

THE WAVE MUSCAT

COMMUNITY BYLAWS





## TABLE OF CONTENTS

<b>1.</b>	<b>DEFINITIONS .....</b>	<b>4</b>
<b>2.</b>	<b>ESTABLISHMENT OF MASTER COMMUNITY BYLAWS .....</b>	<b>8</b>
<b>2.1.</b>	<b>TITLE .....</b>	<b>8</b>
<b>2.2.</b>	<b>AUTHORITY .....</b>	<b>8</b>
<b>2.3.</b>	<b>TERRITORIAL APPLICABILITY .....</b>	<b>8</b>
<b>2.4.</b>	<b>POLICY .....</b>	<b>8</b>
<b>2.5.</b>	<b>PURPOSE .....</b>	<b>8</b>
<b>2.6.</b>	<b>INTERPRETATION .....</b>	<b>9</b>
<b>2.7.</b>	<b>AMENDMENTS .....</b>	<b>9</b>
<b>2.8.</b>	<b>PUBLIC LIABILITY .....</b>	<b>9</b>
<b>3</b>	<b>ADMINISTRATION AND PROCEDURES .....</b>	<b>10</b>
<b>3.1</b>	<b>POWERS AND DUTIES .....</b>	<b>10</b>
<b>3.2</b>	<b>BYLAW AMENDMENTS .....</b>	<b>10</b>
<b>3.3</b>	<b>THE ANNUAL GENERAL MEETING .....</b>	<b>10</b>
<b>3.4</b>	<b>ENFORCEMENT .....</b>	<b>11</b>
<b>4</b>	<b>GENERAL RESTRICTIONS .....</b>	<b>11</b>
<b>4.1</b>	<b>NOISE AND NUISANCE ACTIVITIES .....</b>	<b>11</b>
<b>4.2</b>	<b>PRIVACY .....</b>	<b>12</b>
<b>4.3</b>	<b>ABUSE OF MASTER COMMUNITY STAFF .....</b>	<b>12</b>
<b>4.4</b>	<b>PETS &amp; PET MANAGEMENT .....</b>	<b>12</b>
<b>4.5</b>	<b>HUNTING/TRAPPING/FIREARMS/TOY GUNS / HAZARDOUS ACTIVITIES .....</b>	<b>13</b>
<b>4.6</b>	<b>DUMPING &amp; TRASH MANAGEMENT .....</b>	<b>14</b>
<b>4.7</b>	<b>LITTERING AND VANDALISM .....</b>	<b>15</b>
<b>4.8</b>	<b>HOME USE RESTRICTIONS .....</b>	<b>15</b>
<b>4.9</b>	<b>HOUSEHOLD STAFF .....</b>	<b>15</b>
<b>5</b>	<b>USE AND ACCESS REGULATIONS .....</b>	<b>16</b>
<b>5.1</b>	<b>RECREATION AREAS, PARKS AND PLAYGROUNDS (SHARED FACILITIES) .....</b>	<b>16</b>
<b>5.2</b>	<b>PLANT, FILTRATION AND TELEPHONE ROOMS / STRUCTURES .....</b>	<b>17</b>
<b>5.3</b>	<b>BEACH AND WATERWAY AREAS .....</b>	<b>17</b>
<b>5.4</b>	<b>MARINA RULES .....</b>	<b>18</b>
<b>6.</b>	<b>VEHICLES &amp; PARKING RESTRICTIONS .....</b>	<b>24</b>
<b>6.1.</b>	<b>ACCESS CONTROL .....</b>	<b>25</b>
<b>6.2.</b>	<b>PARKING .....</b>	<b>25</b>



6.3.	OPERATION .....	26
6.4.	COMMERCIAL VEHICLES.....	27
6.5.	EMERGENCY OR TEMPORARY MAINTENANCE AND CONSTRUCTION VEHICLES.....	27
7.	MAINTENANCE AND AESTHETICS .....	28
7.1.	GARDENS AND LANDSCAPING .....	28
7.2.	PEST CONTROL.....	28
8.	HOME APPEARANCE .....	29
8.1.	WINDOWS .....	29
8.2.	EXTERIOR ATTACHMENTS .....	29
8.3.	LAUNDRY .....	29
8.4.	HOLIDAY/CELEBRATION DECORATIVE LIGHTING .....	29
8.5.	SIGNAGE .....	30
8.6.	PATIOS AND BALCONIES .....	30
8.7.	GENERAL HOME IMPROVEMENT RULES .....	31
9.	ARCHITECTURAL REVIEW COMMITTEE.....	32
9.1.	ESTABLISHMENT .....	32
9.2.	MEETINGS .....	33
9.3.	CONSULTANTS .....	34
9.4.	DEVELOPMENT APPLICATIONS .....	35
9.5.	INSPECTION AND COMPLIANCE.....	37
9.6.	GENERAL CONSIDERATIONS .....	40

## 1. DEFINITIONS

- |     |                                  |   |
|-----|----------------------------------|---|
| 1.1 | <b>Bylaws</b>                    | Means rules organizing the relationship between the Developer and the Owners, Occupiers and others inside the project to be prepared by the Developer in coordination with the Owners' Union in accordance with rules and regulations set out in the Development Agreement. |
| 1.2 | <b>Board of Directors</b>        | Means representatives of the Developer and/or Real Estate Lot Owner Representatives, if permitted to be elected at the Developer's discretion.  |
| 1.3 | <b>Common Area</b>               | All parts of the Master Community that is not in a lot. Common property can include lawns, access roadways, stairs and infrastructure such as pipes and wiring.   |
| 1.4 | <b>Developer</b>                 | Means The Wave Muscat S.A.O.C or its successors or assigns.   |
| 1.5 | <b>Development Control Plan</b>  | Means The Development Control Plan (DCP) issued in accordance with the Development Agreement for The Wave, Muscat.  |
| 1.6 | <b>Estates Management Office</b> | Means the delegated office of the Manager.  |
| 1.7 | <b>Land</b>                      | Means a separate, distinct parcel of land created on: —   |
|     | 1.7.1                            | The registration of a plan of subdivision; or   |
|     | 1.7.2                            | The recording of particulars of an instrument;  |
|     |                                  | and includes a lot under the Property Rules and Regulations of the Sultanate of Oman.   |
| 1.8 | <b>Lot</b>                       | Means a lot shown as such on a plan.  |

1.9	<b>Lot Entitlement</b>	Means the lot entitlement of a lot specified or apportionment of the community service fees.
1.10	<b>Manager</b>	Means the appointed onsite manager who is engaged by the Developer to undertake community management duties on behalf of the Developer.
1.11	<b>Master Community</b>	Means the land identified in the DCP and not part of a plot or sub plot.
1.12	<b>Master Plan</b>	Means the plan identified as the master plan of subdivision.
1.13	<b>Owner(s):</b>	Means:
	1.13.1	An individual or group of owners sharing ownership of property composed of a boundary of land, an apartment in a building, or sharing ownership of a group of Real Estate Lot with common side wall roof (townhouses).
	1.13.2	Any person who has purchased a Real Estate Lot and completed its registration procedures in his name with the Land Register after payment of the fees specified Bylaw.
1.14	<b>Occupier</b>	Means a person in lawful occupation of that lot.
1.15	<b>Parcel</b>	Means the land comprised in a plan.
1.16	<b>Permit</b>	Means an approval issued by “The Wave Muscat SOAC” according to the DCP.
1.17	<b>Plan</b>	Means
	1.17.1	Land on the registered plan issued by the Ministry of Housing in relation to a plan of re-subdivision or the real estate unit plan of subdivision containing the lots or common property the subject of the plan of re-subdivision;

1.17.2		in relation to a plan of amalgamation--the real estate unit plan containing the lots the subject of the plan of amalgamation;
1.17.3		in relation to a conversion of lots into common property the registered plan containing those lots.
1.18	<b>Private Property</b>	Means the area of land within a lot.
1.19	<b>Marina</b>	Means the marina erected or to be erected in the Master Community together with any modifications, additions, extensions or alterations from time to time.
1.20	<b>Marina Berth</b>	Means the berth in the Marina as specified in the particulars (if any) including any modifications, additions, extensions or alterations from time to time and also including any moorings granted or allowed within the marina or associated harbour area.
1.21	<b>Marina Berths</b>	Means all the Marina Berths in the Marina.
1.22	<b>Marina Operator</b>	Means the manager appointed by the Developer to manage Marina Berths
1.23	<b>Marina Berth Holder</b>	Means the person who holds the license for the Marina Berth
1.24	<b>ARC Definitions</b>	If not defined generally shall be as follows:
1.24.1	<b>Applicant</b>	Means the person who submits an application for approval of Works by the ARC.
1.24.2	<b>ARC</b>	Means 'The Wave Muscat' Master Community Architectural Review Committee established under Bylaw 9.
1.24.3	<b>ARC Permit</b>	Means an approval granted by the ARC to the Works under the DCP and CPC for 'The Wave

Muscat' Master Community.

1.24.4	<b>Business Day</b>	Means a day on which banks are open for general banking business, not being a Thursday or Friday.
1.24.5	<b>Construction</b>	Means all building, construction and landscaping works in the Master Community, whether or not is in relation to building works.
1.24.6	<b>Consultant</b>	Means Technical Guidance consultant such as architects and engineers appointed to the ARC to advise the ARC about Development Applications.
1.24.7	<b>CPC or Control Plan Covenant</b>	Means the restriction on lot for/or to prevent improper use of the land.
1.24.8	<b>Environmental Laws</b>	Means all statutes, regulations, statutory instruments, local laws, government policies, development conditions, or requirements of any government authority (including any Government policy which relate to environmental issues).
1.24.9	<b>Roads</b>	Mean any roads in the Master Community.
1.24.10	<b>Rules</b>	Means the construction rules in DCP and the CPC for 'The Wave Muscat' Master Community
1.24.11	<b>Works</b>	Means building and landscaping work that must be approved by the ARC under the DCP and the CPC for 'The Wave Muscat' Master Community.



## **2. ESTABLISHMENT OF MASTER COMMUNITY BYLAWS**

### **2.1. Title**

The statements, procedures, regulations and requirements contained in this document shall be known as the “Master Community Bylaws of ‘The Wave, Muscat’ Master Community (the “Master Community Declaration”) or the “Master Community Rules” or “these Rules” or “Bylaws”.

### **2.2. Authority**

The Manager, as appointed from time to time by the Board of Directors (the ‘Board’), or it’s duly appointed management (the “Manager”) has the authority to require compliance with these Bylaws by each Owner, Occupier and guests.

### **2.3. Territorial Applicability**

The Bylaws shall apply to all use and enjoyment of land, water and structures within the Master Community.

### **2.4. Policy**

It is hereby declared to be the policy of the Manager to regulate the use and enjoyment of land, facilities and structures consistent with the overall Development Control Plan (DCP) and to protect the rights of privacy and enjoyment of each Owner and to ensure that high standards of architecture, landscaping, maintenance and safety are achieved and maintained.

### **2.5. Purpose**

The Bylaws are for the benefit of the Owners, occupiers and guests and are designed to create an environment in which all Owners can maximize enjoyment of their homes and the various Common Areas. It is also the intent of these Bylaws to create a serene, attractive and safe environment for the families, children, neighbours, and guests of the Master Community. When in doubt, common sense and courtesy shall prevail.

The Bylaws also establish a mechanism for enforcement of the rules.

#### **2.5.1 Rights of Privacy and Enjoyment**

Each Owner or occupier in the Master Community shall have the right to privacy and enjoyment of the features of the Master Community, and to the enjoyment





and use of a clean, pleasant, attractive, safe and well-maintained residential Master Community.

#### **2.5.2 Obligation to Respect Rights of Others**

Each Owner or occupier in the Master Community has the obligation to respect the rights of privacy and enjoyment of other Owners of the Master Community.

#### **2.5.3 Obligation of Owners to create awareness**

The Manager will make every attempt to see that all Owners receive a copy of the Bylaws; it is the Owner's responsibility to supply his or her occupiers with a current copy of these Bylaws. Occupiers shall be responsible for knowing and following the Bylaws.

### **2.6. Interpretation**

If a question arises concerning discrepancies, inconsistencies or ambiguities within these Bylaws, the Manager shall interpret these Bylaws and shall render a decision to clarify the question.

### **2.7. Amendments**

The provisions of these Bylaws may be amended from time to time in accordance with Section 3, Administration and Procedures. Amendments must be consistent with the policies and purposes of these Rules. Amendments shall come into effect at the date of adoption and henceforth shall form part of these Rules.

### **2.8. Public Liability**

Use of any recreation facilities within the Master Community, buildings (where relevant), Master Community parks and the equipment contained therein within the Master Community, as determined by the attached Master Plan, which may include recreational facilities, children's play equipment and the complete surrounding area (as applicable), is entirely at the risk of the Owner or Occupier.

Neither the Board, the Manager, nor any appointed Management company is responsible for any loss or damage or theft of items or for any damage or injury or loss of life, arising out of the use of these facilities.



### **3 ADMINISTRATION AND PROCEDURES**

#### **3.1 Powers and Duties**

##### **3.1.1 Powers**

The Management shall administer and enforce these Bylaws.

##### **3.1.2 General Provisions and Duties**

The Manager shall be responsible for monitoring the use of land, facilities and structures within the Master Community, receiving complaints, enforcing compliance with the provisions of the Rules, and the general administration of the Bylaws, including processing of permits and amendments.

#### **3.2 Bylaw Amendments**

Whenever necessity, general welfare or administrative requirements justifies such action, any part, chapter, section, provision, standard or procedure of these Bylaws may be amended. Amendments to these Bylaws are subject to approval of the Board of Directors and in accordance with the Development Control Plan (DCP).

#### **3.3 The Annual General Meeting**

3.3.1 The Management may conduct meetings (Annual General Meeting) open to all Owners for the purpose of discussing Owners' concerns and suggestions concerning matters regarding the Bylaws.

3.3.2 The meeting will be held annually on a day determined by the Manager.

3.3.3 The meeting will be conducted by the Manager.

3.3.4 A minimum notice period of 21 days will be provided to Owners of the meeting.

3.3.5 Issues to be discussed should be sent in advance of the meeting if it is to be included in the agenda.

3.3.6 All issues brought to the attention of the meeting will be seriously considered, both for their merit and for Master Community consensus. Final decisions shall be at the sole discretion of the Management.



### **3.4 Enforcement**

#### **3.4.1 Awareness**

Owners in the Master Community and the Management staff are encouraged to regularly walk the neighbourhood to keep themselves familiar with the existing structures and the natural beauty of the area, and to maintain awareness of any violations of the provisions of these Rules.

#### **3.4.2 Complaints**

The Manager may receive complaints through any of the Owners or through any of the Managers staff. Once a complaint is received, it shall be communicated to the Manager responsible for Bylaws enforcement in writing as soon as possible. Written complaints are required, verbal and/or anonymous complaints are not allowed. The forum to receive complaints or suggestions shall be determined by the Board.

#### **3.4.3 Review**

The Manager shall review all complaints. The Manager will meet to review the facts and determine what violation(s) exist, if any, and what specific section(s) of the Bylaws have been violated.

#### **3.4.4 Immediate Action Required**

If, in the opinion of the Manager, there is a violation, and if injury to persons or property is imminent such that a violation may be reasonably believed to cause damage to the value of the Master Community as a whole (or part of the community), the Manager will attempt to immediately enforce these Bylaws. The Manager (and, if necessary The Wave Muscat.) will enforce all provisions of the Bylaws, and pursue any and all violations without delay until the violations have been corrected.

## **4 GENERAL RESTRICTIONS**

### **4.1 Noise and Nuisance Activities**

- 4.1.1 No nuisance, obnoxious or offensive activities shall be carried out on any part of the Master Community, nor shall anything be done or maintained on any part of the Master Community including an Owner's premises which may be or may become an annoyance or nuisance to the neighbourhood, or interfere with the quiet enjoyment by any Owner or occupier.

- 4.1.2 Such nuisances include but are not limited to odours, smoke, vibrations, and obstruction of views. Offensive noises include but are not limited to those that are caused by pets, televisions, stereos, musical instruments, revving car engines, revving motorcycles, machinery of any nature and car stereos. Noise is considered to be too loud if it can be heard by an adjacent neighbour.
- 4.1.3 Noise from garden equipment and power tools is only allowed between 9:00 a.m. and 8:00 p.m.
- 4.1.4 Upon possession of the Property, construction work in the Development (particularly around the Property) may exist. Accordingly the owner, purchaser, tenant or occupier shall hold the Developer, its personnel, contractors, successors and assigns harmless from and against any and all loss, liability, damages, claims, proceedings or costs (including legal costs and expenses) arising out of or in connection with any nuisance which may be caused as a result of such construction work.

## **4.2 Privacy**

No activities shall be carried out on any part of the Master Community that may unreasonably interfere with an Owner's or Occupier's right of privacy within that residence. Specially:

- 4.2.1 Owners or occupiers are to avoid any attempt to look into a neighbouring Lot or to look into the windows of neighbouring structures.
- 4.2.2 Owners bear responsibility to take reasonable measures to protect their own privacy through the design of their window treatments and landscaping.

## **4.3 Abuse of Master Community Staff**

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

## **4.4 Pets & Pet Management**

- 4.4.1 Only animals that are considered domestic pets shall be kept within a townhouse, apartment or villa. If the animal is deemed a nuisance in anyway, the rights of keeping an animal may be revoked, and the owner or occupier will be required to remove the animal by a contravention notice issued by the Board of

Directors. Any animals kept on should be treated humanely and in accordance with best international practices on animal care.

- 4.4.2 No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance.
- 4.4.3 All dogs shall be kept on a leash when not within the boundary walls of a property.
- 4.4.4 Any dog faeces deposited upon any portion of the Master Community shall be promptly removed and properly disposed of in a sanitary manner by the handler of the dog.
- 4.4.5 All dogs and cats must wear appropriate identification at all times when outdoors.
- 4.4.6 Pet owners are liable to all other owners, their families, guests, occupier and invitees for the actions of any animal brought or kept upon the Master Community by the Owner or by members of his or her family, tenants, guests or invitees.
- 4.4.7 Upon written request of any Owner, the Management shall conclusively determine at its sole discretion and in accordance with its rules, whether an animal is a domestic household pet, whether an animal is making an unreasonable amount of noise, whether an animal is being allowed to run at large or whether an animal is a nuisance. The decision of the Management in such matters is final, conclusive and shall be enforced, as other restrictions contained herein.
- 4.4.8 Pet food of any kind should not be left in common areas, on or near any structures, including front porches, decks and/or balconies.

#### **4.5 Hunting/Trapping/Firearms/Toy guns / Hazardous Activities**

- 4.5.1 Hunting, trapping and discharge of firearms and the use of toy guns which can inflict damage on persons or property ("bibi guns") are expressly prohibited within the Master Community.
- 4.5.2 No open fires shall be lit or permitted within the Master Community, except in a contained barbecue unit while attended and in use for cooking purposes.
- 4.5.3 No slaughtering of animals shall take place within the Master Community and/or the confines of any property including apartments, townhouses and villas.



- 4.5.4 Activities or conditions which endanger the health and/or safety of others are prohibited.
- 4.5.5 Nothing shall be done or kept in any Lot or on the Common Areas, which will increase the Association's rate of insurance or cause it to be cancelled.
- 4.5.6 Any breach of this Bylaw will be referred to the local police for investigation.

#### **4.6 Dumping & Trash Management**

- 4.6.1 Dumping of ashes, trash, rubbish, sawdust, garbage, landfill, rocks, grass and landscape cuttings, solid waste and any type of refuse or other unsightly or offensive materials is expressly prohibited within the Master Community.
- 4.6.2 Owners or Occupiers are responsible, at their cost, for the removal of all such material from the Master Community, other than household waste and garden refuse packed in waste containers specific to this purpose and covered by the waste removal contractors.
- 4.6.3 All garbage for pickup is to be placed inside trash containers provided with each unit. Garden waste will only be collected by the garbage disposal contractor if placed in the appropriate waste container.
- 4.6.4 Owners or Occupiers must make separate arrangements, at their own cost, for pick up of large and/or heavy items.
- 4.6.5 Trash containers are to be stored in the location advised by the Developer to ensure they are not visible from any neighbouring property or street.
- 4.6.6 All weeds, rubbish, debris, refuse containers, woodpiles, storage boxes, tools and unsightly objects or materials of any kind shall be regularly removed from an Owner's Lot and shall not be permitted to accumulate upon a Unit.
- 4.6.7 All service yards, or service areas, clothesline areas, sanitary containers or stored materials on any portion of a Owner's Lot shall be enclosed, fenced or screened appropriately ( as approved by the Manager) in such a manner that such yards, areas, containers and stored materials will not be visible from any neighbouring property or street.
- 4.6.8 No incinerator shall be kept or maintained on any Unit.

#### **4.7 Littering and Vandalism**

The act of littering, graffiti or vandalism is expressly prohibited within the Master Community and the Owner shall be strictly liable for the cost of cleaning, repair or replacement resulting from any such prohibited activity carried out by Owners of his property. All incidents of vandalism will be reported to local police for further action.

#### **4.8 Home Use Restrictions**

- 4.8.1 Residential units designated as such shall be used for single-family residences only. As such, only the Lot Owners, their direct family members, domestic servants and guests of the Owner or the Owners occupiers may occupy a residence within the Master Community.
- 4.8.2 No business or commercial activity to which the general public is invited shall be conducted within any Lot designated as residential within the Master Community without written permission from The Manager. Advertisement of business activity is prohibited on the exterior of any premises.
- 4.8.3 For the purposes of these Bylaws, short-term letting is defined as leases that are less than three (3) months in validity. Special Rules relating to short term letting may be introduced by the Board of “The Wave Muscat”.
- 4.8.4 No partitioning of the Lot for the purposes of letting out individual rooms will be permitted.
- 4.8.5 The Owner will be responsible for ensuring that all occupants comply with all requirements of the Rules.
- 4.8.6 No Owner shall engage in any activity upon the property that is in violation of any law, ordinance, statute, The Property Rules and Regulations of the Sultanate of Oman.

#### **4.9 Household Staff**

- 4.9.1 Household staff, including housemaids, drivers, cooks, gardeners should hold a valid residence visa issued by the Immigration Department.
- 4.9.2 Owners / Occupiers are fully responsible if they are found accommodating household staffs that are not directly sponsored by them. Owners / Occupiers are liable for criminal prosecution by the appropriate authorities as per the dictates of the law.



- 4.9.3 It is advisable to register the household staff with the Master Community Security to avoid any problems with access to the Master Community.

## **5 USE AND ACCESS REGULATIONS**

### **5.1 Recreation Areas, Parks and Playgrounds (Shared Facilities)**

- 5.1.1 Common Area, recreation areas, sports areas and playgrounds (shared facilities) are for the exclusive use of Owners, their direct family members and guests. Owners shall limit the number of guests using the facilities to ensure access for other Owners is maintained at all times.
- 5.1.2 All persons using the Master Community's shared facilities and equipment do so at their own risk and must adhere to the Bylaws and regulations posted in various locations throughout the interior and exterior of the facilities.
- 5.1.3 Failure to comply with the Bylaws and regulations of the Master Community's shared facilities may result in Owner being prohibited indefinitely from using the facilities. Severe violations of the regulations may result in Owners being permanently prohibited from using the facilities.
- 5.1.4 All children below the age of eight years old must be supervised at all times by a parent or guardian aged sixteen (16) years or older. Parents should be aware that equipment may become hot during summer months and should exercise caution when allowing children to use this equipment.
- 5.1.5 Pets must be kept on a lead at all times when in the Master Community such as parks and recreational areas. Fouling such areas is strictly prohibited and fines may be imposed.
- 5.1.6 Owners wishing to hold private functions in any park in the Master Community (where relevant) must obtain prior permission of the Manager and shall limit the number of guests to a reasonable number agreed with the Manager, in order to ensure that access for other Owners is maintained, unless prior permission for a larger number has been obtained from the Manager. Owners are permitted to hold such functions only within the park in the Master Community (where relevant) in the housing area in which their residence is located and will be required to adhere strictly to the hours of operation. The Management may require the payment of a deposit and the Owner will be responsible for any damage or cleaning costs arising from the function.
- 5.1.7 Any damage of repair occurred to the common areas or amenities will be chargeable to the individual responsible for the same.



## **5.2 Plant, Filtration and Telephone Rooms / Structures**

The plant, filtration and telephone rooms contained within the Master Community and buildings where relevant are strictly out of bounds to all unauthorised persons.

## **5.3 Beach and Waterway Areas**

### **5.3.1 Safety**

Children below the age of 12 years must be under the supervision of an adult at all times. The use of waterway areas shall be at Owners' risk and the Developer or the Board or the Manager or any appointed Management Company or their employees shall not be liable for any loss or damage or theft of items or for any damage or injury or loss of life, arising out of the use of waterway areas.

### **5.3.2 Right to Amend**

The Owner of the Master Community may from time to time amend, revoke or add to the rules affecting the waterways that impose mutually beneficial restrictions on all the properties in the Master Community in relation to the channels and waterways between each of the various island sectors and villas contained within the Master Community for the proper and convenient management, administration, maintenance and control of the waterways and channels.

### **5.3.3 Approval for Work**

The waterways and or any structures in a waterway or channel shall not have any works performed, or advertising signs erected, altered or displayed until the owner has first obtained written approval from the Manager.

### **5.3.4 Access**

Subject to any other Bylaw, an owner must not use any motorised vehicle upon the waterway except as approved by the Manager. The waterways must not be obstructed by an Owner or his guests, servants, employees, agents, children, invitees.

### **5.3.5 Security**

The owner of the Master Community shall take all reasonable steps to ensure that the waterways are secure from unauthorised access and inappropriate use

of the waterways. All security systems and keys shall be maintained so as to uphold the integrity of the security system.

#### **5.3.6 Commercial Activity Prohibited**

No commercial activity is permitted on the waterways without prior written approval of the Manager.

#### **5.3.7 Rubbish**

An owner, occupiers, guests or invitees shall not drop or discharge any litter, filth, dry or wet refuse other than clean water into a waterway and shall not cause any nuisance or offence or interference to any other plot fronting the waterways by their behaviour or otherwise.

### **5.4 Marina Rules**

Each Owner who has the right to use and enjoy a Marina Berth covenants and undertakes to comply with the following Bylaws in respect of the use and enjoyment of the Marina:

#### **5.4.1 Access**

Subject to any other Marina Bylaw, a Marina Berth holder must not park or stand any motor or other vehicle upon the Marina except in areas approved by the Marina Operator. The Marina must not be obstructed by a marina berth holder or the guests, servants, employees, agents, children, invitees, licensees of a Marina berth holder or any of them or used by them for any other purpose other than the reasonable ingress and egress to and from their respective Marina Berths or the parking areas provided.

#### **5.4.2 Damage to the Marina**

A marina Berth holder must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the marina except with the consent of the Marina Operator.

#### **5.4.3 Depositing Rubbish on the Marina**

A marina Berth holder must not deposit or throw upon the marina or waterways any cigarette butt, rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of any other Marina berth holder or of any person lawfully using the Marina or surrounding areas. A Marina berth holder must not



discharge any pollution (including human waste etc) or release anything likely to pollute the environment whilst in or near the Marina.

#### **5.4.4 Instructions to contractors**

A Marina Berth holder shall not instruct any contractors or workmen employed by the Marina Operator unless so authorised.

#### **5.4.5 Appearance of the Marina & Signs**

A Marina Berth holder except with the consent in writing of the Marina Operator, shall not hang any washing, towel, bedding, clothing, or the like article or display any sign, advertisement, placard, towel, bedding, clothing or other article or like matter on any part of his vessel or Marina berth in such a way as to be visible from the Marina or any other Marina berth. The hanging of clothing to dry naturally is permitted only in the areas designated by the Marina Operator.

#### **5.4.6 Inflammable Liquids, Gases or Other materials**

A marina berth holder shall not bring to do or keep anything in his Marina Berth which will increase the rate of fire insurance on any part of the Marina or which may conflict with the laws and or regulations relating to fires or any insurances policy upon any property on the Marina or the regulations or ordinances of any public authority.

#### **5.4.7 Keeping of Animals**

A Marina Berth holder shall not keep any animal upon his vessel while it is moored on his Marina Berth or the Marina.

#### **5.4.8 Use and Dimensions**

A Marina Berth holder shall not use a Marina Berth or permit a Marina Berth to be used for any purpose other than as a mooring for a single vessel not exceeding the dimensions of the Marina Berth used by him and such use shall be in accordance with the provisions of the agreement or license issued by the Marina Operator employed by The Wave, Muscat.

When determining the size of a vessel, it shall be measured from its further most extremities, protrusions or attachments.

If the size of a vessel is such that it extends beyond the boundaries of the Marina Berth, the Marina Berth holder authorizes and directs the Marina Operator to

adjust the mooring lines or otherwise arrange for the vessel to be moored wholly within the boundaries of the Marina Berth.

A Marina Berth holder must not moor or permit to be moored in a Marina Berth any fishing vessel or trawler. Each Marina Berth holder acknowledges and agrees that the right to use a Marina Berth has been granted subject to the specific condition that each vessel moored in the Marina must be of a standard acceptable to the Marina agreement or license (acting reasonably).

If any vessel previously accepted by the Marina Operator becomes of an unacceptable standard as to condition, appearance or otherwise, then upon giving 30 days' notice in writing of their intention to do so, the Marina Operator shall be at liberty and entitled to revoke any approval previously given in respect of any such vessel and upon or prior to the expiration of the notice, any such vessel shall be removed from the Marina by the Marina Berth holder.

A Marina Berth must not be used for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of the Marina or the development. A Marina Berth holder must not display any 'for sale' sign on any vessel moored in the Marina or offer a vessel for sale from the Marina or hold any auction on the Marina without the full approval of the Marina Operator.

#### **5.4.9 Use of Radios etc**

A Marina Berth holder must not operate or permit to be operated upon the Marina any radio, two way radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the Marina or in any other Marina Berth.

#### **5.4.10 Behaviour of Invitees**

A Marina Berth holder must take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of any other Marina Berth holder or of any person lawfully using the Marina.

The Marina Berth Holder shall be liable to compensate the Marina Operator in respect of all damage to the Marina and other personal property caused by such Marina Berth holder or his invitees. The duties and obligations imposed by these Marina By-Laws on a Marina Berth holder shall be observed not only by the



Marina Berth holder but also by the guests, servants, employees, agents, children, invitees, and licensees of each Marina Berth holder.

Where the Marina Operator expends money to make good damage caused by a breach of these Marina Bylaws by any Marina Berth holder or the guests, servants, employees, agents, children, invitees, and licensees of the Marina Berth holder or any of them, the Marina Operator shall be entitled to recover the most so expended as a debt owing by the Marina Berth holder at the time when the breach occurred as well as to apply the relevant terms and conditions as set out in the appropriate Agreement or License.

#### **5.4.11 Power of the Marina Operator**

The Marina Operator may make rules relating to the Marina not inconsistent with these rules and the same shall be observed by the Marina Berth holders unless and until they are disallowed or revoked.

#### **5.4.12 Commercial Activity Prohibited**

A Marina Berth holder shall not permit a vessel to display for sale or hire from or within any Marina Berth or the Marina other than when the said Agreement or License permits such commercial activities.

#### **5.4.13 Marina Operator's Rights in an Emergency**

If in the opinion of the Marina Operator (acting reasonably), an emergency arises, and the Owner cannot be contacted after reasonable attempts, the Marina Operator shall be entitled, without having any obligation so to do and without in any respect incurring any liability, to enter upon a Marina Berth and remove any vessel moored in the berth and to take it to another place and without any liability to the Marina Berth holder, moor such vessel. The Marina Operator will notify the Marina Berth holder in writing of the place where the vessel is moored.

#### **5.4.14 Human Habitation**

An Owner must not use or permit the use of any vessel moored in a Marina Berth at any time as a place of permanent human habitation. For the purposes of this Clause, the term "a place for permanent human habitation" shall mean occupation of a vessel moored in a Marina Berth for any period in excess of 48 hours over any 14 day period.

#### **5.4.15 Amendment of any rules relating to the Marina**

The Marina Operator may amend, revoke or add to the rules affecting the Marina at any time.

#### **5.4.16 Damage to Surfaces**

A Marina Berth holder or an occupier must not:

- a) damage any surface, being part of or situated upon the Marina; or
- b) damage any piece of furniture or other asset of the Marina.

#### **5.4.17 Garbage Disposal**

A Marina Berth holder shall:

- a) comply with all governmental or semi-governmental Bylaws and ordinances relating to the disposal of garbage;
- b) ensure that the health, hygiene and comfort of all other Marina Berth holders are not adversely affected by this disposal of garbage; and
- c) properly wrap any rubbish and place into receptacles provided at the Marina.

#### **5.4.18 Repairs, Maintenance, Toilets and Works to Berths**

Each Marina Berth holder, at his or her own cost and expense and to the satisfaction of the Marina Operator (acting reasonably), shall clean and keep in good seaworthy and useable condition, any vessel moored in his Marina Berth. A Marina Berth holder shall not remove or alter or cause any structure to be constructed on any part of his Marina Berth.

In the event of any damage to a Marina Berth caused by the actions of a Marina Berth holder, the Marina Berth holder shall immediately notify the Marina Operator who will, as soon as practicable, carry out the necessary repair, renewal or replacement at the cost of the Marina Berth holder.

The carrying out of major repairs, sandblasting painting, hull cleaning, fitting out or refitting of a vessel within a Marina Berth or any part of the Marina is strictly prohibited. The Marina Operator, in its absolute discretion as to the nature and extent thereof, and provided that no breach is caused or committed, may permit

a Marina Berth holder to carry out minor repairs, minor works, mechanical adjustments and electrical work to any vessel while moored within a Marina Berth. The Marina Operator shall be the sole judge of whether the works to be carried out by a Marina Berth holder are minor or major and whether or not approval for any work is to be granted. Each Marina Berth holder shall keep his Marina Berth and its surroundings clean and tidy at all times, and deposit any rubbish and refuse in bins and containers provided by the Marina Operator for that purpose. Each Marina Berth holder, so far as is reasonably possible, shall keep the waters in his Marina Berth and in the Marina clean and shall not while any vessel is moored in a Marina Berth or otherwise in the Marina permit any person associated with the vessel to:

- use any toilet, unless such toilet shall be connected to a holding tank in the vessel and being a toilet and holding tank complying with all relevant legal requirements and so that there shall be no discharge into the waters of the Marina;
- drop discharge or otherwise place overboard from the vessel any litter, filth, sewerage, contents of bilges containing any substance whatsoever, dry or wet refuse or waste material other than clean water;
- breach or infringe in any way or fail to comply with any statutory and/or regulatory provision pertaining in any way to the Marina and/or to any person and/or any vessel within the Marina and in particular, shall strictly observe the provisions of the relevant environmental protection legislation in the Sultanate of Oman and also the requirements of the Muscat Municipality and any other governmental entity; or
- cause any nuisance or offence or interference to any person or vessel in the Marina, by their behaviour or otherwise

#### **5.4.19 Further undertakings in respect of Effluent and Rubbish**

Each Marina Berth holder, at its own cost and expense in all respects, must dispose of ashore or via any sewerage pump-out stations or in the receptacles provided by the Marina Operator for that purpose (whichever shall be the appropriate means) all such filth, sewerage, garbage and refuse and the contents of all bilges, sullage or holding tanks.



#### **5.4.20 Contribution to Annual Budget**

Each Marina Berth holder shall contribute to an annual budget for the proper maintenance, servicing and reserve fund of the Marina. The amount contributed by each Marina Berth holder shall be proportional to the lineal meterage of their respective Marina Berth.

#### **5.4.21 Fire Fighting Equipment**

The Owner shall at its own cost and expense in all respects and to the satisfaction of the Marina Operator provide such fire fighting equipment or facilities on any vessel moored in the Marina Berth required Bylaw or by the requirements of any authority or fire brigade board having control over or responsibility for such matters within the Marina or the Master Plot.

#### **5.4.22 Spillage**

The Marina Berth Holder shall promptly make good, at the expense of the Marina Berth Holder, any loss of or damage to the property of the Marina Operator or any other Owner or licensee in any way attributable to the spillage, discharge or omission of any substance from the vessel moored in the Marina Berth occasioned by the act or omission of the Owner.

#### **5.4.23 Utilities**

Where land power, water or other utilities are provided, the Marina Berth Holder covenants to pay all usage and connection charges in respect thereto.

#### **5.4.24 Inspections**

The Marina Operator has the right to inspect for any breach and infringement of Marina Rules in anyway, or is failing to comply with any statutory or regulatory provision, and may at the Marina Operator's discretion report to any higher authority.

### **6. VEHICLES & PARKING RESTRICTIONS**

Owners are required to adhere to the following Bylaws regarding street traffic and parking. These Bylaws apply to all Owners, tenants, guests, etc. Any violation of the parking policies listed below may result in immediate towing of the vehicle without notice.





## **6.1. Access Control**

- 6.1.1. Owners or occupiers and their guest are allowed into the Master Community subject to adherence to these Community Bylaws and The Wave, Muscat Rules and Regulations.
- 6.1.2. Service Providers, Building Contractors and Handymen are permitted to enter into the Master Community but must at all times have proof of owners or occupiers request for their services on their person.
- 6.1.3. Entry by Service Providers, Building Contractors and Handymen to any building must be approved by the owner or occupiers and proof of access permission must be available when demanded by Manager of “The Wave Muscat”

## **6.2. Parking**

- 6.2.1. Owners or occupiers and their guests must use their allocated parking space or garage as the primary location for parking their vehicles. Garages are intended for the purpose of parking vehicles. Garages shall not be used for storage of any goods and/or materials therein, nor use any portion of the garage for a workshop or other use if such storage or use would prevent the homeowner from parking the required number of vehicles that the garage was intended.
- 6.2.2. If necessary, vehicles may be temporarily parked on the curb side of the street but shall not block access to neighbour’s residence by delivery or emergency vehicles. Violators will be cited, fined, or have their vehicles towed away at the Owner’s or occupiers expense.
- 6.2.3. Parking on the pavements or gardens or any lawn area is strictly prohibited. Violating vehicles will be towed away at the Owner’s expense.
- 6.2.4. No overnight parking of any unauthorised motor vehicle of any kind shall be allowed on any street within the Master Community, unless approved by the Management.
- 6.2.5. Oversized vehicles may not be parked on a street (delivery and moving vehicles excepted while performing services). An oversized vehicle is deemed to be any vehicle that does not fit into a home’s garage, carport or driveway.
- 6.2.6. No dune buggy, water craft, water craft trailer, recreational vehicle, mobile home, motor home, van, camper shell which is detached from a vehicle or otherwise mounted on a neither vehicle, nor truck shall be parked within any



private street or alley or anywhere else within the Master Community where visible to other owners.

- 6.2.7. No inoperative vehicles may be parked so that they will be visible from a neighbouring property or from streets or access roads.
- 6.2.8. No motor vehicle or trailer of any type shall be constructed, reconstructed or repaired in the Master Community in such a manner as to be visible from a neighbouring property.
- 6.2.9. Owners are responsible to see that their guests obey these parking and garage rules.
- 6.2.10. Vehicles are not to be parked in a restricted parking space without the appropriate authorisation displaying a handicap placard or similar authorization.
- 6.2.11. Vehicles are not to be parked in a manner which interferes with any entrance to or exit from either the development or any residence therein.
- 6.2.12. Street parking spaces and any unassigned parking spaces are not reserved to any particular Lot and no portion of the streets may be used for vehicle parking or storage of personal property.
- 6.2.13. No dismantled or wrecked vehicle or equipment shall be parked, stored or deposited within the Master Community.
- 6.2.14. No trailer, truck, boat or recreational vehicle shall be used as a living area within the Master Community.
- 6.2.15. Vehicles parked along the street must be in the same direction as the flow of traffic.

### **6.3. Operation**

- 6.3.1. The maximum speed limit on the Master Community streets is 40 kilometres per hour on main roads and 25 kilometres per hour on neighbourhood roads in accordance with posted speed limit signs. No motorized vehicle of any kind may be operated in any manner which is dangerous, noisy or which creates a nuisance. Any violation of the speed limit or driving considered being dangerous by the Owner or Manager shall be deemed to be a serious violation of the Bylaws and shall be dealt with accordingly.



- 6.3.2. Operation of dirt bikes, trail bikes, sand buggies, off-road vehicles, and non-licensed motorized vehicles are not permitted anywhere in the Master Community.
- 6.3.3. Vehicles that drip fluids or that damage the streets are to be removed or repaired. The Owner will be responsible for cleanup and/or repair or the reimbursement to the Management for cleanup and/or repair.
- 6.3.4. Car stickers provided at the time of handover of property may only be used by Owners or occupiers and promptly returned once Owner is no longer an Owner.
- 6.3.5. Pedestrians always have the right-of-way on walkways / footpaths. These walkways / footpaths shall not be used for storage of items.

#### **6.4. Commercial Vehicles**

Commercial vehicles may not be visibly parked or stored within the Master Community except temporarily while providing a delivery or service to the Management or to an Owner. Commercial vehicles are defined as any bus, truck, semi-trailer, tractor, or any other type of vehicle (car, truck, van, bus, etc.)

#### **6.5. Emergency or Temporary Maintenance and Construction Vehicles**

- 6.5.1. The provisions of these Bylaws shall not prevent any reasonable emergency vehicle repairs or operation of any emergency vehicle, ambulance, etc., within the Master Community. The provisions of these Bylaws shall also not prevent the reasonable operation or temporary use of construction trailers, vans, or other trucks, machinery/equipment, construction shelters or facilities maintained during and used exclusively in connection with the construction of any improvement approved in writing by the Management.
- 6.5.2. Major repairs shall not be conducted to any vehicle of any kind in garages or upon the Common Area, except for emergency repairs to the extent necessary to enable the vehicle to be moved to a proper repair facility. Changing vehicle oil or other automotive fluid is prohibited in the Common Areas.



## **7. MAINTENANCE AND AESTHETICS**

### **7.1. Gardens and Landscaping**

- 7.1.1. It shall be the duty of each Owner or occupier, at his sole expense, to keep all landscaping, including shrubs, trees, grass and other plantings, neatly trimmed, properly cultivated and maintained, and to keep his Lot free of debris and maintained in such a manner as to enhance its appearance. This responsibility applies until the date upon which the Owner vacates the property.
- 7.1.2. The Management at its sole discretion shall determine an acceptable condition of maintenance.
- 7.1.3. Major landscape improvements may not be implemented until the Manager approval has been obtained. Failure to obtain approval could result in removal, at Owner's cost, of the unapproved improvements. Improvements shall be deemed to include irrigation systems, sheds, fences, pergolas, swimming pools, shade structures etc.
- 7.1.4. Owners or occupiers are not permitted to remove any trees, large plants or shrubs, grass or other plantings that would be detrimental to the overall appearance of the property from either the front or rear garden (irrespective of whether the Owner or the Management was responsible for the original planting). Permission to remove plantings must have the express agreement of the Management.
- 7.1.5. Owners or occupiers are not permitted to sink water wells anywhere on the property.

### **7.2. Pest Control**

- 7.2.1. Each property will be routinely controlled for pests prior to the occupancy of the property by the Owner.
- 7.2.2. Owners will be responsible, at their own expense, for any further pest control required within the boundaries (both internal and external) of their own property. Owners are, however, asked to inform the Management of any pests other than ants, non-poisonous spiders, bees and wasps found on their property.
- 7.2.3. The Management will be responsible, on an on-going basis, for Pest Control of all common areas.

## **8. HOME APPEARANCE**

### **8.1. Windows**

- 8.1.1. Windows are not to be covered by paint, foil, sheets, or similar items
- 8.1.2. Window screens must be maintained in good condition. Damaged screens are to be repaired by the Owner.
- 8.1.3. The installation of safety screening at the windows or balconies must be of a translucent material and requires the approval of the Management prior to installation.

### **8.2. Exterior Attachments**

Exterior attachment such as outside television, radio, satellite or similar type antennas, cabling, wiring or ducting are permitted only on roof decks and where they are not visible from an adjoining property or the master community.

- 8.2.1. Nothing may be attached to the exterior of the building or carport (where relevant) without the approval of the Management. Such items may include awnings, pergolas, shade cloth, shade or protective sheeting etc. Permission will only be granted for material of the same wooden material or paint shade as the exterior of the property.
- 8.2.2. No signs, placards or notices shall be affixed to the property without the prior approval of the Management.

### **8.3. Laundry**

Hanging of Laundry on balconies where visible to other adjoining property is not permitted (except when using a temporary and non fixed apparatus such as clothes dryer).

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

- 8.4.1. Temporary holiday or festival lighting is permitted in individual, privately owned Units during the period of Eid and other festive and official national holidays.
- 8.4.2. Decorative lighting for private celebrations such as weddings, parties or other events requires a temporary permit from the Management.
- 8.4.3. Flashing decorative lights or lighting that creates glare visible from outside the property is not permitted. White colour string lights are preferred.



- 8.4.4. Permitted decorative lighting for holidays and celebrations may be installed and illuminated ten (10) days before the holiday or celebration and must be removed not more than four (4) days after the holiday or celebration.
- 8.4.5. Lighting decorations causing complaints from neighbouring Owners must be turned off or removed upon request.
- 8.4.6. No private parties/get-togethers are allowed in common area, without explicit prior approval of the Manager.

## **8.5. Signage**

- 8.5.1. For Sale, Lease or Rent signs are not permitted,
- 8.5.2. Commercial Signage installed by contractors such as landscaping, pool and civil contractors working on the individual property, may display their signage for a maximum of 2 weeks. Signage design must meet the specifications as stated above.
- 8.5.3. No sign or advertising device of any character should be erected, maintained or displayed upon any portion of the common areas or in common areas in front of private property, unless and until the same has been approved by the Manager and should be of standard approved size and of professional quality.
- 8.5.4. No signs (including banners) to be placed on balconies, roofs and windows.
- 8.5.5. Any sign that does not adhere to the above standards will be removed from the site at the Owner's expense.

## **8.6. Patios and Balconies**

- 8.6.1. Balconies and patios may not be used for storage of any storage units, boxes, refuse, unused furniture, cabinets, cartons, automobile parts, recyclable materials, storage and/or recycling containers, woodpiles, clotheslines, clothes drying racks, barbecue grills and/or other equipment, bicycles, or any children's toys or equipment (including, without limitation, tricycles, wagons, strollers, skateboards, scooters, slides and playhouses)
- 8.6.2. Rugs, drapes, towels or other articles shall not be draped or hung on balcony railings, patio walls, from windows, or from clotheslines which are visible above the patio walls.



- 8.6.3. No items on the balcony may extend higher than the balcony wall, including personal items, except the following: hanging or potted plants, patio tables, umbrellas, wind chimes and bird feeders. All of these must be kept in good condition and be aesthetically agreeable. Any resulting damage to the exterior of the residence caused by the installation of hooks or attachments for the purpose of hanging decorative items will be the responsibility of the Owner of the Unit.
- 8.6.4. The storage of any combustible items such as charcoal lighter or other flammable items on the patios, balconies, or hot water heater closets is strictly prohibited.
- 8.6.5. No pots or other items shall be placed on top of any wall or railing and each Owner shall take reasonable steps to capture water from potted plants placed on a balcony.
- 8.6.6. No Owner shall make any improvements to a balcony, entry or patio or similar area unless and until the plans are approved by the Manager.

#### **8.7. General Home Improvement Rules**

- 8.7.1. The Management controls regulates the construction of improvements within the Master Community. Accordingly, no Owner shall build, construct, erect or install any Improvements on his Lot without complying with the architectural control provisions/ guidelines set forth in the Bylaws.
- 8.7.2. Except for the purposes of proper maintenance and repair, and except as otherwise permitted, no Owner shall build, construct, erect, install or modify any Improvement without first, submitting appropriate plans and specifications to the Management and obtaining the approval of the Management.
- 8.7.3. Any approval for home improvement works should have the Approval documents displayed prominently on the site.



## **9. ARCHITECTURAL REVIEW COMMITTEE**

### **9.1. Establishment**

The Architectural Review Committee (ARC) is established to carry out the functions described in the Development Control Plan for the Master Community in accordance with these community Bylaws and the Property Rules and Regulations for The Wave, Muscat.

#### **9.1.1. Members**

The ARC must have at least three members:

- 9.1.1.1. A representative from the Facilities Management Department appointed by the Developer;
- 9.1.1.2. The Senior Design Manager appointed by the Developer.
- 9.1.1.3. A member appointed to provide technical and design guidance, who may be a consultant engaged in the Master Community.
- 9.1.1.4. The Developer may invite owners within the Master Community to be elected as an additional representative for an allocated term.

#### **9.1.2. Conditions for Master Community Owner**

The Developer of the Master Community may appoint the three members of the ARC.

When the Developer no longer owns any Master Community Property, the owner of Master Community may appoint all members of the ARC.

#### **9.1.3. Rules for Membership**

The following Bylaws apply to appointments and appointment revocations by the Developer:

- 9.1.3.1. Appointments and revocations of appointment are by a resolution of the Master Community owner; and
- 9.1.3.2. The people appointed do not need be members of the Master Community; and



9.1.3.3. An appointment lasts until the person resigns or the appointment is revoked by the Master Community owner.

9.1.4. Records

The manager of the Master Community must keep a record of current members of the ARC. The record must include:

- 9.1.4.1. A postal address, telephone number and facsimile number (if available) as notified by the members from time to time; and
- 9.1.4.2. The date of appointment of the member; and
- 9.1.4.3. Written evidence of the appointment of the member; and
- 9.1.4.4. The meetings attended by the member.

9.1.5. Chairperson

While the Developer owns some Master Community Property, plus any lots located with a subsidiary scheme, the chairperson of the ARC will be a member specified from time to time by the Developer in a written notice to the Master Community. Otherwise, the chairperson of the ARC will be a member decided from time to time by resolution of the Master Community committee.

**9.2. Meetings**

The ARC shall meet at regular intervals, when required.

- 9.2.1. ARC meetings may be held electronically over the phone, video conferencing, or email, as long as an audit trail of voting is recorded.
- 9.2.2. Two members of the ARC (which must include the chairperson) constitute a quorum.
- 9.2.3. Meetings must be convened by the manager of the Master Community by written notice to the members of the ARC, unless all members agree to dispense with written notice. The notice must be served by post or facsimile to the recorded address of the ARC member at least 7 days before the proposed date of the meeting. The notice must show the date, time and place of the meeting.
- 9.2.4. ARC meetings should be held:
  - 9.2.4.1. on Business Days; and



- 9.2.4.2. between 8.00 am and 4.00 pm, unless the members all agree in writing to a different date or time.
- 9.2.5. Decisions will be made by a majority votes.
- 9.2.6. Each member will have one vote.
- 9.2.7. A member (including, the chairperson) who is absent from a meeting may appoint another member of ARC as his or her proxy. The proxy must:
  - 9.2.7.1. Be in writing by the person making the appointment; and
  - 9.2.7.2. Be delivered to the manager of the Master Community before the relevant ARC meeting.
- 9.2.8. A member acting as a proxy has the same powers at an ARC meeting as the member who the member acting as a proxy represents.
- 9.2.9. The ARC may from time to time, designate one or more of the members to investigate specialist matters for and on behalf of the ARC and report their findings to the ARC.
- 9.2.10. The ARC may hold meetings by telephone conference call or vote electronically, if agreed by the ARC.
- 9.2.11. A minute of ARC signed by the Chairperson of the ARC effect as a resolution of the ARC.

### **9.3. Consultants**

Consultants for the ARC provide technical and design guidance to other members:

#### **9.3.1. Appointment**

- 9.3.1.1. The ARC may appoint Consultant from time to time to assist the ARC in properly performing the ARC member's duties. To remove doubt, any member of the ARC may act as a Consultant.
- 9.3.1.2. Each application to the ARC may be submitted to the appropriate Consultant before the meeting at which the application will be considered.
- 9.3.1.3. The type of Consultant to review different Development Applications may be determined by the ARC from time to time.

### 9.3.2. Reimbursement of Consultant Fees

The ARC may require an Applicant to reimburse the Master Community for the reasonable cost of engaging any Consultant retained to assist the ARC in considering an application. In that case, the ARC must not issue an approval for the application until the cost is paid to the Master Community.

## 9.4. **Development Applications**

Submitted to the ARC from owners who intend to carry out building works.

### 9.4.1. Approval Process

- 9.4.1.1. Submitted by the owner of the relevant Lot or the owner's nominee or agent; and
- 9.4.1.2. In writing on the form specified by the ARC; and
- 9.4.1.3. Follow the ARC review process as specified by the ARC;
- 9.4.1.4. At a minimum the submission must be accompanied by (in A1 format, 2 copies of each – 1 A3 Copy):
  - 9.4.1.5. Floor plans (including site ratio and site coverage ratio); and
  - 9.4.1.6. Site plans; and
  - 9.4.1.7. Drainage plans; and
  - 9.4.1.8. Landscaping plans; and
  - 9.4.1.9. Building plans (including elevations and cross sections) and specifications; and
  - 9.4.1.10. Descriptions and samples of exterior materials and colours and external light fittings; and
  - 9.4.1.11. Construction arrangements, techniques and proposed access to the part of the Master Community Property; and
  - 9.4.1.12. Construction program with clearly stated start/completion dates; and
  - 9.4.1.13. Any fee payable under this Code; and

- 9.4.1.14. Any other information required from time to time by the Master Community such any approvals/ permits required to be granted by the relevant local government authority as it relates to the work contained in the application.
- 9.4.1.15. The ARC may require an Applicant to give additional information. The Applicant must supply the additional information as soon as reasonably possible; this may incur additional processing fees to the applicant.

#### 9.4.2. Application Fees

- 9.4.2.1. Owners must pay an application fee to obtain a building permit.
- 9.4.2.2. The application fee will be specified by the ARC from time to time.
- 9.4.2.3. An application will not be processed until the application fees are paid in full when the required documents are lodged.

#### 9.4.3. Basis of Approvals

- 9.4.3.1. The ARC must consider Development Applications using the Development Control Plan (DCP) for 'The Wave Muscat' Master Community and the Control Plan Covenant (CPC).
- 9.4.3.2. After the ARC has considered an application it must give the Applicant written notice approving the application (conditionally or unconditionally) or rejecting the application. The ARC must use its best endeavours to give the notice within twenty (20) working days of receipt of the application fee and any additional information required.
- 9.4.3.3. If the ARC approved an application conditionally, the conditions may include, but are not limited to:
- 9.4.3.4. Submission of any additional plans and specifications or such other information as required by the ARC; and
- 9.4.3.5. Changes being made to any of the items or information included in the application; and
- 9.4.3.6. Commencement of the building works within a reasonable time determined by the ARC.

- 9.4.3.7. All approvals may be affixed with the ARC approval stamp and signed by an authorised representative.
- 9.4.3.8. An ARC approval expires when any relevant Government or other authority approvals expire, or, if there are no other expiry dates, six months from the date of the ARC Approval.
- 9.4.3.9. The Applicant must submit to the ARC, at the address for service of the Master Community, two copies of all necessary plans and correspondence which shows the extent of the changes, if the applicant:
  - 9.4.3.9.1. has obtained an ARC Approval; and
  - 9.4.3.9.2. obtains all necessary approvals from the Government and all other relevant authorities; and
  - 9.4.3.9.3. the building works have changed since the ARC Approval was obtained because of the requirements of the Local Government or the other relevant authorities.
- 9.4.3.10. If the change is not a substantial change, the information is submitted to the ARC for information only.
- 9.4.3.11. If the change is a substantial change, the Applicant must undergo the approval process described in Bylaw 9.4.2 to obtain a new ARC Approval.
- 9.4.4. ARC Permit
  - 9.4.4.1. An ARC permit will be issued to the applicant within 14 days of the ARC Approval.
  - 9.4.4.2. The ARC permit should be given to the contractor who is undertaking the building works.
  - 9.4.4.3. The ARC will enforce a strict policy, no building permit, no work should commence on the work site.

## **9.5. Inspection and Compliance**

### **9.5.1. Owners Responsibility after completion**

This is the procedure for the inspection of works when construction is complete:

- 9.5.1.1. The Applicant must notify the ARC that the Works are complete and, with the notice, give the ARC plans to the extent they comprise of the completed works:

All buildings; and

Landscaping and irrigation; and

The location of all new services installed as part of the building works, such as storm water, sewerage, mains water, telecommunications and data lines, electricity cables and gas lines;

- 9.5.1.2. Within a reasonable timeframe of approximately 21 days of receiving the notice the ARC must inspect the works; and

- 9.5.1.3. If the works have not been completed in accordance with ARC Approval, the ARC will notify the Applicant in writing of the non-compliance, specifying the particulars of non-compliance; and

- 9.5.1.4. The Applicant must remedy the non-compliance within 30 days after unless otherwise notified by ARC receiving the notice from the ARC, and then the notice and inspection procedure described in this clause applies again.

#### 9.5.2. Relaxation of DCP/CPC Code

- 9.5.2.1. The ARC may allow non-compliance with any requirement of the Development Control Plan (DCP) and Control Plan Covenant (CPC) for 'The Wave Muscat' Master Community in its complete discretion on a case by case basis.

- 9.5.2.2. The Applicant must show suitable grounds to justify their case to the ARC.

- 9.5.2.3. Relaxation of the DCP and CPC will only be given in extraordinary circumstances.

#### 9.5.3. Breach of Code

- 9.5.3.1. If the Applicant does not comply with DCP and CPC for 'The Wave Muscat' Master Community or with any approval issued by the ARC under DCP and CPC, the Developer will serve a Contravention

notice on the Applicant requiring it to remedy the non-compliance within a reasonable period set out in the notice.

9.5.3.2. If the Applicant does not remedy the non-compliance in the period set out in the notice, the Master Community owner may:

- Enter any part of the Master Community Property where the non-compliance has occurred; and
- Remedy the non-compliance; or
- Remove the non-complying Works; and
- Recover the costs of its action under this clause as a liquidated debt to the list from the Applicant.
- Apply financial penalties for breeches of Code.

9.5.3.3. The ARC may take any action it considers necessary to prevent a breach of DCP and CPC for 'The Wave Muscat' Master Community. For example, without limitation, it may:

- Require all work on the relevant Master Community Property to cease; or
- Restrict the access of the Applicant, its agents, employees or contractors to the relevant Master Community Property.
- Apply financial penalties for breeches of Code.
- Engage legal advice on behalf of the Master Community.

#### 9.5.4. Responsibility of contractors

9.5.4.1. Owners are responsible for any damage, costs or other liabilities arising out of the undertaking of building works, including damage, costs or liabilities caused by contractors engaged by the owner in connection with the approval for building works.

9.5.4.2. If damages, cost, or liabilities are suffered or incurred by the Master Community in respect of Common Property, Master Community assets or part of Master Community Property that are the



responsibility of the Master Community to maintain the Master Community may recover those costs, liabilities, or damages from the relevant owner(s) as a liquidated debt and regardless of whether those costs, damages or liabilities are caused by the owner or the contractor engaged to carry out the building works.

## **9.6. General Considerations**

### **9.6.1. No Waiver of future approvals**

The approval of the ARC to any Works is not a waiver of the right to approve conditionally or reject any similar Works subsequently submitted for Developer approval.

### **9.6.2. No Liability**

9.6.2.1. Neither the ARC, nor any member of the ARC, nor the Developer is liable to any Applicant for any loss, damage or injury arising out of or in any way connected with any recommendation, approval (conditional or unconditional) or disapproval given under this Code unless due to the wilful misconduct, bad faith, or criminal act of the ARC, its members, the Master Community Owner or their duly authorised representative.

9.6.2.2. Approvals (conditional or unconditional) of any application will not be construed as compliance by the Works with any laws about construction of the Works, the structural soundness of the Works, or any other approvals required for the Works.

### **9.6.3. Indemnity**

The Applicant will indemnify the Master Community Owner, the ARC and any agent, employee or contractor of the Master Community or the ARC against all losses, claims, demands, and expenses which the Master Community Owner, the ARC or any agent, employee or contractor of the Master Community or the ARC sustains or incurs due to the Applicant's non-compliance with this Code.

### **9.6.4. Severability**

9.6.4.1. If the whole or any part of a provision of Bylaws 9. ARC is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction.





- 9.6.4.2. The Bylaw has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This Bylaw has no effect if the severance alters the basic nature of these Bylaws is contrary to public policy.

9.6.5. Conflict with Laws and Requirements

If the whole or any part of a provision of the Bylaw noted in 9.6.4.1 conflicts with any law or a requirement of the Property Rules and Regulations, Government Laws or any relevant authority within the Sultanate of Oman, it is of no effect to the extent of the conflict.

9.6.6. Appeals

To remove any doubt, the dispute resolution provisions of the Property Rules and Regulations apply to the resolution of disputes under the Bylaws noted in 9.6.4.

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