doubt may be contained within such Plot or Unit by easement) but are the residual lands and buildings owned by the Master Developer (or any Infrastructure Service Provider) as is identified in the Master Plan, but excluding the Master Developer’s Commercial Facilities.



1.4 Authority

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

1.5 Territorial Applicability

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

1.6 Objective

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

1.7 Legitimacy and Purpose

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

1.8 Rights of Privacy and Enjoyment

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



1.9 Interpretation

If an issue arises concerning discrepancies, inconsistencies or ambiguities within these Rules, the Managing Agent will interpret these Rules, clarify the issue, and where appropriate, amend these Rules accordingly.

1.10 Amendments

These Rules may be amended from time to time in accordance with Section 2, Administration and Procedures. Amendments must be consistent with the policies and purposes of these Rules. Amendments will come into effect at the date of adoption and from that date will form part of these Rules.

1.11 Public Liability

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



2 ADMINISTRATION AND PROCEDURES

2.1 Powers and Duties

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

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

2.2 By Law Amendments

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

2.3 Enforcement

2.3.1 Awareness

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

2.3.2 Complaints

2.3.2.1 Where any Community User breaches these Rules or otherwise inconveniences another Community User, the injured party is encouraged to directly notify the offending party of the breach or inconvenience in a polite and honest manner.

2.3.2.2. Where Community Users are unable to resolve disputes or complaints directly between themselves, they may refer them in writing to the Managing Agent.



- 2.3.2.3 The Managing Agent is authorized to take action to remedy any matter that is the subject of a complaint or dispute under these Rules in any manner it deems appropriate in the circumstances, or refer such a matter to the Relevant Authority.

2.3.3 Review

- 2.3.3.1 The Managing Agent will review all complaints and its staff will carry out the necessary investigations.
- 2.3.3.2 The Managing Agent has the right to send off contractors should the violation be related in full or part to work or site and block the access of the respective contractor if necessary.
- 2.3.3.3 The Managing Agent and the Relevant Authority will meet to review the facts and determine what breach(s) exist, if any under, and what specific section(s) of the Rules have been breached.

2.3.4 Immediate Action

- 2.3.4.1 If, in the opinion of the Managing Agent, a breach of these Rules exists, which threatens persons or property, is likely to cause damage to the Master Community in any way, the Managing Agent is authorized to immediately enforce these Rules.
- 2.3.4.2 The Managing Agent is authorized to pursue any breaches of these Rules immediately until such breaches have been corrected. This includes, but is not limited to, levying on individual Residents such penalties as the Managing Agent, acting reasonably, sees fit in the circumstances.

3 GENERAL RESTRICTIONS

3.1 Abuse of Master Community Staff

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



3.2 Nuisance Activities

- 3.2.1 Community Users should not undertake any nuisance, or obnoxious and offensive activities within the Master Community. Such activities include, but not limited to, offensive noises, odours, smoke, vibrations, and obstruction of views. Further, any activities which may be or may become an annoyance or nuisance to the neighbourhood within the Master Community, or which may interfere with the right of quiet enjoyment held by any Community Users, or which may be considered inconsistent with the cultural values and sensitivities of the UAE should not be undertaken.
- 3.2.2 Community Users should not generate loud and/or disturbing noise of any kind, including, but not limited to, noise created by pets, televisions, stereos, musical instruments, cars and motorcycle engines.

3.3 Privacy

Activities which may unreasonably interfere with a Community Users' right of privacy within his or her private home should not be undertaken. Specifically, Community Users should:

- not attempt to look into a neighbouring Plot or Unit or to look into the windows of neighbouring structures; and
- take reasonable measures to protect their own privacy through the design of their window treatments and landscaping, provided that such measures do not adversely impact on the overall design elements of the Master Community or otherwise contravene the Community Rules



3.4 Pets

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

- 3.4.1 Undomesticated animals, including but not limited to wild animals, poultry, fowl, horses, cattle, sheep, goats and swine must not be brought into or kept within the Master Community.
- 3.4.2 Domestic animals such as reptiles, dogs, cats, birds and fish (“Pets”) may be kept as household pets within the Master Community, provided that they are not kept, bred or raised for commercial purposes, nor, as determined by the Managing Agent, kept in unreasonable quantities.
- 3.4.3 Each dog must be kept on leash and under the handler’s full control at all times outside the limits of the owner’s private property within the Master Community.
- 3.4.4 Pet Community Users are fully responsible for their Pets at all times.
- 3.4.5 Any damage or nuisance caused by Pets will be solely attributed to the Pet Community Users. Subject to Applicable Laws, the Managing Agent is authorized to request the Relevant Authority to impound and remove any type of animal (including Pets) from the Master Community, which, in The Managing Agent’s opinion, poses a nuisance or threat to the Community Users.
- 3.4.6 Any Pet excrement deposited anywhere inside the Common Areas of the Master Community must be promptly removed and properly disposed of in a sanitary manner by the resident or their appointed staff..
- 3.4.7 All permitted dogs and cats must wear appropriate identification at all times when outdoors and all Pet Community Users are to have evidence of all registration and inoculations.
- 3.4.8 The Managing Agent has the right to hold/grab any unleashed pet within the Master Community without referring to the resident.



3.5 Dangerous and Illegal Articles and Activities

- 3.5.1 Unless authorized by the relevant authorities, Open fire, hunting, trapping and discharge of firearms and the use of toy guns which can inflict damage on persons or property is strictly prohibited within the Master Community, as is the storage or possession of such firearms or any explosives, hazardous chemicals or other dangerous items.
- 3.5.2 Fireworks firing, storage or any way of use is prohibited in residential areas

3.6 Waste Management

- 3.6.1 Dumping of any of the following is prohibited in the Master Community bins, skips or common areas:
- Bulk items such as furniture
 - Land fill such as sands or rocks or gravel
 - Construction debris
 - Hazardous material such as oil and flammable liquids

For disposal of any of the above, pre-arrangement is required to be made in coordination with The Managing Agent

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

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

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

3.7 House Keeping

Storing any material such as but not limited to boxes, furniture, toys or any other kind of material outside the boundaries of the Property for any period of



time is strictly prohibited. The Managing Agent have the right to penalize for such activities and remove the stored material.

3.8 Graffiti and Vandalism

The acts of graffiti or vandalism are strictly prohibited within the Master Community. Any Community User in breach of this Rule will be strictly liable for the cost of cleaning, repair or replacement of damaged or affected property.

3.9 Signage

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

3.10 Property Use

- 3.10.1 The use of any unit shall be as per the licensed use as issued by the Relevant Authority at all times.
- 3.10.2 The total amount of persons residing in a Residential Home at any given time must not exceed the maximum number defined by the relevant local authorities.
- 3.10.3 Barbeques inside residential units or on balconies are strictly prohibited
- 3.10.4 Any commercial units in the Master Community are to be used for licensed commercial uses only unless otherwise authorised in writing by the managing agent



3.11 Leasing Residential Homes

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

- 3.11.1 The occupier of the property must obtain the owner’s permission in writing before proposing his/her request to The Managing Agent for making any changes or modification works.
- 3.11.2 The minimum residential leasing term of a leasing agreement is 180 days. Shorter durations are not allowed.
- 3.11.3 Community Users are responsible for ensuring that all occupants of their Units (both residential and commercial) comply with the Rules at all times.
- 3.11.4 Community Users must register leases with Nakheel Community Management within 14 days of the lease execution by providing Nakheel Asset Management with a copy of the lease together with supporting documents. Nakheel Asset Management must be informed of any renewals, early surrender or termination of such leases within 14 days of the occurrence of such events.

3.12 Charitable and fundraising activities

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



4 COMMON USE FACILITIES

4.1 Access and Use

- 4.1.1 Community Users wishing to hold private functions in any park, beach or other part of the Common Use Facility must obtain the Managing Agent's prior permission. The Managing Agent may require an admin fees and/or any other fee which the Managing Agent sees necessary. The Community User will be responsible for any damage to or cleaning of the applicable park, beach or other like area arising from their private function.
- 4.1.2 The entrances, pathways and access roads of the Master Community must not be obstructed or used for any purpose other than ingress and egress to and from Community Users' properties. Carts, carriages, chairs, tables, bicycles and other similar objects such as toys, brooms, shoes, garbage cans/bins, recycling bins and potted plants must not be stored in the Common Use Facilities unless approved by the Managing Agent.
- 4.1.3 Private property including but not limited to beach furniture, water craft and play equipment must not be left unattended or stored in the common areas in the Master Community such as sikkas, beaches and courtyards within the Master Community.
- 4.1.4 Community Users must not damage, or modify any landscaping located within the Common Use Facilities.
- 4.1.5 Nothing may be altered, constructed or removed from any part of the Common Use Facilities without the prior written Approval of the Managing Agent.
- 4.1.6 Community Users must not use pushbikes on the main streets and tunnels within the Master Community.
- 4.1.7 The plant, filtration and telephone rooms and building rooftops contained within the Master Community are strictly 'out of bounds' to all Community Users at all times. Community Users in breach of this Rule will be strictly liable for the cost of cleaning, repair or replacement of damaged or affected property.



- 4.1.8 Community Users are to abide by any rules and/or regulations that may be posted at or on the Common Use Facilities.
- 4.1.9 Community Users are prohibited from washing their vehicles anywhere in the Master Community, where washing involves spilling water or any other kind of liquid. Environment friendly dry washing is allowed.
- 4.1.10 Community users must respect at all times adjoining Community Users' right to quiet enjoyment of the facilities and common areas within the Master Community.

4.2 Lakes (Jumeirah Islands)

- 4.2.1 Recreational activities of personal water activities including but not limited to swimming, fishing, operation of all kind of watercrafts including jet skis, water-skiing and any other activity involving towing, free styling, surfing, driving, privet hovercrafts, airboats to take off and landing of aircrafts are strictly forbidden within the lakes
- 4.2.2 No swimming or fishing is permitted at any time in any part of the lake system

4.3 Sea water surfaces (Palm Jumeirah)

- 4.3.1 The use of motorized watercrafts and motorized boats such as jet ski's, motor boats, hovercrafts and airboats is strictly forbidden within and between the Fronds.
- 4.3.2 Use of Kayaks, paddle and sailing crafts is allowed between the Fronds in daylight hours. Carrying out such activities is prohibited after the sunset.
- 4.3.3 Use of electric boats is allowed with a maximum speed of 5 knots
- 4.3.4 Using or driving any motorized vehicle on the beaches is strictly prohibited.
- 4.3.5 Allowed vessels may only be launched from slipways or other areas specifically allocated for launching purposes within the Master Community.



- 4.3.6 Diving is strictly forbidden within Palm Jumeirah
- 4.3.7 Community users and their guests within Palm Jumeirah may fish for recreational purpose within and between the Fronds using hand-line or single lure rods.
- 4.3.8 Following 4.3.6 above, the use of hand-line shall be restricted to users stationed at the beach directly facing the water. The use of the hand-line is NOT permitted away from the sea water as it might cause an injury to other Community users. Nakheel, its appointed site representatives or Security has the right to cut off any line extended beyond direct beach in violation to this Regulation.
- 4.3.9 Fishing is strictly prohibited else than the Fronds. Fishing in all forms is not allowed on the Trunk and Crescent at Palm Jumeirah

4.4 Private Functions/events

- 4.4.1 Community users must obtain the Managing Agent permission prior holding any private function using any of the common areas in the Master Community. Such events or parties shall finish by midnight.
- 4.4.2 All access to and from neighbouring properties must be maintained during event set up, clean up and during the event itself.
- 4.4.3 No alcohol may be brought to, or consumed upon the Common areas within the Master Community.
- 4.4.4 In the use of any of the areas within the Master Community The Community user is to request their guests at the event to behave in a manner consistent with a residential area (i.e. no swearing, lewd behaviour, reckless driving...etc).



5 VEHICLES

5.1 Parking

- 5.1.1 Car Parking is permitted in areas designated by the Managing Agent. Cars must not be parked on pavements, gardens, lawn areas, road verges, beaches, footpaths, landscaped areas or in front of Master Community entry drives, fire hydrants, or any areas/structures related to the provision of emergency services for any period of time.
- 5.1.2 With the exclusion of emergency repairs and maintenance, Community Users must not carry out mechanical, painting, repair or other modifications to vehicles located upon any part of the Common Use Facilities.
- 5.1.3 Community Users are requested to use their garages and the driveways located within their properties as the only location for parking their vehicles (for villas)
- 5.1.4 On-street parking lots are reserved for visitors. On-street parking should not block access to neighbors' residences at all times (for villas)
- 5.1.5 Mobile homes, caravans, trailers, shipping containers, boats, jet skis, or other recreational vehicles should not be parked in common areas in the Master Community..
- 5.1.6 Parking of allowed vehicles in the common areas in the Master Community shall be for a maximum of 3 months per location (parking lot).
- 5.1.7 Oversized vehicles should not be parked anywhere in the common areas in the Master Community. An oversized vehicle is deemed to be any vehicle that does not fit into one parking lot.
- 5.1.8 Inoperative vehicles should not be parked in exposed open areas in the Master Community
- 5.1.9 Community Users are responsible for ensuring their guests obey these parking guidelines.



- 5.1.10 Commercial vehicles should not be parked or stored within the Master Community. A commercial vehicle includes, but is not limited to a car, van, bus, truck, semi-trailer, tractor, or any other type of vehicle that either equipped with external tracks or tool boxes or contains work equipment readily visible to other Community Users.
- 5.1.11 The operation or temporary use of construction trailers, vans, or other trucks, machinery/equipment, construction shelters or facilities must be used exclusively in connection with the construction of any approved works by The Managing Agent.
- 5.1.12 In case of violation to any of the above, The Managing Agent has the right to remove and/or tow the violating vehicle(s) and ask for fees in form of penalties and/or re-imbursements of removal and/or storage costs.

5.2 Operation

- 5.2.1 Vehicles that discharge fluids or damage the streets or any other common area within the Master Community in any way must be removed or repaired. Community Users are responsible for the cleanup and/or repair or the reimbursement to the Managing Agent for the cleanup and/or repair required as a consequence of such damage.
- 5.2.2 Operation of dirt bikes, quad bikes, sand buggies, and un-licensed motorized vehicles should not be driven or used within the Master Community. Child sized pedal or electric vehicles should be operated under adult supervision at all times.
- 5.2.3 All walkways located on the Common Use Facilities should remain clear at all times. Rollerblading and skateboarding should only be undertaken in designated areas.



6 PRIVATE PROPERTY

6.1 General

- 6.1.1 Any works that involves digging the soil and/or hard landscaping shall be performed only after obtaining the necessary clearance from the Managing Agent and this is due to essential services being located 300mm-400mm below the surface of residential Homes. Major landscape improvements include (but are not limited to) construction of irrigation systems, swimming pools or other external structural elements or works.
- 6.1.2 Community Users are prohibited from sinking or digging water wells anywhere within their private property.
- 6.1.3 Community Users must not make modifications to structural walls (including boundary walls), interior house layout or plumbing, mechanical and electrical systems, landscaping or to any part of the Common Use Facilities, without the prior written Approval from The Managing Agent. All documents detailing such changes must be approved in writing by the Managing Agent and the Relevant Authority before works commence.
- 6.1.4 Community Users must not make any modifications affecting the appearance of the exterior of any property, including but not limited to balconies, awnings, lawns, canopies, sun shades, fencing, air conditioning units and related equipment, fans, screens, gutters, storm doors, satellite dishes, external radio or TV antennae and enclosures of any kind such as gazebos, pergolas, sheds, painting of the exterior, permanent decorations or any other changes without the prior written Approval of the Managing Agent. All documents detailing such changes must be approved by the Managing Agent and the Relevant Authority before works commence.
- 6.1.5 Community Users must not install any wiring and/or piping for any purpose which is otherwise visible on the exterior of their property or other properties.
- 6.1.6 Community Users must not carry out any work in or to any property or part of the Common Use Facilities.



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

6.2 Balconies/Outdoors

- 6.2.1 Private function to be held on the outdoor area/balconies within the Community user property is not permitted without the approval of The Managing Agent.
- 6.2.2 Community Users must not make any structural changes to their balconies without the prior written Approval of the Managing Agent.
- 6.2.3 Community Users should maintain the attractive exterior appearance of the Master Community by keeping their balconies in a clean and tidy condition.
- 6.2.4 Balconies should not be used as storage areas for any items other than seasonal furniture.
- 6.2.5 Linen, clothing, curtains, rugs, mops, laundry, and other articles should not be shaken or hung on any of the balconies or railings of Community Users' properties.
- 6.2.6 Installing Satellite dishes is balconies or on the building façade or other common areas is prohibited

6.3 Yards and Landscaping

- 6.3.1 Community Users are solely responsible at their own expense for developing and maintaining the landscaped areas within their individual properties. Such maintenance includes keeping shrubs, trees, grass and other plantings neatly trimmed, properly cultivated and maintained.
- 6.3.2 Planting Conocarpus trees including Damas trees is strictly prohibited anywhere within the Master Community.
- 6.3.3 The Managing Agent, at its sole discretion, will determine an acceptable condition of landscape and yard maintenance.



- 6.3.4 Community Users are prohibited from removing trees, large plants or shrubs, grass or other plantings in violation to the Villa Design Code without prior approval from The Managing Agent.
- 6.3.5 Community users must respect at all times adjoining Community Users' right to quiet enjoyment of their properties, Community Users must not restrict or obstruct their neighbours' views, beaches or/and waterways or direct sunlight within the Master Community.
- 6.3.6 Community Users must not plant on or landscape any part of the Common Use Facilities unless an approval of the Managing Agent is obtained.

6.4 Exterior Appearance

Community Users must maintain at all times the exterior appearance of their properties in a manner which befits the high standard of development contained within the Master Community to the reasonable satisfaction of the Managing Agent.

6.5 Lighting

- 6.5.1 Spot lights and/or halogen lights must not be oriented towards or on a neighbouring property including adjacent and opposite villas.
- 6.5.2 Decorative lighting for private celebrations such as weddings, parties or other events requires the Managing Agent prior written Approval.
- 6.5.3 Temporary holiday or festival lighting is permitted during Eid and other religious, festive and official National holidays.
- 6.5.4 Flashing decorative lights or lighting that creates glare visible from outside a property should not be installed.



7 Plots

For each plot, the owner and engaged contractor(s) shall ensure that the following are followed at all times:

- 7.1 No work shall be carried before 07:00 HRS or after 17:00 HRS or Fridays or public holidays. Working during any of those timing would require the approval of the Managing Agent.
- 7.2 Installation of hoardings must take a place before commencing any work on site.
- 7.3 NO labor camp and/or any sort of accommodation shall be provided inside the plot or any other area within the Master Community
- 7.4 The contractor shall provide all the necessary welfare facilities for the labors within the plot boundaries. If use of another area is required, prior approval from the Managing Agent would be required
- 7.5 The contractor shall ensure minimum interaction between the labors and the Community Users at all times.
- 7.6 Site security to be provided for the plot during construction.

8 VISITORS

- 8.1 For gated communities, Community User shall follow the security requirements where applicable to allow entry of their visitors, contractors & service providers.
- 8.2 The Community User is solely responsible for any activities, behavior, loss, damage or accidents carried out by her/his visitors, domestic staff, maintenance staff and service providers.