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# Owner Handover Manual

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Westar  
Developments

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Jumeirah Village  
Circle

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# 01 COMMUNITY RULES

The following advisory has been compiled to assist residents to better understand community living. Included are simple “do’s and don’ts” that we hope will provide a helpful and useful framework for community living.

The intent of the Do’s & Don’ts of community living is to promote and encourage common courtesy in its members’ actions and attitudes. This is not intended to replace any legal documentation but to give a brief synopsis to the residents of what community living entails and to foster a serene and safe environment for the families, children, neighbors, and guests of the Community.

These suggestions are designed to assure a minimum of regulatory intrusion into the lives of residents who have chosen to live here. It is very important that in a community such as ours, each member do his or her share to protect the rights of all other owners and residents.

## HOME USE

As per the agreement, residential units are to be used for single-family residences only. No business or commercial activity to which the public is invited should be conducted within any unit in the Community.

Kindly ensure that you do not engage in any activity within the Community that is in violation of any laws, ordinances, statutes, rules or regulations of Dubai or of the United Arab Emirates.

There shall be no solicitation permitted by any person anywhere in or about the property for any cause, charity or any other purpose whatsoever.

## COMMON AREA

Common Areas are those areas that are outside your unit and are for the common use and enjoyment of members of the Community.

The entrances, passages, vestibule, and like portions of the Common Area shall not be obstructed or used for any purpose other than entering and exiting the property; nor shall any carts, carriages, chairs, tables, bicycles and other similar objects such as toys, brooms, shoes, garbage cans, recycling bins, etc., be stored in the common area.

The personal property of the residents must be stored in their respective units. No flammable, combustible or explosive fluids, chemicals, or substances shall be kept in any unit, its adjacent area, or the common areas.

Individuals should not hire subcontractors to work in the common Areas.

Individuals should not damage, disturb, or alter landscaping within the Shared Areas.

It is prohibited to litter or cause debris to be put on the common area.

Individuals should not use the Common Areas for any personal use such as dusting carpets, cleaning furniture, or displaying plants and flowers.

## RECREATION AREAS & FACILITIES (If any)

Common recreation areas, swimming pool, and the gymnasium are for the exclusive use of the residents of the community and their guests.

All residents and their guests swim at their own risk, whether or not a lifeguard is present.

Food and glassware of any kind are not permitted in the pool area. Beverages are permitted only in unbreakable containers.

No one is permitted to appear in any part of the common areas (other than the swimming pool area) in dripping swimwear. Footwear and an outer garment are to be worn to and from the pool and in all common areas of the building at all times.

No children under the age of 16 shall be permitted in the pool unless accompanied and supervised by an adult who is responsible for their safety. Children under 2 years of age are not permitted in the common pool.

When necessary, other policies regarding the use of the pool will be updated and posted at the entrance to the pool area.

### **ALTERATIONS AND ADDITIONS TO YOUR UNIT**

Residents are free to decorate their homes in a manner that best suits their taste. However, residents cannot make structural modifications to walls, (including a color change) to the external appearance of the building or its doors and windows, interior layout or plumbing and mechanical/electrical systems or to the common areas without the prior written consent of Westar Properties.

No resident should allow the installation of wiring for electrical or telephone use, air-conditioning unit or other machine or equipment, which is otherwise visible from exterior of a building unless authorized by Westar Properties and Nakheel in writing.

No resident should allow the installation of Cable TV/Satellite TV dishes and related equipment on the building. Du provides telephone, high-speed Internet, and cable television services at Jumeirah Village on a state of the art and future-proof IP network.

Nothing should be done in or to any Unit or Common Area that may impair the structural integrity of the Community or which would structurally change a building or improvement thereon. Nothing shall be altered or constructed in or removed from the common Area except upon the prior written consent of Westar Properties.

Changes affecting the appearance of the exterior of any building, such as decorations (excluding holiday decorations), awnings, sun shades, air-conditioning equipment, fans, screens, gutters, storm doors, satellite dishes, external radio / TV antenna and enclosures of any kind, gazebos, sheds, painting of the exterior or any other changes should be made only with the prior written consent of Westar Properties and Nakheel. The resident's contractor must be insured to carry out any of the above works and Westar Properties' and Nakheel' prior approval is required before any changes are undertaken.

### **BALCONIES**

Residents must maintain the exterior appearance of the Community by keeping their balconies in a clean and tidy condition.

The balcony is not to be used as a storage area for any items except seasonal furniture. No linens, clothes, clothing, curtains, rugs, mops, laundry, flags, or any other article shall be stored, shaken, or hung from any of the balconies or railings.

No resident can make any change to the balcony without the consent of Westar Properties and Nakheel.

No animal pens are allowed on the balcony.

### **NOISE AND NUISANCE**

No nuisances including littering, loitering, soliciting, obnoxious or offensive activities should be carried out on any unit or any portion of the Community, which may be or may become an annoyance or nuisance to the Community.

Such nuisances include but are not limited to offensive noises, odors, smoke, vibrations, and views.

Residents shall exercise due consideration at all hours in the operation of radios, televisions, musical instruments, or any other items to ensure that the sound will not disturb others.

Noise is considered to be too loud if it can be heard by and disturbs an adjacent neighbor.

If after multiple warnings the Tenant/Occupant does not comply by the noise regulations, the tenancy contract will not be renewed for the next year.

### **DANGEROUS / ILLEGAL GOODS**

No explosives, hazardous chemicals, or firearms to be stored in any Unit, in any part of the Development, its annexes or beside the Development.

No storage of any personal property in any of the common areas is permitted.

### **SIGNAGE**

No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted, or affixed on any part of the Common areas including the entrance to the home.

### **PARKING**

Each unit has designated parking spaces. Vehicles should park only in their designated parking spaces that have been allotted to the Unit and should be parked so as not to obstruct the spaces for other vehicles.

The parking area should not be used for any purpose other than parking vehicles.

No overnight parking of any motor vehicle of any kind shall be allowed on any street within the community by residents, guests, occupants, or workman unless the Nakheel Security Office has granted prior permission.

No inoperative vehicles may be parked in the community.

Residents are responsible to ensure that their guests obey these parking rules.

Commercial vehicles should not be parked or stored within the Community except temporarily while providing a delivery or service to a resident.

There are no restrictions to prevent any reasonable emergency vehicle, ambulance, etc., within the Community. 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 may be allowed subject to approval from Nakheel.

No repair of vehicles shall be made on the property.

No vehicle may display "for Sale" signs except for those attached to the interior sides of the vehicle window.

Parking is not permitted at any time in front of fire hydrants or in community entry drives.

### **UTILITIES**

Every resident shall be responsible for and pay for water, electricity gas, chilled water, telecommunications, and any other Utilities required in connection with the Unit.

# 02 DEFECTS

## LIABILITY WARRANTY/ MAINTENANCE

Westar holds its contractors liable for a period of one year from date of the Building Completion Certificate, for the repair and replacement of any defective material, fittings, and fixtures which includes mechanical, plumbing, and electrical works.

Within this period, should you have an issue with any defective works in your house, please contact us, and we will forward your complaint to the Main Contractor who will arrange to fix the problem.

This section of your handbook provides you with valuable information concerning your new home. It also lists what the Defect liability and Maintenance does and does not cover.

Please note that the building is considered ready for “beneficial occupancy” once the works are completed save minor defects and repairs that can be made good within a certain period after the handover of the premises to the owner.

### ONE-YEAR DEFECT LIABILITY PROTECTION

Residents are responsible for notifying Westar in writing of any defects before the end of the first year.

### WHAT IS COVERED?

- a) Defects in materials and work including caulking, windows and doors so that the building envelope prevents water penetration
- b) Defects in material and workmanship in the electrical, plumbing and cooling delivery and distribution systems
- c) Cosmetic surface damage caused during construction is readily noticeable during the Move-In Inspection and must be noted at that time. Such damage including scratches, dents, gouges, or tears can also occur during the Move-in process or through daily activity. Therefore, after we correct any items noted on the Inspection form, repair of cosmetic surface damage is your responsibility. Please be advised that this also includes paint touch-ups.

### WHAT IS NOT COVERED?

- a) Defects in materials, design and workmanship supplied by the Purchaser or his/her contract
- b) Painting wallpapering or refinishing of any drywall repairs
- c) Replacement of faucet washers and “O” rings
- d) Exact color match of any replacement material
- e) Substantial damages caused by any replacement
- f) Marble and granite are natural materials and as such graining cracks and color variations occur naturally and are not defects
- g) Consequential damage resulting from defects that are under defect liability. The defects themselves are covered, but the personal or property damage they might cause is not
- h) Normal wear and tear
- i) Damage caused by improper maintenance or normal weathering of exterior finishes.
- j) Damage to parking garage caused by the misuse or lack of cleanliness
- k) Bidet Hand spray replacements will incur a flat fee of AED 100 + VAT/ ea.
- l) Bottle trap and floor trap cleaning is the sole responsibility of the tenant. Any damage to the bottle traps owing to overcrowding in the sink cabinet will be the sole responsibility of the tenant.
- m) Deficiencies caused by tenant neglect or improper maintenance
- n) Items not reported in writing within the applicable defect liability time frame
- o) Damage due to the effects of vandals, acts of God (e.g. floods, high winds), civil commotion, riots, insurrection, or war.

- p) Damage from insects and/or rodents. Pest control is the responsibility of the tenants
- q) All Built-in Appliances to be serviced by Betterlife and logging a service request to [customercare@betterlife.ae](mailto:customercare@betterlife.ae) and are chargeable and not under maintenance.
- r) Please note if your unit is facilitated with smart systems like the NEST thermostat and keyless systems, in case of product malfunctioning they will be replaced with standard manual systems as these are just experimental implementation by the Developer.

# 03 MAINTENANCE LIABILITY

Regular maintenance is crucial for the proper functioning of a home as well as the safety and comfort of your family. While Westar Properties will be available to assist you in every possible way, it is very important to understand the various types of maintenance issues and what is covered by Westar Properties.

At the time of signing the tenancy agreement, Westar Properties will ask the tenant to pay an amount of AED 2,500, which will cover any and all issues required for the normal functioning of the AC units. Some minor items excluded from the scope of Westar Properties are:

1. Changing of Bulbs
2. Installation of extra light fittings
3. Repair/replace damage caused by the occupant or their guests
4. Payment of utility bills

## MAINTENANCE REQUEST

If a maintenance issue should arise, please send us a maintenance request by email. We ask that you submit maintenance requests in writing to avoid confusion and to ensure that we have a clear record of your request. When making a request, be as specific as possible about the problem as possible.

Please note that the maintenance department schedules appointments Sunday to Thursday, from 10:00AM – 4:00 PM, unless agreed otherwise. We suggest that at least one member of the household be available during the call out. Westar Properties will not be liable for any missing/stolen items.

Tenants are responsible for securing any pets during the visit or the maintenance work to the property.

## MAINTENANCE PROCEDURE

Send us an email at: [clientrelations@westarproperties.com](mailto:clientrelations@westarproperties.com) with a detailed description of the maintenance issue. In case of emergency please call the emergency number provided to you at the time of handover. We will take an appointment with you so that our Maintenance Team can inspect the issue and determine the cause of the issue.

We will inform you of our analysis and schedule an appointment to rectify the issue within 7 working days, subject to availability of parts.

A maintenance issue will be considered emergency if and only if, the ENTIRE UNIT is inhabitable. E.g. entire unit AC not working, entire villa no water etc.

## APPOINTMENT BOOKINGS & CANCELLATION

All appointment communication will be confirmed via email and will not be scheduled unless otherwise confirmed by the resident.

All appointments will be taken with a 4-hour window, as specific service times are difficult to ascertain.

Appointments can be rescheduled as long as 4-hour prior notice has been given in writing/email.

**In the event of a *no-show* or cancellation of appointment without timely notification we reserve the right to charge the resident the visiting charges/fees of the technician with a minimum of AED 150/- per visit**

## RESIDENT'S OBLIGATIONS

The Resident is liable to return the Unit back to Westar Properties in the condition it was received in, including applying a fresh coat of paint to the entire unit.

In the event of a Damage caused by the Resident, intentionally or otherwise, the Resident will be liable to pay for the rectification of such damage as ascertained by the Maintenance Team.