



# HOMEOWNER & RESIDENT MANUAL







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**ELECTRICITY AND WATER CONNECTIONS**

Dubai Electricity & Water Authority (DEWA) provides all of Dubai with its electricity and water supply, as well as managing sewerage. More information can be found on their website: [www.dewa.gov.ae](http://www.dewa.gov.ae)

The original water and electricity connections for Midtown were made during construction and for this reason, DEWA will treat your application as a 'reconnection'.

It is your responsibility to arrange a personal account and a permanent connection of services to your unit.

In case of any outstanding dues please contact Deyaar Community Management for assistance.

**CHILLED WATER SERVICES FOR AIR CONDITIONING**

District Cooling Services are provided by Nationwide. More information can be found on their website: [www.customer.deyaar.ae/](http://www.customer.deyaar.ae/)

It is your responsibility to arrange for a personal account and permanent connection of services to your unit.

**TELEPHONE, INTERNET AND TELEVISION SERVICES**

Midtown has been constructed with wiring already installed and ready to receive services when from DU, More information can be found on their website: [www.du.ae](http://www.du.ae)

**LPG SUPPLY**

For LPG (gas) supply please contact Gas Integrated Solutions via 600 560 136 or [customercare@aquacool.me](mailto:customercare@aquacool.me). The online registration process can be completed via the Aquacool Website [www.aquacool.me](http://www.aquacool.me)

**MOVE IN AND OUT REQUESTS**

Residents to submit requests via the Customer Portal with supporting documents. All requests should be submitted two working days prior to the moving date. Moving is permitted Sunday to Friday 9 am to 5 pm. The Customer Portal can be accessed via: <https://customer.deyaar.ae/>

**RECEIVING MAIL**

Emirates Post (Empost) is the provider of postal services. In Dubai, post is not delivered door to door but to registered PO Boxes. For more detailed information on the services offered by Emirates Post please visit their website: [www.emiratespost.ae](http://www.emiratespost.ae)







# INTRODUCTION TO MIDTOWN BY DEYAAR DEVELOPMENT PJSC

Midtown, located in Dubai Production City, the heart of Dubai's growth corridor, is a signature township that offers an active lifestyle with world-class amenities. The construction area of 5.5 million sq. ft. is divided into four districts with a cluster of buildings within each complex. The residential complex comprises buildings from six to sixteen floors, each with a choice of studio, one, two, and three-bedroom apartments. These contemporary residences are built around urban living experiences - a landscaped piazza that stretches over a kilometre, lively community parks, open lawns, children's play areas, and quiet relaxing corners. A multi-utility retail boulevard features fashion boutiques, book shops, stores, pharmacies, supermarkets, restaurants, and cafes – adding to the convenience. There is so much to do at Midtown. Stimulating sports courts, relaxing family and lap pools, an inspiring jogging track, and a dedicated day-care facility add to the experience of living in a vibrant community that is a melting pot of cultures.

## Midtown amenities include:

- Multiple play areas
- Interactive splash pad zone with state-of-the-art water play equipment
- Water features
- Shaded seating areas
- Play area and playhouse
- Paddle tennis court

## Services available in the community include:

- Security
  - Cleaning
  - Pest control
  - Landscaping
  - Waste management
  - Specialised services
  - Concierge
- 





# ESSENTIAL GUIDELINES

Please refer to your Sales and Purchase Agreement and the Master Community Declaration; any intermediate or future changes regarding ownership of jointly owned property in the Emirate of Dubai shall be applicable and binding between all parties as directed by the Government of the United Arab Emirates and/or the Emirate of Dubai or any ministry, department, municipality or any regulator or statutory authority.

## DEFECT LIABILITY PERIOD (DLP)

The Completion Date is the building/project is certified as per the Building Completion Certificate which is issued by the relevant authorities and the Contractor's Taking Over Certificate (TOC). Please note that during the first 12 months from the Completion Date, a construction Defects Liability Period (DLP) exists. This only relates to failure or malfunction of the equipment but excludes failure caused by daily wear and tear, damage, negligence or incorrect maintenance of equipment, including all fittings and fixtures.

Please note, all deficiencies which are not recorded at handover and/or occupancy within the 12-month DLP are entirely the responsibility of the Owner. During this DLP period your comments will be forwarded to the Main Contractor and are subject to the assessment if the Consultant and/or the 'Projects Team'. Minor observations that do not prevent the occupation shall be made good by the contractor at a suitable time within the 12-month DLP. Such minor observations should not affect beneficial occupancy of your unit.

## INSURANCE

The development is under an all-risk policy limited to its common areas and common infrastructure. All Owners/Occupiers must take out a general public liability, consequential damage and fire liability insurance policy to cover their own unit contents and personal effects. Deyaar Development PJSC and the Management Entity will not be responsible for any consequential damage caused within the apartment(S) due to any failure attributed directly or indirectly to the operational of the building.

## POWER WATER AND UTILITIES

Please note that upon commencement of handover as notified in the Notice of Completion, the utility connections may be disconnected in all the units. Any consequential damage caused by lack of power and air conditioning to the unit is the sole responsibility of the unit owner and such damage will not be covered under any warranties during the Defect Liability Period.

In the event it is deemed necessary to leave power and air conditioning on to minimize shrinkage cracks on wall surfaces and joinery effects in non-handed over units, any charges levied by utilities providers, including the Building Management Group or the Residential Owners Association, will be the responsibility of the unit owner.

## SERVICE CHARGES

The annual Service Charge is to be paid by all owners at the prevailing rates approved by the Real Estate Regulatory Agency (RERA). These charges are for the services and maintenance of the common areas only and do not pertain to any services within units.

You must ensure that all payments are made in a timely manner to avoid penalties being levied on your account. Non-payment of the Service Charge could result in access restrictions to the common facilities including parking, gymnasium, swimming pool, etc.

The Management Entity may take action, including proceedings in the relevant courts, against any owner that is in default of payments to the Jointly Owned Property.

## SAFETY

At completion, a fire extinguisher and fire blanket are provided in each unit. There are also smoke detectors and sprinklers installed at various points in the unit. Please ensure you conduct regular checks of all these items to ensure that your occupants and investments are protected. This information must also be passed on to the occupants / tenants of the unit.

Barbecues or any other form of cooking on the balconies, constitutes a fire hazard and is strictly prohibited. Please note that lifeguards are only on duty during certain hours. Outside of these hours swimming is prohibited.

## ETIQUETTES

Though Dubai has a multi-cultural, multi-racial and a very tolerant society, please be sensitive to the local culture and customs while using the swimming pool areas, gymnasium, steam rooms and any other common or public areas, especially regarding dress codes, inappropriate behavior and beverages consumed in public.

Please refrain from any activities which may be considered inconsistent with the cultural values and sensitivities of the UAE.

Use of and presence in the common area facilities is entirely at the risk of each and every user. Neither the Developer nor the Association, or the Building Management is 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 in the common area facilities by the users.

Nuisance residents should not undertake any activity which could be considered a nuisance or offensive to others, including, but not limited to noises, odour, smoke, vibrations and obstructions of views.

Residents are expected to treat the building staff 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 authorities.

Please note there are restrictions on the number of occupants per unit depending upon its size. The building management shall notify owners of any violations and it is the owner's sole responsibility to ensure that their unit(s) and occupants comply with the relevant regulations. Failure to act upon the notification will result in fines and possible eviction by the concerned authorities.



YOUR ROLE AS A HOMEOWNER

- Your role as an owner during the first occupancy is very important. Please ensure you carry out the following currently:
- Read the Operations Manual
  - Use and maintain your equipment properly
  - Do not cover the walls with wallpaper or any decorative covering/plastering within the DLP as you may not be able to see any cracks or leaks that occur within the period
  - Do not attempt to fix any problems detected or identified, which pertain to the DLP or warranty

COMMUNITY MANAGEMENT

Deyaar Community Management has been delivering premium solutions to customers for over a decade. We have an international team with extensive industry knowledge and technical expertise is committed to delivering premium services.

Services are tailor-made to meet customer requirements derived from Jointly Owned Property Laws. We protect and enhance the value of assets within communities through professional administration, diligent contract supervision, and cost control.

We apply innovative solutions and pioneering technology to increase the tangible value at every stage of the property lifecycle. With our portfolio of over 10,000 units across 40 Communities, Deyaar Community Management understands the standards of service and care required to create happy, vibrant communities.

Deyaar CM provides an extensive range of services, allowing communities to enjoy unparalleled experiences.

HOW ARE SERVICES FINANCED?

The Service Charge, which you pay each year, is a fair contribution towards the maintenance of the common areas of the development.

The Service Charge for the first year will be specified in your final invoice. These are based on current estimates of costs. Should the actual cost exceed the Service Charge, the management reserves the right to raise additional invoices to cover the operational cost, subject to producing the approved audited reports and final RERA approval. As per prevailing laws, the Service Charge includes contributions for a Reserve Fund.

Incorporated within the Service Charge will be the Master Community Service Charge, as invoiced by the Master Developer. Each year, audited accounts will be produced to clearly show the costs incurred by and on behalf of the Owners Association in the operation of the building. At the same time a forecast of future operating costs will also be produced. Both of these reports will be available to homeowners as Owners Association members.

**WHAT IS COVERED IN THE SERVICE CHARGE AND WHAT ISN'T?**

The adjacent table provides a brief summary on the service charge inclusions.

MASTER COMMUNITY SERVICE CHARGES

The Master Community Service Charge will be shared by each individual unit owner and is incorporated into the Service Charge, which covers items such as sewage systems, maintenance of roads and landscaping, including utilities, as well as all other facilities considered components of the community.

COMMUNITY FEES, SERVICE CHARGES AND FALIURE TO PAY

Failure to pay the invoiced Service Charge will create cash shortage in the property account. This will result in non-payment of important services, which are required for the smooth functioning of the building.

In the event of non-payment of service charges by owners, some services may have to be discontinued. These could include:

- Cleaning
- Security
- Planned preventive maintenance of equipment
- Power supply to the Community
- Air conditioning within the building
- Swimming pools, recreational areas and facilities

| TYPE OF SERVICE  | INCLUDED IN SERVICE CHARGES | EXCLUDED IN SERVICE CHARGES (OWNER RESPONSIBILITY) |
|--|-----------------------------|--|
| Cleaning of all common areas   | ✓                           |  |
| Cleaning inside the unit   |                             | ✓  |
| Security of common areas of building   | ✓                           |  |
| Security within the unit   |                             | ✓  |
| Provision and maintenance of fire detection and alarm equipment to building common areas | ✓                           |  |
| Maintenance of building common areas   | ✓                           |  |
| Master Community Services and Charges  | ✓                           |  |
| Maintenance of mechanical and electrical equipment within building common areas          | ✓                           |  |
| Maintenance and repair of mechanical, equipment, fixtures and fittings within the unit   |                             | ✓  |
| Maintenance of plants, decorations and general environment outside the unit              | ✓                           |  |
| Payment of utility bills for common areas  | ✓                           |  |
| Payment of utility bills for the unit  |                             | ✓  |
| Costs associated with air conditioning within the unit                                   |                             | ✓  |
| Costs associated with air conditioning within common areas                               | ✓                           |  |
| Pest control to building common areas  | ✓                           |  |
| Pest control to the unit   |                             | ✓  |
| Removal of waste from the building   | ✓                           |  |
| Removal of waste from the unit   |                             | ✓  |
| Gymnasium, health club and equipment maintenance   | ✓                           |  |
| Swimming pool cleaning and equipment maintenance   | ✓                           |  |
| Insurance of building, common areas and common equipment                                 | ✓                           |  |
| Insurance of the unit, contents and personal effects                                     |                             | ✓  |

RESERVE FUND

The building has several civil, mechanical, electrical and plumbing components. Each component has an expected life span. At the end of their life span such components and equipment need to be replaced. Similarly some elements may need to be upgraded to meet new regulations or operational requirements.

The Reserve Fund allows for budgeted expenses to be kept aside in safe investments to build up a fund to finance these major replacements/refurbishments/improvements in the future. The Reserve Fund will form a part of the Service Charge.

SECURITY

The building is protected by an external service provider under the direct control and supervision of the management office. Security personnel are stationed on site 24 hours a day, including public holidays.

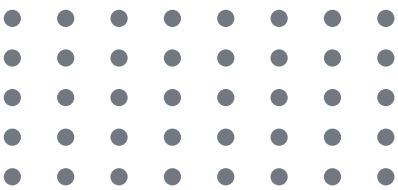
Some of the functions of the guard force are:

- Security of the common areas of the development
- To control/monitor car park and vehicle presence
- To control and oversee external parties/contractors whilst on site

- To report any incident of theft/loss/damage to building management
- To enforce Community Rules
- To monitor use of lifts
- To take charge of emergency incidents
- Visitor management - all visitors should register with the Front Desk to gain access to the residential areas

FIT OUT AND ALTERATIONS

All fitting-out and alteration works are only permitted with the consent of the Building Management. Owners/occupiers are requested to contact the Management Office to discuss the extent and nature of works at the earliest date in order that all assistance can be given. Please email [fitout@nationwide.ae](mailto:fitout@nationwide.ae) for assistance.





## MANAGEMENT FUNCTIONS

The function of the management is to provide and oversee the following services:

- Building operations
- Budget preparation and approval
- Procurement of supply agreements
- Invoicing of charges to owners
- Administration of Jointly Owned Property
- Common area security
- Common area housekeeping
- Common area maintenance and repair
- Common area utilities
- Common area landscaping

The annual Service Charge is payable by each owner towards common expenses for utilities, administration, maintenance and insurance of common property apportioned to each owner in accordance with participation quota. This does not cover any expenses incurred on any item inside the unit. This includes the Master Community Services and Charges (MCSC) but excludes Levies that may be introduced by relevant authorities or service providers from time to time.

## HOUSEKEEPING

The common areas of the building are to be cleaned and attended to by a specialized cleaning company. Its remit includes:

- External pathways and driveways
- External facades
- All car parking areas
- Main entrance lobby, all lift lobbies, common passages, corridors, and stairwells
- Elevator cars
- Communal areas including swimming pool deck, health club

## UTILITIES

The Management Office will take regular meter readings (where applicable) for electricity and water for the common areas. All occupiers have to sign up directly with DEWA for supply of water and electricity, and Nationwide for cooling; contact details for each of these services are given later in this document.

## ACCESS TO UNITS

If you misplace your keys, please inform the Police. On completion of the Police procedures and upon receipt of the Police report, please inform the management and produce the report (permitting the lock to be broken) and an identification card (for verification). We can then force entry and change the lock for the owner upon payment of the applicable charges in force at that time. Please note that we do not retain any spare keys for the apartments.

In the event of an emergency incident, it is important that the Building's Management Office have the contact number of at least one of the occupiers. All occupiers are requested to ensure that the Management Office is kept fully informed of key holders contact details by completing the appropriate form.

In case no key holder is available during an emergency, the Management Office reserves the right to enter the unit and take the necessary preventive and/or corrective action.

## EMERGENCIES

Midtown is closely monitored to ensure the design meets the safety standards set by the Master Developer and Civil Defence. The main staircases and doors are all fire rated. Please familiarise yourself with the following sections on safety tips and guidelines.

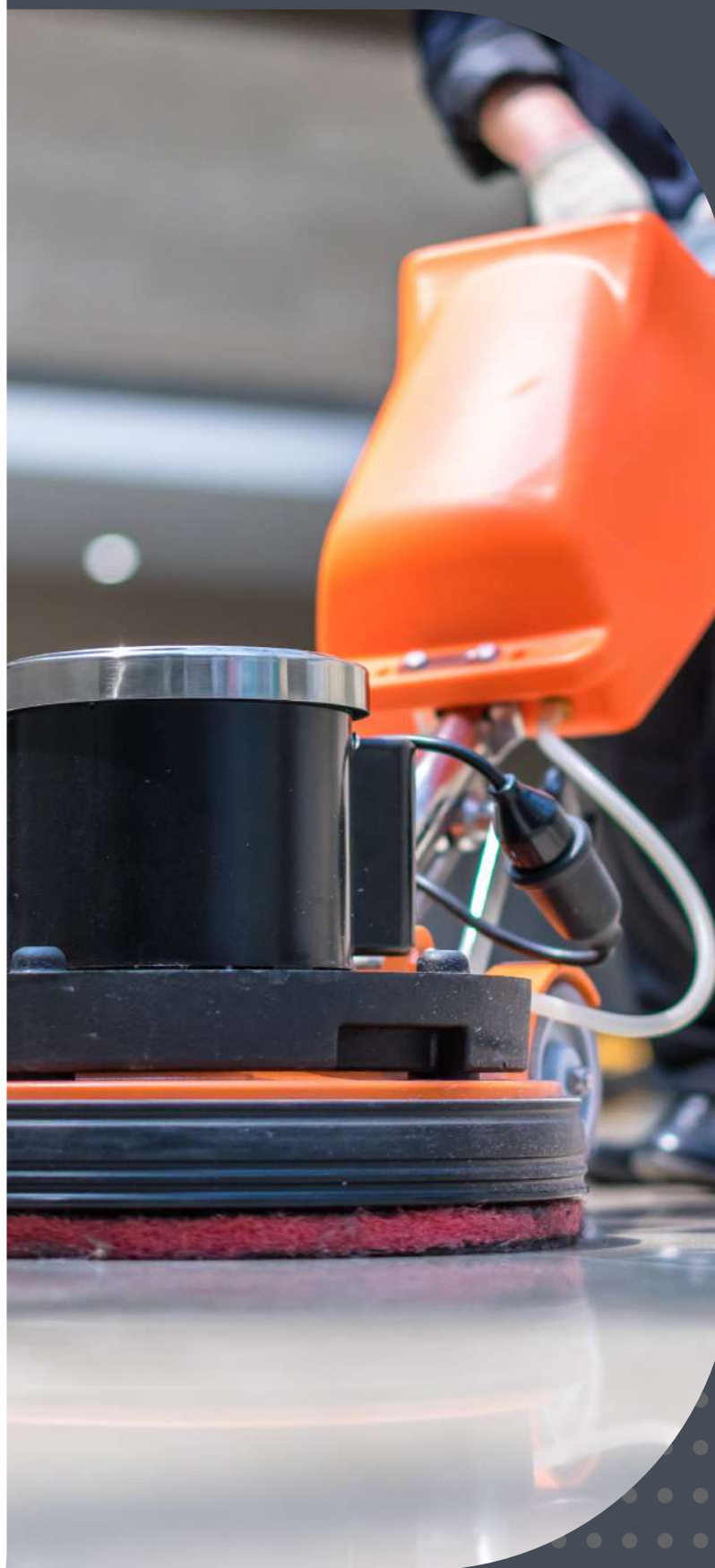
## SAFETY TIPS AND GUIDELINES

Upon hearing an alarm, please be prepared to evacuate the building. Should a fire alarm activate, the electronic system will indicate the zone or point of sensor activation which will be investigated immediately.

Every unit has been fitted with smoke detectors, sprinklers fire extinguishers and fire blankets. As a part of the safety system all parts of the building are monitored by fire detection equipment which are connected to automatic alarm systems. There are also direct connections to Dubai Civil Defence on a 24/7 basis to monitor the building continuously.

Members of the management team are stationed in the community 24/7 to monitor alarm systems.

**DO NOT USE THE ELEVATORS DURING A FIRE.**



## PLANNING

- It is useful to know how to deal with different types of fire
- Have a pre-determined plan of action in case of emergencies
- Plan and remember the escape routes (follow the Evacuation Plan placed at your floor level)
- Know the location of fire extinguishers, 'Break Glass Stations' and fire exits

## PREVENTION

- Ensure that the cooker and oven and the area around them are clean and clear
- Do not use an electrical appliance if the cord is worn or frayed
- Regarding appliances - do not exceed the recommended wattage
- Never store flammable materials indoors or from balconies
- Never dispose of cigarette butts by throwing them from the balconies or windows

## RETURNING TO THE BUILDING – WHO DECIDES?

Once the cause of the evacuation has been identified and the appropriate persons are certain that it is safe to do so; you will be allowed to return to the building. In the event of fire evacuations, the decision to return is normally made by the senior Fire Officer in attendance in co-ordination with a member of the management team.

## WHAT TO DO IF AN APPLIANCE CATCHES FIRE

- Disconnect the electric current safely, and do not touch the appliance
- Inform the Civil Defence Department on 997
- Carefully try to extinguish the fire by use of an appropriate method, provided that the fire has just started, otherwise immediately exit the premises and raise an alarm
- Wait for Civil Defence to arrive
- DO NOT use water or water-based extinguishers to combat an electrical fire

## IF THERE IS SMOKE

- Use a wet cloth tied over your nose and mouth
- Crawl low under the smoke to the fire exit counting doors so you do not get lost
- Do not attempt to go through thick smoke - you could get lost - return to your room or use alternate stairwell if possible

- Do not go to the roof; smoke and heat entering a stairwell usually rise to the top of the stairwell and doors leading to the roof may be locked
- If the stairwell is clear of smoke, exit the building; there is more than one exit stairwell
- Hold on to the rail when going downstairs
- Go to the designated assembly point



**IF YOU ARE TRAPPED BY FIRE**

- Try to stay calm and do not panic
- Go in to a room - preferably one having an external window and shut the door behind you
- Shout for help from the window, do not jump, wait for the fire department
- Do not open the exit door if the door or handle is hot to touch - if necessary throw water on the door to keep it cool and damp
- Place blankets, clothing or rugs at the bottom of the door to keep out smoke
- Turn off the air conditioning
- Remain calm and listen carefully to any instructions the authorities issue

**PROTECT YOUR UNIT FROM FIRE HAZARDS**

- Inspect your electrical systems annually and test your earth leakage trips monthly
- Comply with safety practices in the kitchen and when using electrical appliances
- Keep flammable material out of children's reach
- Conduct checks via certified contractors on your extinguishers, smoke and gas detectors

**EXTINGUISHERS AND FIRE BLANKETS**

- Regular servicing of fire extinguishers is highly recommended
- Familiarize yourself on the safe and appropriate usage of fire extinguishers and fire blankets

**PROTECTIVE AND PREVENTATIVE MEASURES UPON DISCOVERING A FIRE**

Specific Instructions are provided in various parts of the development, including your floor. It is important that you read and are familiar with these. The first and most important rule is to raise the alarm and calmly evacuate to a place of safety. Activate the fire alarm using the 'Break Glass Stations' situated throughout the building. Unless absolutely necessary, and for your own safety, do not attempt to fight a fire. This can be very dangerous and is best left to those trained to do so.

**IF YOU DISCOVER A FIRE WHICH CANNOT BE EXTINGUISHED SAFELY AND IMMEDIATELY**

- Do not panic, keep calm
- Get everyone out of the room where the fire is and close the doors and windows
- Ensure everyone evacuates the area
- Raise an alarm using a 'Break Glass Station'
- Inform the Front Desk and Civil Defence Department



**FIRE EVACUATION**

- Be familiar with the alarm/emergency sirens in the building
- Be familiar with the emergency exits and routes - DO NOT use the elevators
- On hearing the alarm - never assume that it is a false alarm
- Feel your door handle before opening the door, if it feels warm, fire and smoke could be on the other side. Brace yourself and open the door carefully to check the conditions of the corridors
- If the conditions are clear, move quickly to your nearest exit stairwell closing all doors as you leave
- Open the stairwell door carefully and if clear, proceed to exit the building
- Go to the designated assembly point

**TESTING OF EMERGENCY EQUIPMENT INCLUDING ALARMS**

- It is recommended by the Community Management/ Developer and Dubai Civil Defence that owners/ occupiers ensure all systems are fully tested on a regular basis. It is important that you immediately rectify any problems with your system.
- Please remember that this is for your safety and so your co-operation will be much appreciated.

**MEDICAL AND OTHER EMERGENCIES**

In cases of a medical emergency, occupants should call 998/999 directly from their unit. This will allow the operators to identify where the call has originated from in case of a disconnection. Following notification to the emergency services, please notify the Security Supervisor in your community to allow us to prepare for the arrival of the emergency vehicles and crews.

**ELEVATORS**

**DO NOT USE AN ELEVATOR DURING A FIRE.**

- However, in case of emergency while in an elevator, please use the intercom to raise an alarm.

**RESPONSIBILITIES FOR SECURITY AND SAFETY**

Whilst every effort is made to maintain security in the designated parking areas, neither the Community Management, or any of their contractors involved in the management or operation of the development, will be held responsible for damage caused to vehicles or property whilst within the development. It is the responsibility of each individual to ensure that appropriate and adequate insurance is in force with respect to all such risks.

Management will make every effort to ensure that such insurance is also in force with regard to the vehicles of any contractors under their employ or direction.





PARKING

At the time of handover or shortly thereafter, the owners receive their parking access cards where applicable at the Management Office. All tenants should check with their respective landlord for the unit's allocated parking bay (if applicable). No unauthorised vehicles will be allowed access to the parking areas within the building. A charge of AED 250 will be payable in order to obtain a replacement Access Card.

Please provide us with the details of your car and its registration number so that the Security Team can control and monitor unauthorised vehicles within the premises without inconveniencing you .

Residents are required to follow the directional arrows and strictly drive at designated speed limits, or slower, at all times. Headlights are recommended when driving in the car park. Riding bicycles, skateboarding, playing of ball games, roller-skating or similar games are strictly prohibited in the car park for safety reasons. Owners/ residents are responsible for keeping their parking spaces clear and clean. Work on vehicles (eg: oil changing, mechanical work, or detailing) is not perm itted in the car park.If it is necessary for the staff to clean up oil spills, the owner of the vehicle or the tenant on record will be billed for the time and materials used.

Other than bicycles, open parking spaces may not be used for storage. Items left in a parking space for more than 24 hours are subject to removal by building management, with the cost of removal to be paid by the unit owner.

**REPORTING FAULTS AND PROBLEMS**

Deyaar CM undertakes numerous tests and conducts rigorous quality assurance to deliver a premium services synonymous with our brand. However like all new things there is always a chance once a property is occupied and settled, an issue may arise.

Should you experience any issues or faults, these can be easily reported to Deyaar CM via [mesk@Deyaarcm.ae](mailto:mesk@Deyaarcm.ae), by calling on **800-600-DCM(326)** or via the customer portal.

Our specially trained staff will contact you to fix an appointment to assess the concern and raise a service request in our system. Service requests are essential and raised to ensure all requests are tracked, followed up and closed to your satisfaction. Once a request is received, our team will liaise with the contractor(s), who will tend to the defects defect. if under within the 12-month Defect Liability Period (DLP) which commences from the mentioned date of Completion.

It is important to note, it is the occupant's responsibility to complete preventative maintenance and any other work in line with the manufacturer's requirements in order to maintain warranties du ring the DLP period. Any other faults can be assessed and dealt with accordingly, however these may be at a cost to the owner.



CONSIDERATE NEIGHBOUR GUIDE

With the aim of promoting harmony and happiness amongst the owners/occupiers, below are a few dos and don'ts within the development. There are some rules that generally apply to all jointly-owned property developments. You must abide by these and ensure that any occupiers do to. In general terms, you must not:

- Use or let common property be used in ways that can interfere with or prevent its use by other members or occupants of the building or their families or visitors
- Park a vehicle or let one be pared on the common property to cause obstruction or in any please other than in a specified parking area
- Use or let a unit be used for any purpose which may be illegal or injurious to the reputation of the development or cause a nuisance or hazard to an other member of the community or occupier of any unit or their families or visitors
- Make or allow undue noise in or about the common property or any unit
- Make or allow music or equipment noise which may be heard outside a unit between the hours of 10 pm and 10 am

PARKING

- Don't over-rev the engine of your car or motorcycle early in the morning or late at night
- Avoid slamming doors or shining headlights into your neighbor's windows late at night
- Be sure not to block anyone's access, or park too closely to their vehicle
- Park in your allocated parking space
- Do not enter the community with additional vehicles

NOISE

- Be aware of shared walls or people living above/ below you
- Do not scrape furniture across the floor - stick felt circles to the ends of chair legs
- Avoid decorating/drilling walls between 10pm (latest) and 10 am
- If you're having a few friends over, give your neighbours some notice - better still, invite them!

KEEP YOUR OUTSIDE SPACE CLEAN AND ORGANISED

- Keep your balcony tidy
- Trim trees/shrubs with maximum height of 80cm to avoid encroaching on neighbour's property
- Balconies are not to be used for barbecues (or any other form of cooking) or shisha
- Modifications or any structural changes of any manner are not permitted
- Don't hang anything over balcony railings (eg: beach towels, laundry); or use your balcony to store unsightly items
- Please be particularly cautious if small children have access to your balcony(ies)
- Do not to allow anything to fall from your balcony; you may become liable for any damage or injury caused by such incidents

GARBAGE

- Do not leave garbage in the chute room
- Put garbage in sealed/tied bags before putting down the chute
- Avoid using the garbage chute at antisocial hours as it can disturb neighbors

IF YOU HAVE AN ISSUE WITH A NEIGHBOUR

- Be aware of shared walls or people living next/ above/below you
- Do not scrape furniture across the floor - stick felt circles to the ends of chair legs.

SMOKING

Whilst smoking within your unit is entirely your decision, we have listed those areas where, out of respect and consideration to non-smokers and also in the interests of safety, smoking is not permitted. Smoking is not allowed in all common areas unless it is a designated smoking area. This includes:

- The carpark
- Any lifts
- The gymnasium
- The children's play area
- The residents' lounge
- Corridors leading to units and in lift lobbies
- Garbage rooms or garbage chutes
- Reception areas
- All other common areas of the building
- The swimming pool

Always ensure that you put your cigarettes out properly and dispose of the butts in the ashtrays where provided.





# SUSTAINABILITY

## MANAGE YOUR ENERGY CONSUMPTION

In today's world, energy and its various demand costs have far reaching implications, not only the operation of a single home, but the entire building and community. It is important for everyone to be aware that they need to be more efficient energy consumers and to follow some simple steps to reduce the amount of energy they use. The following pages contain a few ideas on what you can do to help.

## SAVE POWER

- Lighting – LED bulbs are 90% more efficient, contain no harmful gasses and can last up to 20 years
- Switch off the lights when you leave a room
- Don't leave appliances on standby
- Don't leave chargers plugged in
- Switch everything off when you are leaving the property for long periods
- Laundry - choose the most energy efficient washing machine when you buy one; these days they can use the least amount of water possible according to the weight of your laundry
- Do your laundry on a short cycle, cold wash (bright colour setting) - it's better for your clothing and uses (90% less power than when doing a heated wash)
- Soak dirty items first and scrub colours etc.
- Ensure you do a full load of laundry at a time - don't waste water on one or two pieces
- Avoid using a drier and instead, dry your clothes naturally when possible

## KITCHEN APPLIANCES

- Only heat as much water as you require to make a hot drink etc - don't just fill the kettle
- Put lids on saucepans and gently simmer rather than rapidly boiling contents
- Try using a pressure cooker - it's quick and using less energy than other methods
- Use pots and pans the correct size for your hob ring - don't have gas flames licking up the sides of pans, instead turn the heat down to heat only the bottom of the pot
- Cook dinners in large batches and freeze portions to be reheated and served at a later date - this saves time and doesn't waste energy on cooking every night
- Don't buy a bigger fridge or freezer than you need
- Switch off power to the cooker for safety but this also switches the red sensor light off too

## AIR CONDITIONING

- Set to a regular temperature of 24 degrees centigrade and only use air conditioning in the room you're in
- Ensure that all windows and doors are closed completely when the air conditioning is in use; check seals are fitted properly so cool air is not lost unnecessarily
- Consider fitting shades or tinting to direct sun-facing windows
- In case you need to leave your air conditioning on while you are away, set the temperature between 26 to 28 degrees Celsius, on the low fan setting
- Have your vents cleaned regularly - request before and after photos from inside the vent - this will keep the air in your home healthy and ensure your system runs at its optimum in terms of energy too

## COMPUTERS

- Make sure that computers/laptops have energy saving features activated
- Turn your monitor off if you are going to be away from your computer for more than 15 minutes
- Screen savers do not save energy

## SAVE WATER

- Check for leaks in pipes, hoses and fittings and repair or replace any leaky equipment immediately
- Do not leave the water running when brushing your teeth, shaving or washing your hands
- Use your dishwasher when full as it will use the same amount of water in the normal cycle irrespective a full load of dishes or just a few items (same goes for the washing machine)
- Select the appropriate water level based on the load of laundry (use full loads whenever possible)
- Some people flush away tissues and other bits of trash in the toilet; use a waste basket instead and save gallons of water
- Install water saving shower heads and low flow faucet aerators
- Take shorter showers!
- If you wash dishes by hand, use a bowl full of water - don't simply leave the tap running as you scrub!
- Add a water saver in your toilet's cistern - be sure to allow at least 3 litres to stay in the tank so the toilet will flush properly



- What if a water pipe bursts in your unit? Do you know where the master shut off valve is located? You could experience flooding and property damage, not to mention immense water waste, if you don't locate the master valve and mark it for quick identification - be sure to show everyone in the family where it is
- Stop the drip - to stop leaking taps, check and replace:
  - Worn or broken washers
  - Damage to the washer 'seat' (inside the tap body)
  - Worn or broken 'O' rings (on the tap spindle)

## WHILE ON VACATION

- Ensure all appliances are turned off
- Switch off all water heaters
- Turn off water at the main shut off point
- Stop subscription of magazines and news paper deliveries
- Inform your utility providers of the dates you intend to be away
- Settle your power and water bills to prevent disconnection
- In case you need to leave your air conditioning on while you are away, set the temperature between 26 to 28 degrees Celsius, on the low fan setting

- Notify the Community Management office if you plan a long vacation
- Leave your pets at reputable animal care centres, or with a friend
- Leave enough bank funds to cover post-dated cheques and automatic payments like car instalments and loan repayments
- Don't leave behind dirty dishes; unwashed plates smell and attract pests

## WARRANTIES

It is recommended that the owner / occupier appoints a maintenance company to fix any faults in their apartment, in addition to a planned and preventive maintenance program. It should be noted that if you do not have a preventative maintenance program, your warranties would be void in case of a reported fault.





# MIDTOWN COMMUNITY RULES



The purpose of the Community Rules is to create and environment of social and harmonious living among owners and residents, in which all owners and residents can maximize the enjoyment of their homes and the development including various common area facilities. The rules will maintain preserve, enhance and protect the property values and assets of the building and are given by force the Jointly-Owned Property Declaration and will be uniformly enforces, with an enforcement Notice and applicable violation penalty. When in doubt, please use common sense and courtesy for the benefit of everyone.

## 1. GENERAL

General rules – Community Rules which apply to all Owners, Owners Associations, Unit Owners and their Occupiers: Obligations on Owners, the Owners Association, Unit Owners, their Occupiers and the application of the Rules and Regulations and the Master Community Declaration.

- I. Owners, Owners Associations and Unit Owners (to the extent these Rules and Regulations apply to Unit Owners) must comply with these Rules and Regulations and the terms and conditions of the Midtown Master Community Declaration and take all steps warranted in the circumstances to ensure that their Occupiers comply with the same.
- II. Any obligation under the Midtown Master Community Declaration or the Rules and Regulations on an Owner, Owners Association or Unit Owner shall be deemed to be an obligation which that Owner, Owners Association or Unit Owner shall procure that their Occupiers to comply with.
- III. Ignorance of the Rules and Regulations and the Midtown Master Community Declaration shall be no defence to any claim arising out of an Owner, Owners Association or Unit Owner breach of the same.

All Owners, Owners Associations and Unit Owners must comply with the following obligations:

- (a) maintain and keep clean and presentable their Single Ownership Component, Jointly Owned Component or Unit to a high standard;
- (b) comply with all health, safety, security, fire and civil defence requirements of the Developer, Master Developer, Relevant Authority and any other requirements under any Applicable Laws;
- (c) not lease their Single Ownership Components (in whole or in part) or Units unless their Occupiers are aware of and agree to be bound by the terms of the Midtown Master Community Declaration and the Rules and Regulations; ensure that their Single Ownership Component or Unit (including Parking Bays and Storage Areas) are used strictly for the purposes designed and not overloaded or overcrowded;
- (d) ensure that the Parking Bays and Storage Areas are not Alienated or otherwise disposed of other than with their associated Single Ownership Components and Units and in accordance with these Rules and Regulations;
- (e) observe the Applicable Laws and take all steps warranted in the circumstances to ensure that their Occupiers also observe the same;
- (f) ensure no inflammable, dangerous substances or hazardous chemicals shall be stored in any Single Ownership Components, Jointly Owned Component, Units, Component Common Areas and Storage Areas other than in accordance with the standards and requirements of the Developer, Master Developer and other Relevant Authorities;

- (g) ensure the Midtown Communal Facilities are not obstructed at all time unless on temporary basis with lawful excuse and appropriate approval from the Developer or Midtown Community Manager;
- (h) ensure the Midtown Communal Facilities set aside for safety or management purposes are not used for any other purpose;
- (i) comply with the restrictions imposed by the Developer or Midtown Community Manager from time to time in their sole discretion in relation to the use and right of use of the Midtown Communal Facilities;
- (j) abide by the relevant terms of any insurance policy;
- (k) follow the lawful directions of the Midtown Community Manager and any other agents and employees of the Developer and not obstruct them in the performance of their duty; and
- (l) comply with the terms of all easements, covenants and exclusive use rights and allow the Developer and the midtown Community Manager (including their agents, contractors and employees) access to the Single Ownership Components, Jointly Owned Components and Units for inspections and Works in accordance with the Midtown Master Community Declaration.

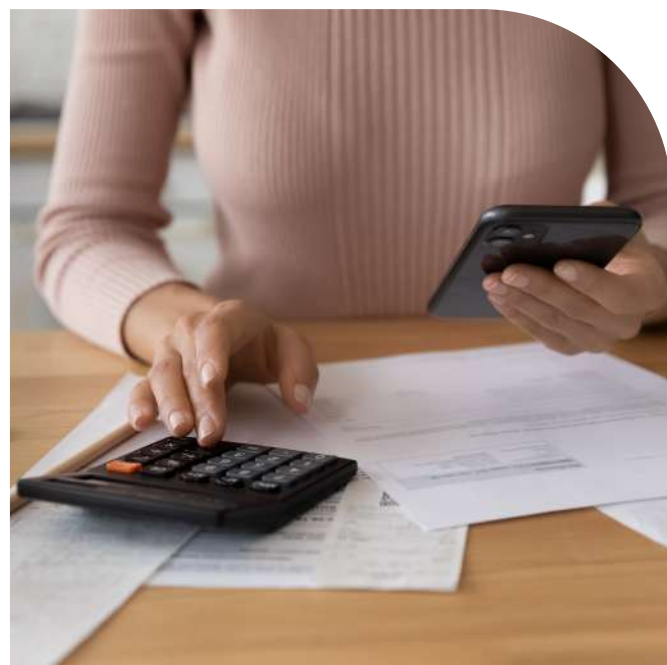


- IV. Owners, Owner Associations and Unit Owners shall be responsible for and promptly pay for:
  - (a) IMPZ Master Community Charges and Midtown Master Community Charges;
  - (b) water, cooling, electricity, gas, telecommunication and other utility connection and consumption charges; and
  - (c) any property or local authority taxes levied on the Single Ownership Component, Jointly Owned Component and Unit



V. In any event where an Owner, Owner Associations, Unit Owners or their Occupier fails to pay water, cooling, electricity, gas, telecommunication and other utility connection and consumption charges, the Owner, Owner Associations, Unit Owners or their Occupier acknowledges and accepts that (subject to the Applicable Laws) the utility services may be shut off by the utility service providers and the Developer and Midtown Community Manager bear no responsibility for any damage, loss or suffering that may be incurred by the Owner, Owner Associations, Unit Owners or their Occupier in such circumstances.

VI. When directed by the Developer and/or the Midtown Community Manager, the Owner, Owner Association or Unit Owner and any successors-in-title of the Single Ownership Component, Jointly Owned Component and Unit will be required to enter into agreement(s) for the exclusive installation, utilization and servicing of the infrastructure, information technology and communication services, any district cooling water system (for a Air-conditioning purposes) for use within the Single Ownership Component, Jointly Owned Component and Unit.



## 2. APPEARANCE OF COMPONENTS AND UNITS AND THE CONDUCT OF WORKS

- (a) Owners, Owners Associations and Unit Owners must not maintain in or on their Single Ownership Component, Jointly Owned Component and Unit anything which may be viewed from the exterior which is not in keeping with the Midtown Master Community Declaration and Developer's requirements unless the same have been approved by the Developer.
- (b) The Developer shall be entitled to set down standards and requirements in relation to the maintenance, repairs, cleanliness and presentation of all Single Ownership Components, Jointly Owned Components and Units which Owners, Owners Associations and Unit Owners must comply with.

- (c) Satellite dishes, flags, displays, awnings, clothes lines and other external fixtures or furnishings are not permitted without the prior written consent of the Developer or the Midtown Community Manager.
- (d) Owners, Owners Associations and Unit Owners will not undertake any Works (as described below) to their Single Ownership Components, Jointly Owned Components and Units (other simple than decorative works to the interior) without the prior written consent of the Developer and other necessary approvals (if required) from the Master Developer and the Relevant Authority. For the avoidance of doubt the following shall comprise and constitute the Works:
- I. changes to the colour of any surface visible from outside the Single Ownership Component, Jointly Owned Component and Unit;
  - II. changes to the type or quality of the materials used (unless such materials are of a higher quality approved by the Developer);
  - III. changes to the reflective nature of any exterior surface;
  - IV. changes to the soundproofing qualities of any materials or surface;
  - V. the addition of any sunscreen or sun shading device (including the erection of any awning, pergola, pagoda, aerial or other structure visible from the exterior);
  - VI. changes to the nature of any hard surface, paving or walkway visible from the exterior;
  - VII. changes to the external lighting;
  - VIII. the addition or removal of any signage;
  - IX. works to any boundary walls, easements or structures in common with any other Owner, Owners Association or Unit Owner;
  - X. Changes, additions to or removal of any utility services or other infrastructure;
  - XI. the addition of furniture or other items intended for terrace or balcony areas (where visible from the exterior of the Single Ownership Component, Jointly Owned Component or Unit);
  - XII. the installation of decorations or other installations of a temporary or permanent nature such as clotheslines (where visible from the exterior of the Single Ownership Component, Jointly Owned Component or Unit);
  - XIII. the landscaping and the planting and maintenance of potted plants or trees where visible from the exterior of the Single Ownership Component, Jointly Owned Component and Unit and installation of irrigations systems;
  - XIV. the installation of equipment and machinery;
  - XV. any structural alterations of any kind; and
  - XVI. any works that may have the potential to affect fire, security, civil defence or safety aspects of the Midtown Master Community.

- (e) Where any Work could have the effect of undermining the operational, structural or aesthetic integrity of any Single Ownership Component, Jointly Owned Component, Unit or the Midtown Communal Facilities, the Developer may require that the Work be undertaken by contractors approved by the Developer and under the supervision and direction of the Midtown Community Manager or such other party or parties as the Developer may nominate ("Approved Consultant"). All costs will be to the account of the Owner, Owners Association or Unit Owner as appropriate.
- (f) The Midtown Community Manager, Developer or the Approved Consultant may make conditions if it approves a proposal to conduct Works. These conditions may include (but are not limited to):
- I. a reasonable time frame for the Works to be completed and access through any parts of the Midtown Master Community;
  - II. the hours and days during which the Works must be carried out;
  - III. the materials to be used and methods of construction to be adopted;
  - IV. provision for meeting the Developer's, Midtown Community Manager's and/or the Approved Consultant's costs, or the costs of any consultants or contractors retained by them to review any plan and supervise or conduct the Works;
  - V. the storage of materials;
  - VI. the contractors to be employed;
  - VII. the presentation of the site during the Works;
  - VIII. the provision of a performance bond or security deposit (to be determined by the Developer, Midtown Community Manager or the Approved Consultant at their discretion) having regard to the Works to be undertaken.



- (g) If the Developer's consent is given to complete Works, then in addition to any other conditions stipulated by the Developer, Midtown Community Manager and Approved Consultant, the Owners, Owners Associations and Unit Owners must also obtain all other necessary consents and approvals from all Relevant Authorities (including the Master Developer if required) before they carry out any Works.
- (h) If an Owner, Owners Association or Unit Owner alters, carries out any Work or improvement or fails to maintain their respective Single Ownership Component, Jointly Owned Component and Unit in accordance with the Developer's requirements or directions, the Developer may take all steps warranted in the circumstances to ensure the relevant Owner, Owners Association or Unit Owner carries out the necessary works to rectify the default. The Owners, Owners Associations and Unit Owners shall be responsible for and shall pay within thirty (30) days of demand any costs and expenses arising out of these actions.
- (i) In the event that Works are completed in breach of the requirements or directions of the Developer, Midtown Community Manager, Approved Consultant or the requirements of any Relevant Authorities (including the Master Developer if required) and no remediation is carried out when the relevant Owner, Owners Association or Unit Owner is directed to do so, the Developer or Midtown Community Manager may:
- I. require the responsible Owner, Owners Association or Unit Owner to remove the Works and make good any damage to any area caused by the Works or the removal of the Works, so as to reinstate the affected areas to the condition that these were in prior to the commencement of the Works at the cost of the Owner, Owners Association or Unit Owner; or
  - II. require the responsible Owner, Owners Association or Unit Owner to take all steps necessary to bring the Works into compliance with the Developer's or Midtown Community Manager's and/or Approved Consultant's requirements at the cost of the Owner, Owners Association or Unit Owner; or
  - III. undertake the remediation and charge the Owner, Owners Association or Unit Owner all reasonable costs incurred in doing so.

## 3. ENFORCEMENT NOTICE

- (a) Owners, Owners Associations (and should the Developer direct, Unit Owners) must promptly pay the Midtown Master Community Charges in accordance with the Midtown Master Community Charge notice and the Developer and Midtown Community Manager have the power to enforce the Midtown Master Community Declaration and these Rules and Regulations through the use of the additional enforcement notice procedures set out herein. Any such notice shall be without prejudice to the other rights of the Developer pursuant to the Midtown Master Community Declaration, including without limitation the right to



place lien title of any Single Ownership Component or Unit and sell the same by public auction to recover arrears in the Midtown Master Community Charges and the right to prohibit the Owners, Unit Owners and their Occupiers from the use and enjoyment of the Midtown Communal Facilities.

- (b) In any case of default or alleged default by the Owners, Unit Owners and their Occupiers, the Midtown Community Manager will investigate and consider the surrounding circumstances pertaining to the default and if in the Midtown Community Manager's reasonable opinion a default has been committed, the Midtown Community Manager may (without prejudice to the other rights and remedies of the Developer set out in the Midtown Master Community Declaration or these Rules and Regulations) serve an enforcement notice ("Enforcement Notice") on the Owners, Unit Owners or their Occupiers.
- (c) The Enforcement Notice must:
  - I. clearly identify the default; and
  - II. where the default is capable of remedy;
  - III. state what is required to remedy the default; and
  - IV. specify by when the default is required to be remedied; and
  - V. specify the consequences of not remedying any default, which consequences may include, preventing access or use of the Midtown Communal Facilities, enforcement through the courts and claims for damages, as well as penalties (over and above any claim for damages).
- (d) In the event the Enforcement Notice is not complied with within the time period stated in the Enforcement Notice, the Developer or the Midtown Community Manager may by further notice levy the monetary penalty and commence any enforcement action.
- (e) Any monetary penalty recovered shall be applied against the Midtown Master Community's and the Developer's costs and expenses.
- (f) At the date of this Midtown Master Community Declaration, the Developer shall be entitled to charge one percent (1%) per month as compensation on any sums due and payable by an Owner, Owners Association or Unit Owner under this Midtown Master Community Declaration and Rules and Regulations calculated on a daily basis from the due date until the date that the sums are paid in full ("Compensation") together with the Compensation calculated to the day of repayment. All payments made shall be first applied against any outstanding Compensation and then applied against any outstanding sum.



#### 4. CAR PARKING AREAS AND THE USE OF PARKING BAYS

- (a) The Developer will not be, nor will any of its agents be responsible for any loss or damage of any vehicles within the Midtown Master Community.
- (b) Notwithstanding that Parking Bays may form and be included in the title for the Single Ownership Component, Jointly Owned Component and Unit, the Developer and its agents have the unrestricted right to cross over, clean, maintain, repair and repaint the same and any surrounding areas including areas above or adjacent to any Parking Bay. In addition, the Owner, Owners Association or Unit Owner who owns a Parking Bay must ensure that no structure is erected upon any Parking Bay and that they are kept clean and tidy and free from any rubbish or debris and not be used for storage.
- (c) No vehicles shall be abandoned in any Parking Bay.
- (d) Vehicles parked in any Parking Bay should be parked within its marked boundaries and not overlap in any way.
- (e) With the prior approval of the Midtown Community Manager, boats or trailers may be parked in any Parking Bay (reserved to that Owner or Unit Owner) provided they remain within the boundaries of the Parking Bay and otherwise do not interfere with the use and enjoyment of any adjacent Parking Bay or the Car Parking Area in general.
- (f) Parking Bays designated for use by visitors or handicapped persons should not be occupied by Owners or Unit Owners (including any of their tenants) and should be used only for the purpose and timeframes specified by the Developer or the Midtown Community Manager from time to time and offenders may be towed at the offender's expense.

#### 5. STORAGE AREAS

- (a) Owners, Owners Associations and Unit Owners having rights to Storage Areas must keep these secure at all times. Content must be safe and no dangerous or inflammable chemicals shall be stored in these without the Developers prior written consent and in accordance with any specifications they may require. No foodstuffs shall be stored in these areas unless the same is in tins or securely stored so as to prevent smells or infestation by vermin or insects.
- (b) Owners, Owners Associations and Unit Owners using Storage Areas take full responsibility for any loss or breakages of any items therein.

#### 6. DAMAGE TO MIDTOWN COMMUNAL FACILITIES

- (a) An Owner, Owners Association or Unit Owner must not:
  - I. mark, paint, drive nails or screws or the like into any structure that forms part of the Midtown Communal Facilities without the prior written approval of the Developer or the Midtown Community Manager; and
  - II. obstruct the lawful use of the Midtown Communal Facilities or interfere with the utility services infrastructure or the supply of utility services other than on a temporary basis brought about in the exercise of its rights or obligations under the Applicable Laws, this Midtown Master Community Declaration or the Rules and Regulations and in all cases with prior written notification to and consent of the Developer or the Midtown Community Manager.
- (b) Drains, toilets and other shared infrastructure and facilities must be used strictly for the purpose designed and no waste of any kind other than that for which designed shall be deposited in the same.
- (c) Vehicular access ways, roads and loading areas should be kept clear and the Developer and Midtown Community Manager will be entitled to have offending vehicles towed at the Owner, Unit Owners or their Occupiers expense.
- (d) Furniture and equipment and other goods must be transported appropriately and in accordance with any directions of the Developer, Midtown Community Manager or their agents, contractors and employees dealing with such operational matters.
- (e) Damage, vandalism or deface of any part of the Midtown Communal Facilities ("Damage") are strictly prohibited. Where any Damage is caused by an Owner, Owners Association or Unit Owner the Damage must be rectified by that Owner, Owners Association or Unit Owner and in accordance with the directions of the Developer or Midtown Community Manager. Where the Owner, Owners Association or Unit Owner is in default then the Developer may rectify the same and claim all costs incurred from the responsible party in default on a full indemnity basis.
- (f) Potted plants must be placed in containers to avoid damage over the long term and water leakage to the floor and areas underneath.





7. BEHAVIOUR OF OWNERS AND UNIT OCCUPIERS

- (a) Owners and Unit Owners must not, without lawful excuse and relevant approval from the Developer or the Midtown Community Manager, behave in the following manners (which are non-exhaustive and non-exclusive):
- I. create any noise in its Single Ownership Component, Jointly Owned Component, Unit or the Midtown Communal Facilities generally likely to interfere with the peaceful enjoyment of other Owners, Unit Owners or their Occupiers. Private functions are allowed in the Single Ownership Component, Jointly Owned Component and Unit provided noise levels are kept to a reasonable level and do not continue beyond 10.00 pm after which associated noise levels are likely to be disruptive to other Owners, Unit Owners or their Occupiers in the Midtown Master Community;
  - II. carry out any annoying, obnoxious or offensive activities in its Single Ownership Component, Jointly Owned Component, Unit or the Midtown Communal Facilities generally;
  - III. do or allow to be done or maintained on any part of its Single Ownership Component, Jointly Owned Component, Unit or the Midtown Communal Facilities any activity which may be or may become an annoyance or nuisance to other Owners, Unit Owners or their Occupiers;
  - IV. wear inappropriate clothing when on the Midtown Communal Facilities or use language or behave in a manner likely to cause offence or embarrassment to other Owners, Unit Owners or their Occupiers. In determining what clothing is appropriate, regard will be had to local customs and guidelines set down by the Developer or Midtown Community Manager or as otherwise notify to the Owners and Unit Owners from time to time and on a case by case basis by the Developer or Midtown Community Manager;
  - V. behave in a way that the Developer or Midtown Community Manager may deem offensive or dangerous;
  - VI. hold any party or public function on any of the Midtown Communal Facilities except where approved by the Developer or Midtown Community Manager and in accordance with any directions as they may specify;
  - VII. drive at excessive speeds or in a discourteous or dangerous manner on any part of the Midtown Master Community. Signs stating speed limits for certain areas must be strictly complied with;
  - VIII. except on the designed and designated areas in the Midtown Communal Facilities, drive, rollerblade, cycle or skateboard, play any ball games or activities, or conduct other similar activities over the Midtown Communal Facilities or other parts of the Midtown Master Community;

- IX. clean any vehicle or other item in a manner that may cause any dust, fumes or water to flow from one area of Midtown Master Community to another causing a nuisance to others or damage to the Midtown Master Community or properties of other Owner, Unit Owner or Occupiers;
- X. leave any children under the age of twelve (12) unsupervised on any Midtown Communal Facilities or the Midtown Master Community generally;
- XI. operate any equipment or machinery or conduct any activities that may cause interference with the quiet enjoyment and use of the Single Ownership Component, Jointly Owned Component, Unit and Midtown Communal Facilities by other Owners, Unit Owners and their Occupiers;
- XII. conduct or permit to be conducted on the Single Ownership Component, Jointly Owned Component, Unit, the Midtown Communal Facilities or the Midtown Master Community any:
  - XIII. auction, clearance or liquidation sales; or
  - XIV. illegal, unethical or immoral business practice;
  - XV. ask an agent, employee or contractor of the Developer or Midtown Community Manager working on the Midtown Communal Facilities to complete works in their Single Ownership Component, Jointly Owned Component or Unit unless such requests are authorised by the Developer or Midtown Community Manager;
  - XVI. photograph or take video footage of other Owners, Unit Owners, their Occupiers and other parties;
  - XVII. throw or allow to be thrown or dropped any article (including cigarette butts or ashes), or substance whatsoever from or out of the Single Ownership Component, Jointly Owned Component or Unit or from any terrace and balcony, and shall not litter in any part of the Midtown Communal Facilities and Midtown Master Community, and further shall not place upon any sill, ledge or other like part of their Single Ownership Component, Jointly Owned Component and Unit any article or substance; and



- XVIII. drink alcohol on the Midtown Communal Facilities;
- XIX. All Owners, Unit Owners and their Occupiers must at all times treat the agents, employees and contractors of the Developer and Midtown Community Manager with dignity and respect.

8. GARBAGE DISPOSAL

- (a) Owners, Owners Associations and Unit Owners must not accumulate or deposit rubbish in their Single Ownership Component, Jointly Owned Component, Unit or the Midtown Communal Facilities and shall ensure that all rubbish and refuse is removed from their Single Ownership Component, Jointly Owned Component and Unit to such locations as determined and notified by the Developer or Midtown Community Manager.
- (b) Owners, Owners Associations and Unit Owners must, in relation to the designated shared receptacles for garbage, recyclable material or waste, ensure that before garbage, recyclable material or waste is placed in the receptacles:
- I. in the case of garbage, it is securely wrapped;
  - II. in the case of tins or other containers they are completely drained; and
  - III. in the case of recyclable material or waste, it is separated and prepared in accordance with the applicable recycling guidelines, if any.
- (c) Owners, Owners Association and Unit Owners must promptly remove anything which the Owner, Owners Association or Unit Owner, or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled or alert the Midtown Community Manager or its employees, agents or contractors in order that they may attend to such cleaning.

- (d) Owners, Owners Associations and Unit Owners must:
- I. comply with the Developer's or Midtown Community Manager's instructions for the storage, handling and collection of garbage, waste and recyclable material; and
  - II. notify the Developer or Midtown Community Manager of any loss of, or damage to, receptacles provided for garbage, recyclable material or waste.
- (e) If an Owner, Owners Association or Unit Owner fails to remove any garbage, recyclable material or waste strictly in compliance with this Rule and Regulation, the Developer, Midtown Community Manager or their agent, employee or contractor shall be entitled to enter any Single Ownership Component, Jointly Owned Component or Unit and remove the garbage, recyclable material or waste at the Owner's, Owners Association and or Unit Owners cost and expense.

9. NO SOLICITATION OR HAWKING

- (a) With the exception of retail Unit Owners and their Occupiers, all other Owners, Unit Owners and their Occupiers must not undertake any solicitation for business or hawking of goods or services to other Owners, Unit Owners, Occupiers or members of public without first obtaining the express written consent of the Developer or Midtown Community Manager.
- (b) For the avoidance of doubt no Owner or Unit Owner may utilise any Midtown Communal Facilities or attend other Single Ownership Component, Jointly Owned Component or Unit (nor deliver any brochure or other item of advertising to any other Component or Units for the purpose of promoting the Owner's or Unit Owners business or goods or services) without first obtaining the express written consent of the Developer or Midtown Community Manager.





## 10. CONTENT INSURANCE AND RISK

- (a) The insurance taken out by the Developer will not cover the contents of any Single Ownership Component, Jointly Owned Component, Unit, Storage Areas and Parking Bays or other areas reserved to them and Owners, Owners Associations and Unit Owners must make their own arrangements in this regard as well as any other risks as may arise having regard to the terms of the Developer's insurance. Owners, Owners Associations and Unit Owners are encouraged to hold content insurance for the content of their Single Ownership Component, Jointly Owned Component, Unit, Storage Areas and Parking Bays and other areas reserved to them.
- (b) Owners, Owners Associations and Unit Owners indemnify the Developer and Midtown Community Manager for any 3rd party claims or liabilities arising out of any incident in their Single Ownership Component, Jointly Owned Component, Unit or any other areas reserved to them.
- (c) The Developer and Midtown Community Manager, to the greatest extent possible in law excludes all liability for any claims, costs, liabilities of whatever nature whatsoever and howsoever arising in relation to its role and function as Developer and Midtown Community Manager and the use by all Owners, Unit Owners and Occupiers of the Midtown Communal Facilities.

## 11. SECURITY AND SAFETY

- (a) Where the Developer or Midtown Community Manager or any of their agents, contractors or employees have reason to believe there is or is likely to be imminent danger to person or property, they shall be entitled to alert the Relevant Authorities. In the event that the Developer, Midtown Community Manager or their agents, contractors or employees, acting on reasonable grounds has reason to believe that waiting for the arrival of the Relevant Authorities could result in serious injury or major damage to property they may make a forced entry into the Single Ownership Component, Jointly Owned Component or Unit and shall not be liable for any damages, embarrassment or trespass when acting reasonably and in good faith.
- (b) An Owner, Owners Association or Unit Owner shall give to the Midtown Community Manager prompt notice in writing of any defect or want of repair in any services to or fittings in the Midtown Communal Facilities and of any circumstance likely to be or cause any danger, risk or hazard.

## 12. RULES APPLYING ON TRANSFER OF SINGLE OWNERSHIP COMPONENTS AND UNITS

- (a) Owners, Owners Associations and Unit Owners require the Developer's no objection certificate prior to the transfer of their Single Ownership Component or Unit.
- (b) Owners and Unit Owners acknowledge that they will not be able to obtain a no objection certificate or to transfer their Single Ownership Component or Unit or any part thereof unless the Midtown Master Community Charges payments and any other sums owing to the Developer are paid up to the date of transfer and the Developer has the right to withhold a no objection certificate to the Land Department until such sums are paid.
- (c) Prior to the Developer providing a no objection certificate, the Developer shall be entitled to require the following information concerning the purchaser:
  - I. identification details such as a copy of the purchaser's passport;
  - II. residency details such as a copy of the purchaser's resident visa if a resident;
  - III. contact details, including telephone, email, post and a physical address;
  - IV. emergency contact details (being the details of a close relative or friend);
  - V. in the case of a company, the trade license (if applicable), up to date transcripts of shareholder and director information for the company as well as the details above for the manager;
  - VI. the Deed of Adherence validly signed by the purchaser, transferee or assignee; and
  - VII. such other details as the Developer may reasonably require including the full beneficial ownership of the Single Ownership Component or Unit.
- (d) In any case where the Owner or Unit Owner is not a resident in the UAE the Owner or Unit Owner must provide to the Midtown Community Manager details of a UAE resident who is authorised to accept correspondence on behalf of the Owner or Unit Owner in relation to his Single Ownership Component or Unit and act in the case of emergencies together with the details set out in Rule 12.3 for the authorised UAE resident.

## 13. CHANGES IN USE AND CONVERSIONS TO COMPONENTS

- (a) Except as specified below in Rule 24, in relation to Single Ownership Components and Units, an Owner, Owners Association or Unit Owner shall not change the use and dimensions of:
  - I. his Unit,
  - II. his Single Ownership Component; and
  - III. the Building Common Area in the context of a Jointly Owned Component,without the prior written consent of the Developer. The granting or withholding of consent to any change in use shall be at the discretion of the Developer. If the Developer consents, such consent may be granted upon conditions including but not limited to:
  - I. the Owner, Owners Association or Unit Owner paying all costs incurred by the Developer in engaging consultants to produce reports relating to the impact of any change;
  - II. the Owner, Owners Association or Unit Owner paying all costs and expenses incurred by the Developer in obtaining the consent of any Relevant Authority to any changes in the Midtown Master Community Site Plan; and
  - III. the Owner, Owners Association or Unit Owner paying a fair proportion of the costs of any Relevant Authority for any changes to utilities services or other infrastructure or required upgrades.
- (b) If at any time it is proposed to convert a Single Ownership Component to a Jointly Owned Component, or vice versa, the prior written consent of the Developer is required. The Developer's consent shall not be unreasonably withheld if the following conditions are met:
  - I. the plans and specifications for Works attendant upon such conversion are acceptable to the Developer;
  - II. the Title Ownership and Management Scheme is applied. For example, any conversion from a Single Ownership Component to a Jointly Owned Component shall entail title registration of each Unit therein and the formation of a Owners Association with each Unit to have as a restriction on title, this Midtown Master Community Declaration and an appropriate jointly owned property declaration;
  - III. the conversion will not entail a reduction in aggregate Midtown Master Community Charges allocated to and payable by the Owners Association or Unit Owners following the conversion of a Single Ownership Component to a Jointly Owned Component;
  - IV. the Owner otherwise complies with the Applicable Laws and obtains the consent of all Relevant Authorities;



- V. the Developer has approved the jointly owned property declaration (as mentioned in Rule 13.2(b) above) and this is consistent in all respects with this Midtown Master Community Declaration and the Rules and Regulations; and
- VI. all other Rules and Regulations are complied with and the applicant has met the costs of the Developer and any of its agents and contractors associated with any approval.

#### 14. OBLIGATIONS OF OWNERS ASSOCIATIONS

- (a) Owners Associations will not allow any change to their jointly owned property declaration or community rules that is inconsistent with this Midtown Master Community Declaration or the Rules and Regulations. Owners Associations will require the consent of the Developer prior to amending its jointly owned property declaration, community rules or any Component Common Areas site plan.
- (b) As all Unit Owners are bound by the terms of this Midtown Master Community Declaration, the Owners Association will also be bound by the terms of this Midtown Master Community Declaration and any Rules and Regulations. Any Owner Association will accordingly implement any change in the Midtown Master Community Declaration and Rules and Regulations and update their jointly owned property declaration and community rules accordingly to ensure they remain consistent with the Midtown Master Community Declaration and the Rules and Regulations.

#### 15. ACCESS CARDS

- (a) Owners, Unit Owners and their Occupiers must take all due care with access cards and should report the loss or theft of the same to the Midtown Community Manager immediately.
- (b) Owners, Unit Owners and their Occupiers who misplace or lose their access cards will be asked to pay a fee to cover the costs of replacement of the same.
- (c) If requested by the Owners or Unit Owners, access cards can be issued to their tenants when appropriate paperwork and their tenant's contact details are provided to the Midtown Community Manager, onsite managing agent or security staff for approval.

#### 16. USE OF LIFTS AND MOVING IN/OUT PROCEDURES

- (a) Lifts should not be interfered with and doors propped open or obstructed;
- (b) Owners, Unit Owners or Occupiers are required to notify the Midtown Community Manager in advance of any delivery company arriving in order that the services lifts and loading areas be allocated;
- (c) Lifts should have protective coverings installed where large, sharp or dirty items are to be transported;
- (d) Access for commercial vehicles, machinery and heavy goods vehicles will not be permitted, unless prior written approval has been obtained from the Developer or Midtown Community Manager. Move in and out requests are to be submitted via <https://customer.deyaar.ae/>

#### 17. TRADE LICENSE

- (a) Where an Owner, Unit Owner or his Occupier is a legal entity operating its business from the Single Ownership Component or Unit, it shall at all times have and maintain in force a valid trade license, other necessary licenses or permissions for its business and meet any other statutory requirements.

## RESIDENTIAL RULES AND REGULATIONS – RULES AND REGULATIONS THAT APPLY TO RESIDENTIAL UNIT OWNERS AND UNIT OCCUPANTS

#### 18. PETS

- (a) Pets are not permitted and no animals (including domestic pets) shall be brought into or kept within the Midtown Master Community.

#### 19. TERRACES AND BALCONIES

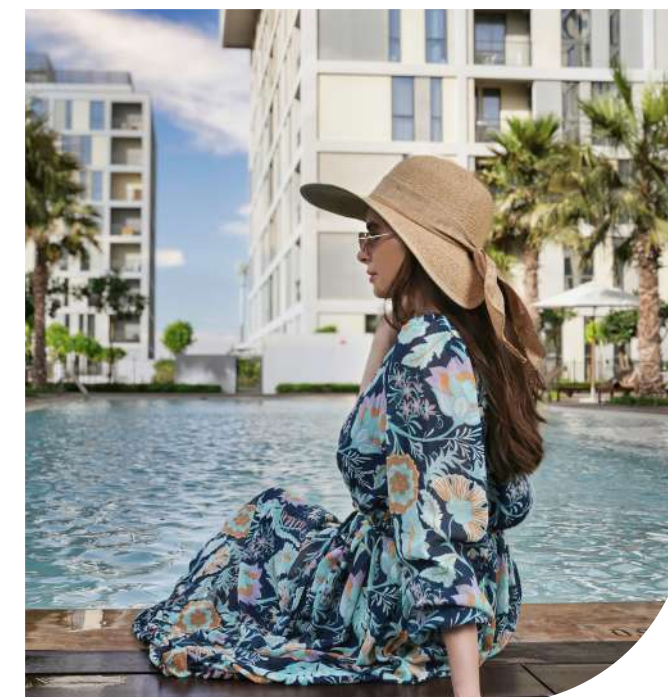
- (a) Owners, Owners Associations and Unit Owners must keep terraces and balconies clean and tidy and in accordance with any guidelines set out by the Developer or Midtown Community Manager.
- (b) No object shall be thrown from terraces or balconies ever and all items kept upon the terraces or balconies must be made secure in order that it cannot be blown or knocked from the terrace or balcony.
- (c) Items such as safety screens, awnings, pergolas, curtains or shades can not be installed in balconies.
- (d) Owners, Owners Associations and Unit Owners shall be responsible for ensuring terraces and balconies remain waterproof and drain correctly. In the event of any default in this regard the Developer shall be entitled to access the terrace or balcony and remedy the defect at the Owner's, Owners Association's or Unit Owner's cost.
- (e) No barbeques or open flames are allowed on any Unit balcony area and shall only be allowed on terraces where the prior written consent of the Developer has been obtained.

#### 20. NO SHORT-TERM LETTING AND HOLIDAY HOMES

- (a) With the exception of a hotel operation, no Single Ownership Component or Unit shall offer short term letting being letting of premises for less than six(6) months.
- (b) Holiday homes must be licenced by DTCM and a copy of the licence and managing agent details made available to the community management. Agents must be present in the Community during check-in and out for key handover and guest registration.

#### 21. SWIMMING POOL

- (a) The swimming pool is only for the use of the residential Unit Owners and their tenants. Visitors are permitted if accompanied by the residential Unit Owners or their tenants.



- (b) Swimming pool users may be asked for proof that they are entitled to use the swimming pool and be prevented from doing so if they cannot demonstrate that they have the right to do so.
- (c) Swimming pools must be kept secure from children when outside of operating hours and where a swimming pool is available for use by a range of persons it must be manned with properly trained lifeguards.
- (d) Children and non-swimmers must be accompanied at all time by a parent or guardian over the age of [21] years.
- (e) Running around the swimming pool area or leaping into the swimming pool is prohibited.
- (f) Toys and inflatable objects will be allowed in the swimming pool provided these do not create a nuisance to other users.
- (g) Use of the swimming pool is prohibited if the residential Unit Owner or its tenant is sick or with infections.
- (h) Cleaning or showering before entering the swimming pool is required.
- (i) The use of the swimming pool as at the residential Unit Owner's and its tenants' own risk. Neither the Developer nor the Midtown Community Manager is responsible for:
  - I. any accident of injury to any party using the swimming pool;
  - II. the loss of any property in the swimming pool area. Residential Unit Owners and their tenants must ensure their personal belongings are kept safe and secure.



- (i) Residential Unit Owners and their tenants must comply with the instructions from the lifeguards, managing staff or security on duty and any displayed signage and rules on or around the swimming pool areas.
- (k) Noise levels must be kept to an acceptable level whilst using the swimming pool or in the swimming pool areas.
- (l) Swimming pool users who do not comply with the Rules and Regulations pertaining to the use of the swimming pool or who cause nuisance to others may be required to leave the pool area for such period as deemed necessary.
- (m) Glass, other sharp objects, food, drinks, cigarette, smoke and alcohol must not be brought into the swimming pool or pool areas.
- (n) Residential Unit Owners and their tenants must not place towels or other items on deck chairs as a means of reserving these whilst they are not in the swimming pool area. For the avoidance of doubt deck chairs are available on a first come, first served basis. Items used to reserve deck chairs may be removed and stored for collection by the Midtown Community Manager.
- (o) Swimming pool users must ensure appropriate attire is worn at all times.



## 22. RECREATIONAL FACILITIES

- (a) The recreational facilities on the podium level are only for the use of the residential Unit Owners and their tenants.
- (b) Residential Unit Owners and their tenants use the recreational facilities at their own risk. All instructions and signage posted in the recreational facilities area should be complied with.
- (c) All recreational facilities users must wear appropriate attire and shoes at all times and must be courteous and considerate to others.



## RETAIL RULES – RULES AND REGULATIONS THAT APPLY TO RETAIL UNIT OWNERS

### 23. OPERATION

- (a) Owners, retail Unit Owners and Occupiers must ensure that opening hours correspond with opening hours for retail operations in Dubai generally provided that the retail Unit Owners and Occupiers must meet any additional security and cleaning costs for any extended trading time required beyond the opening hours for retail operations in Dubai.
- (b) Owners and retail Unit Owners must ensure that any shopping trolleys or rubbish or other items regularly being left in any Midtown Communal Facilities (in any way related to the retail operations and their customers) are promptly removed by the responsible Owner and retail Unit Owners.
- (c) Retail unit owner or Occupiers must ensure to comply with Dubai Municipality requirement such as Pest control, Grease trap cleaning, Fire fighting, Fire Alarm, Emergence light, LPG, Kitchen hood and duct cleaning, etc

### 24. SIGNAGE AND FIT-OUT WORK

- (a) Owners and retail Unit Owners:
  - (a) shall be entitled to erect signage provided it meets the requirements of the Developer;
  - (b) must ensure that they meet any requirements of the Developer and the Relevant Authorities in relation to matters such as, but not limited to, the appearance, cleaning and maintenance of signage;
  - (c) must also obtain all necessary consents from the Relevant Authorities and comply with all requirements for completing fit-out works as set out or promulgated by the Developer; and
  - (d) without prejudice to the above must ensure that signage is kept clean and well maintained and replaced when this becomes damaged or faded.

### 25. CHANGES TO RETAIL USES

- (a) Owners and retail Unit Owners will be able to change the retail use their Single Ownership Component or Unit (for example from a bookshop to a travel agency) without the need for consent from any Owners Association (in the event of change of use of a retail Unit in a Jointly owned Component) but with the consent of the Developer subject to the following:
  - (a) any change in use must be consistent with the use of the Single Ownership Component or Unit within a mixed use Midtown Master Community and accordingly nightclubs or other uses that may involve unacceptable electronically amplified noise levels will only be allowed where appropriate provision has been made in accordance with the guidelines of the Master Developer for the control of allowed noise levels;
  - (b) restaurant, food and beverage uses are allowed provided the Owner, Owners Association or Unit Owner meets the requirements of the Relevant Authorities and the Developer;
  - (c) fume extraction equipment is installed professionally with ducts to be cleaned regularly and exhaust to exit in a manner that prevents any discoloration of any Single Ownership Component, Jointly Owned Component, Unit or the Midtown Communal Facilities and limits the permeation of odours;
  - (d) inflammable materials are stored safely and in accordance with the directions of the Relevant Authorities and Developer; and
  - (e) all safety measures are taken and approvals obtained from the Relevant Authorities.

### 26. PRESENTATION OF SINGLE OWNERSHIP COMPONENTS AND UNITS, COMPONENT COMMON AREAS AND RETAIL EXCLUSIVE USE AREAS AND MERCHANDISE AND DISPLAYS

- (a) Stock and merchandise must be presented attractively.
- (b) All Single Ownership Component, retail Units and Retail Exclusive Use Areas must be kept clean and well presented at all time as they will be viewed by the members of the public and other Owners, Unit Owners and Occupiers. The Developer and Midtown Community Manager shall be entitled to set reasonable guidelines in this regard.

### 27. INSURANCE REQUIREMENTS FOR RETAIL UNIT OWNERS

- (a) Owners and retail Unit Owners must carry or must ensure their Occupiers carry third party liability insurance to a level sufficient to cover damages which may arise due to any accidents within their Single Ownership Components or Units.
- (b) The Developer shall be entitled to set minimum levels of insurance cover and to see proof of such insurance and each Owner or retail Unit Owner will indemnify the Developer and its agents against any claim for third party injury or other liability arising in relation to their Single Ownership Components or Units.







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