



saliena

SALIENA RULES



The Edition of Saliena Rules is in force from 12.06.2024

ABETTER
WAYOFLIFE



DEFINITIONS

Agreement – Agreement on compliance with Saliena Rules, concluded between the Owner of the Real Estate and Saliena’s Representative.

Saliena Rules – all rules, stated in this document are binding for all Persons.

Saliena – is a territory with residential houses private plots of land, commercial buildings, as well as roads, children’s playgrounds, a forest park, garden parks and other Saliena territories located in Babīte parish, Mārupe District, which is shown in the map of Saliena (Annex No.1 of Saliena Rules).

Conditional Access Territory – Saliena’s privately owned territory with access provided by Saliena’s Representative according to the Saliena Rules, which includes: roads, streets, walkways, driveways, and Recreation Zones.

Joint Usage Territory – Real Estate, unit, or part of unit, contained in composition of Real Estate, that has been passed for usage to several Owners according to law or an agreement.

Recreation Zones – Saliena’s privately owned territory, within the Conditional Access Territory, which includes: children’s playgrounds, the forest park, garden parks, water bodies etc. with controlled access and subject to the Saliena Rules.

Real Estate – privately owned residential or commercial real estate owned by the Owner which is located in Saliena territory.

Owner – a person whose Real Estate ownership rights are registered in the Land Register.

Persons – Real Estate Owners, tenants, lessees, users, their family members, employees, guests and other persons, who are entitled to be in the Real Estate.

Saliena’s Representative – a company which ensures compliance with Saliena’s Rules.

Building – a structure created or due to be created, renewed, conserved, demolished, located, rebuilt, restored, during the construction works that is connected to land in Saliena territory, including ancillary buildings and mobile or temporary buildings.

Construction Works – actions, stipulated in point 16.3. of Saliena Rules.

Facade – The visible side of the Building’s outer walls/surfaces.

Easment of view – The Real Estate is burdened with an easment registered in the Land Registry – Easment of view. The Easment of view prohibits the Owner of the Real Estate to conduct Construction Works without the written consent of the dominant estate.

Design Guidelines – Rules set in Annex No 2 of the Agreement with all attachments, the current edition of which is published on the webpage saliena.eu section “Design Guidelines”: saliena.eu or in another publically available place about which the Owner is informed in accordance with the Agreement.



INTRODUCTION

Saliena is a residential complex where daily activities can be spent in a private, tranquil and diverse environment, which is comprised of various neighbourhoods, parks and a forest park, bringing pleasure and comfort to persons of all ages.

Buying Real Estate in Saliena means enjoying a modern quality lifestyle in a community environment of likeminded people with European values. Saliena's lifestyle has added value to your Real Estate.

In order to preserve and improve the quality of life in Saliena, all Persons must always behave tactfully and in a civilised manner, without causing inconvenience or disturbances for other Persons.

In order to help every Person understand their right and obligations, Saliena Rules of conduct that must be adhered to in the entire Saliena territory have been drawn up, encompassing every private property, Joint Usage Territory, Conditional Access Territory.

Special attention is being paid to protecting Saliena's architectural and aesthetic values.

For the unfulfillment of Saliena Rules warnings or penalties are applied.

Compliance with the Saliena Rules ensures a high quality of life in Saliena.

1. GENERAL CONDITIONS

- 1.1. The Saliena Rules define the requirements for the behaviour of Persons in the Saliena territory, in addition to those laid down in regulatory legal enactments. The observance of Saliena Rules by all Persons is a guarantee of high quality of life, privacy, as well as an increase of the value of your Real Estate, which is the goal of the Saliena Rules.
- 1.2. The Owner is responsible for their behaviour, as well as for the behaviour of other Persons in cases of violation of Saliena Rules.
- 1.3. Saliena Rules are binding for every Person. Every Person is obliged to fulfil the requirements of Saliena's Representative, based by the Saliena Rules or regulatory rights. When applying the Saliena Rules, their content is interpreted in accordance with the purpose indicated in the Saliena Rules Introduction and with the principles of common sense.
- 1.4. In the event of a sale of the Real Estate, the seller has a duty to introduce the buyer to Saliena Rules prior to the new ownership rights being registered in the Land Register, to notify Saliena's Representative about the new Owner, specifying their name, surname, Real Estate address, and the mobile phone number and e-mail address of the new Owner, in compliance with the requirements of the legal acts

2. RULES OF CONDUCT THROUGHOUT SALIENA TERRITORY

- 2.1. In Saliena, the privacy of Persons and their private property must be respected.
- 2.2. None of the activities by a Person in Saliena may disturb other Persons. Any kind of leisure activities in Saliena must be carried out with due caution and respect for other Persons.

3. TRAFFIC REGULATIONS

- 3.1. The movement of vehicles on the territory of Saliena must be carried out in compliance with the road traffic regulations in force in the Republic of Latvia and Saliena Rules.
- 3.2. Vehicle parking in Saliena's Territories is only allowed in the parking spaces specially created for this purpose, within the parameters of the markings, parking spot's length and width.
- 3.3. Only the following vehicles are allowed to park on the territory of Saliena: passenger cars - (vehicle category - M1); mopeds, motorcycles, tricycles and quad bikes (vehicle category - L). Other vehicles on the territory of Saliena can only be placed in closed buildings, such as garages.
- 3.4. Entry of vehicles and mobile equipment the mass of which exceeds 5 tons into the Saliena territory is allowed only with a written approval of the Saliena's Representative.

4. RESTRICTION ON NOISE LEVELS

- 4.1. In Saliena's Territory is set the maximum permissible noise level must be in accordance with the information in the table:

	8:00-19:00	19:00-8:00
Monday	90 db (max)	50 db (max)
Tuesday		
Wednesday		
Thursday		
	8:00-22:00	22:00-8:00
Friday	90 db (max)	50 db (max)
Saturday		
	All day	
Sunday and public holidays	50 db (max)	

- 4.2. The use of motorised and other equipment of maintenance of the Real Estate with a heightened noise level (more than 50 db) is only allowed during the times specified in Clause 4.1 of Saliena Rules.

- 4.3. Persons are obliged to keep the noise level of musical, video or any other devices (instruments) at such a level that it does not disturb other Persons located in Saliena.
- 4.4. The security alarm systems should not disturb Persons. Therefore, it is prohibited to use vehicle alarms in the territory of Saliena, the operation of which is accompanied by long sound signals (more than 15 seconds). On the territory of Saliena it is allowed to use modern silent security alarms for the Real Estate without the use of external sirens, and when triggered, the signal is sent to the dispatcher of the security company, and the Owner receives a notification on a mobile device.
- 4.5. Any type of firework display in Saliena must be approved by Saliena's Representative, except for the period from 31st December to 1st January.

5. REFUSE DISPOSAL RULES

- 5.1. Household waste should only be disposed of in garbage containers or bins. Small rubbish should be thrown into the trash bins. Littering is strictly prohibited.
- 5.2. Do not place bags of refuse or other waste and objects near trash cans, containers or bins.
- 5.3. When using containers for sorted waste, Persons are required to adhere to the material sorting requirements imposed by the company responsible for collecting sorted materials. This includes, but is not limited to, disposing of materials in accordance with sorting requirements, flattening/crushing packaging (cardboard boxes), PET bottles, and so on before disposal.
- 5.4. Burning of refuse, leaves, grass, branches and trees is strictly prohibited in Saliena. For the disposal of this waste, you must contact specialized companies.
- 5.5. Garbage and waste, including fallen leaves, tree branches, grass cuttings, snow etc., are strictly prohibited from being disposed of on the Real Estate territory, Conditional Access Territory, Recreation Zones or Joint Usage Territory. For the disposal of this waste, you must contact specialized companies.

6. RULES FOR KEEPING PETS

- 6.1. Persons are responsible for their pets so that they do not disturb other Persons in Saliena, for example noise, smells, aggressive behaviour, other Persons entering the Real Estate territory, etc..
- 6.2. Owners are responsible for any losses and/or damages to other Persons, to the territory of Saliena itself and to the personal interests of other persons, caused by pets and animals belonging to Persons.
- 6.3. In order to keep more than two dogs or cats at a single Real Estate, written permission from Saliena's Representative is required.
- 6.4. Animal shelters, hotels, raising-farms are prohibited in Saliena's territory.
- 6.5. It is prohibited to domesticate and feed stray animals and birds.
- 6.6. Aggressive behaviour from any breed of dog is not allowed. This includes prolonged or targeted barking at people, and/or chasing people in any part of Saliena.

- 6.7. It is prohibited to keep pets in kennels, cages or enclosures.
- 6.8. It is prohibited to keep agricultural animals and animals of wild species in Saliena.

7. ADVERTISING AND COMMERCIAL ACTIVITY RESTRICTIONS

- 7.1. The use of residential Property for any commercial activity is prohibited without the written permission of Saliena's Representative.
- 7.2. It is prohibited to post notices of any nature on the territory of Saliena, including advertisements.

8. RULES OF CONDUCT ON THE TERRITORY OF CONDITIONAL ACCESS, THE TERRITORY OF RECREATIONAL ZONES AND JOINT USAGE TERRITORY.

- 8.1. Persons who have used Saliena's Conditional Access Territories, Recreation Zones and Joint Usage Territory are obliged to leave them in the condition in which they were prior to their use.

9. SAFETY AND PRESERVATION OF THE TERRITORY

- 9.1. Any water sports (during winter, any winter sports activities) and recreational activities are strictly prohibited in the water bodies of the Saliena territory, including entering water (during winter, going onto the ice), swimming, diving, boating and riding other watercraft, fishing. Parents are required to inform children of any age about the rules of this provision. Children are not allowed to play or be near water bodies without the presence of their parents. Parents bear full responsibility for any violations of this provision by their children
- 9.2. Burning bonfires and using barbeques is only allowed in places specially designated for this purpose.
- 9.3. Vehicle washing, cleaning, repairs, preventive and technical maintenance is prohibited, except in closed garages.
- 9.4. Any event with the participation of more than 20 people, must be prearranged with Saliena's Representative.
- 9.5. Smoking is allowed only in places which are specially designated smoking areas.
- 9.6. It is prohibited to use Joint Usage Territory, Recreation Zones and Conditional Access Territories of Saliena as a placement or storage-place or for drying laundry.

10. RULES FOR WALKING PETS

- 10.1. Pets must be supervised at all times. Dogs and cats must wear a collar, specifying the pet owner's contact information (name, surname, mobile number and Real Estate address).
- 10.2. Dogs must be on a lead at all times. It is prohibited for dogs to be present in children's playgrounds.
- 10.3. In the Saliena territory, a dog must wear a muzzle if the dog is recognized as dangerous according to the normative acts of the Republic of Latvia regarding the criteria and procedure for recognizing a dog as dangerous, as well as the requirements for keeping a dangerous dog.
- 10.4. The owner or keeper of a dog in the Saliena territory may temporarily leave the dog alone if the dog is tied on a leash no longer than one meter, and if it does not obstruct the movement of people and vehicles and does not endanger the safety of people or animals.
- 10.5. In the Saliena Forest park, it is acceptable to have the dog off leash under the condition, that the dog's owner or handler knows how to control the dog during a walk, that is, the dog immediately responds to commands, such as "Come", "Stay", "Release" etc., does not pose a danger to other Forest park visitors, provided that the owner or handler adheres to the following rules:
 - 10.5.1. during the walk, the dog must remain within the owner's or handler's line of sight at a distance where the owner or handler can control the dog's behavior;
 - 10.5.2. the owner or handler must ensure that the dog does not disturb other Forest park visitors, including aggressive behavior, chasing, playing, barking, etc.
 - 10.5.3. upon request from another Forest park visitor, the dog must be leashed immediately
 - 10.5.4. the owner or handler is responsible for monitoring the dog's behavior and promptly cleaning up any feces left by the dog, disposing of them properly.
- 10.6. Excrement left by pets must be collected immediately by their owners or handler.
- 10.7. Persons are obliged to ensure that their pets not disturb other Persons in Saliena, for example noise, smells, aggressive behaviour, other Persons entering the Real Estate territory, etc.

11. PLAYGROUNDS

- 11.1. Children's parents are responsible for the safety of their children during their stay on the playgrounds and in the facilities installed in them.
- 11.2. Children under the age of 7 must be supervised by an adult at all times.
- 11.3. Playgrounds must be used according to the limitations specified in the Playgrounds.

12. REAL ESTATE MAINTENANCE RULES

- 12.1. Any Façade of the Real Estate walls or fence connected to Real Estate must be kept in proper condition and must be renewed as required by the technology of the materials used, complying with all of Saliena's architectural requirements.
- 12.2. Any object located on Real Estate territory which is not a part of its project (gazebos, saunas, greenhouses, etc.), must be positioned so that it cannot be seen from the road or another Real Estate.
- 12.3. It is prohibited to use balconies and terraces as a storage space (including bicycles, baby carriages) or for drying laundry etc.
- 12.4. Real Estate and the territory adjacent to it up to the pavement or drive must be kept clean at any time of the year, i.e., timely cleaning and the removal of refuse, snow, icicles, leaves, fallen tree branches, and grass cuttings.
- 12.5. Mowing of grass on the Real Estate territory must be carried out not less than once per month during the period from May to October.
- 12.6. When choosing plants for planting, it is necessary to take into account their future size so that the shadow, branches, leaves or fruits do not fall into another Real Estate.
- 12.7. Pruning of hedgerow/ bushes, trees and other plants must be carried out frequently so that its volume does not exceed the volume provided for in the design and does not disturb Persons. It is prohibited to plant species of poplar trees in Saliena.
- 12.8. The disposal of cleared snow in the Conditional Access Territories, Joint Usage Territory, Recreation Zones territories and at any Real Estate territory belonging to another Person is prohibited.
- 12.9. Cleared snow must not be disposed of in any way that might inconvenience or damage the neighbouring Real Estate, for example: next to a fence, gate or creating obstacles for movement.
- 12.10. Melting snow may not negatively affect (visually or in any other sense) the Conditional Access Territories, Joint Usage Territory, Recreation Zones or any other Real Estate.
- 12.11. Cleared snow can be disposed of in ditches in Saliena, each time approving it in writing with Saliena's Representative in advance.
- 12.12. Outdoor lighting must be positioned so as not to illuminate the territory of another Real Estate.
- 12.13. Other Real Estates, Recreation Zones, Joint Usage Territory, Conditional Access Territory may not be visible in the field of view of CCTV cameras set in the Real Estate.
- 12.14. Festive decorations may be put up in the Real Estate territory not earlier than one week before the relevant holiday season and must be removed at the latest one week after the relevant holiday season ends. Christmas decorations may be placed in the Real Estate territory no earlier than on the 24th November and must be removed no later than by 31st January.

13. SECURITY

- 13.1. Persons are required to report all suspicious activity to state or municipal police immediately.

14. WASTE MANAGEMENT RULES

- 14.1. Refuse bins must be placed on the Real Estate territory belonging to the Owner, in a place that does not disturb the neighbours.
- 14.2. Refuse bins may only be placed on the border of the Real Estate for collection after 21.00 on the day before collection of the refuse and may remain there until 21.00 on the day that the refuse has been collected.
- 14.3. Persons may only use Refuse bins for which they pay for disposal or communal containers clearly designated for public use.
- 14.4. Refuse bins must be taken out regularly to avoid overflowing.

15. ACCESS TO RECREATION ZONES

- 15.1. Saliena's Representative regulates access to Saliena's Recreation Zones.
- 15.2. Persons are obliged to adhere to the order of access to the Recreation Zones. Every Owner, who has a contractual right to use the Recreation Zones is entitled to receive an access card or device from Saliena's Representative.
- 15.3. Access cards and devices are the property of Saliena's Representative and it is prohibited to give or lend them to other persons, including for short term use, except lessees, tenants of the Real Estate.
- 15.4. In the event of the loss of an access card or device, Saliena's Representative must be informed immediately.
- 15.5. Saliena's Representative is entitled to suspend the operation of an access card or device for Saliena's Recreation Zones if:
 - 15.5.1. the relevant Person has outstanding payments connected to the Real Estate;
 - 15.5.2. the relevant Person does not observe Saliena Rules, normative legal enactments and instructions of Saliena's Representative;
 - 15.5.3. On justifiable grounds of security or due to technical reasons.

16. CONSTRUCTION RULES

- 16.1. This Chapter regulates the Construction Works that are being carried out on the Real Estate with the objective to create and preserve the designed architectural style throughout the territory of Saliena, as well as to minimize the inconvenience of the Construction Works to other Persons.

This chapter determines:

- the list of actions to be considered as Construction Works;
- the necessary documents for Construction Works;
- approval process for the Construction Works with the Saliena's Representative.

- 16.2. To achieve the above goals, all Owners who plan Construction works on their Real Estate, are obliged to receive approval from Saliena's Representative.
- 16.3. In accordance with Saliena's Rules, all activities referred to in this Clause are considered to be Construction Works:
- a) construction, rebuilding, reconstruction, demolition or conservation of a Building or part of the Building;
 - b) changes in the usage of Buildings or a part of a Building, (e.g., transformation of a garage into residential premises, etc.);
 - c) re-planning of the apartment property;
 - d) rebuilding of internal engineering networks of the apartment property;
 - e) improvement of the territory of the Real Estate or its changes, such as installation of stationary pools, ponds, additional garden buildings, gazebos, sheds or greenhouses, as well as planting trees and shrubs (the height of an adult tree / shrub is more than 2m);
 - f) placement, construction, rebuilding, , demolition of fences and gates etc.;
 - g) placement, installation, reconstruction, and demolition of such additional constructions of the Buildings as awnings and cornices, winter gardens, glazing, etc.;
 - h) installation, reconstruction, or demolition of solar panels, ventilation and air-conditioning systems, TV satellite antennas and other exterior items of the engineering system or parts thereof;
 - i) any construction works related to building Façades: construction, reconstruction, rebuilding(including a simplified one);
 - j) any land works of more than 0,5 m in height or depth;
 - k) any work within the red lines of the street and/or to external engineering networks, including melioration systems outside the red lines of the street;
- 16.4. Date of receipt of documents – is the next working day after a document related to Construction Works is sent to the e-mail address of the recipient specified in the Agreement or the day when a document related to construction works is registered in another way, for example, using a special application of the Saliena's Representative (on the start of its use, the Owner will be informed separately by the Saliena's Representative) or the technical capabilities of the Construction Information System (hereinafter – BIS).

- 16.5. The Saliena's Representative issues the Technical Regulations for the connection of the Real Estate to external water, sewerage and road networks to the Owner after receiving the fee for the preparation and issuance of the Technical Regulations, based on the invoice issued the Representative of Saliena, which is specified in Annex No. 3 of Saliena Rules.
- 16.6. The Owner is obligated to pay, on the basis of the invoice issued by the Saliena's Representative, the connection fee for engineering communications to the Saliena's Representative prior to the construction (technical) project approval (the approval of the last stage of the design), which is specified in Annex No. 3 of Saliena Rules.
- 16.7. Considering that heavy construction equipment and road transport are used during construction works, roads and other infrastructure in the territory of Saliena are subject to increased wear and tear (amortization). Therefore, the Owner must pay, based on the invoice received by the Saliena's Representative, the fee for the use of the infrastructure during the construction works to the Saliena's Representative before the (technical) approval of the construction project (the approval of the last stage of the design), which is specified in Annex No. 3 of Saliena Rules.
- 16.8. The Owner is obligated to pay, based on the invoice received by the Saliena's Representative, the Construction Security Deposit to the Saliena's Representative before receiving the Construction Project Approval. The amount of the Construction Security Deposit is refunded after the completion of the Construction Works and the commissioning of the Building, if all damages to the property of the third party, the Real Estate Seller or the property of the Saliena's Representative caused during the construction and operation have been prevented. The amount of the construction security deposit is specified in Annex No. 3 of the Saliena Rules.
- 16.9. The Construction Works under the Saliena Rules are classified into the following categories:
 - 16.9.1. Category A - Construction Works to be approved with an institution or an official determined by the municipality;
 - 16.9.2. Category B - all Construction Works that are not included in Category A.
- 16.10. All Construction Works must receive approval:
 - a) Before the start of Construction Works;
 - b) After Construction Works have been finished, but before the start of commissioning.

In the event that changes are made to documents approved by Saliena's Representative, including, but not limited, at the demand of the construction-supervising institution, the Owner must immediately coordinate them with Saliena's Representative.

17. OBTAINING THE CONFIRMATION FROM SALIENA'S REPRESENTATIVE BEFORE STARTING CONSTRUCTION WORKS

- 17.1. To receive the confirmation by the Saliena's Representative as to the Construction Works, the Owner submits to the Saliena's Representative the application (Application for reception of Approval before starting Construction Works), enclosing the documents, information and visual materials mentioned in these Rules and requested by the Saliena's Representative.

Any application of the Construction Works, along with the attached documents, information and visual materials, must be submitted to the Saliena Representative electronically in PDF format (hereinafter – Approval).

- 17.2. Saliena's Representative has the right to refuse the Approval by sending a written refusal to the Owner with the reasons for the refusal. The Owner may re-submit the revised documents to the Saliena Representative. A fee is charged for each individual review in accordance with Annex No. 3.
- 17.3. The Owner must obtain Approval from the Saliena Representative:
- 17.3.1. for the Construction Works of Category A in 2 steps:

The solutions of category A works are coordinated with the Saliena's Representative as an intention sketch of the plan, at the stage of the minimum composition construction project and construction project developed in accordance with the design conditions included in the construction permit. All solutions are submitted to Saliena's Representative electronically in PDF format.

17.3.1.1. Stage 1:

- a) development of a construction the minimal composition (sketch project) and approval of its solutions with Saliena's Representative;
- b) The Saliena's Representative, within 10 working days from the moment of submission of solutions for category A Construction Work and receipt of conformation of payment for the review in accordance with Appendix No. 3, reviews the solutions of the construction project in minimal composition and assesses their compliance with the Saliena Rules and Design Guidelines.
- c) The Saliena's Representative approves the Construction concept by providing Approval (including providing written consent from the View Servitude user) or rejects it, indicating non-compliance with the Saliena Rules or Design Guidelines.

17.3.1.2. Stage 2:

- a) development of a construction project (technical project) and coordination of its solutions with Saliena Representative.

- b) the construction project (developed in accordance with the conditions included in the building permit) is, coordinated with the Saliena Representative by submitting it electronically. It includes in addition to others specified in the regulatory acts, includes the following sections of the construction project developed in accordance with the conditions included in the building permit:
- i) Architectural solutions (AS), including floor plans, roof plans, essential building cross-sections, facade finishing solutions;
 - ii) "Road and landscaping part (RP) of the territory, including access, fencing, greening, and architectural small form solutions;
 - iii) Sections of all engineering network connection projects, in which the Technical Regulations issued accordingly are fulfilled;
 - iv) Work organization project (WOP) with reference to the rules of use of the territory of Saliena, which includes the traffic organization scheme for the period of Construction Works, temporary road, temporary material warehouse, temporary toilet, temporary fence, etc. placement during construction works.

The Saliena Representative has the right to refuse the Owner to review the construction project and not issue the Approval if the construction project is submitted incomplete.

- c) Saliena's Representative within 10 working days from the Date of receipt of documents and receipt of approval for the payment of the examination fee in accordance with Annex No. 3, reviews the construction project with its solutions and evaluates its compliance with the Design Guidelines.
 - d) Together with the construction project, Saliena's Representative may request the Owner to submit material and colour samples of the building facade, roofing and landscaping elements for approval;
 - e) Saliena's Representative approves the construction project (including providing the written approval of the dominant estate of the Easement of view) or rejects it, indicating inconsistencies with the Design Guidelines.
 - f) The Saliena's Representative has the right to extend the deadlines for consideration of the submitted documents at its own discretion.
- 17.3.1.3. Saliena's Representative has the right not to provide Approval before receiving confirmation of the fee for the use of the infrastructure during construction works, the payment of the Construction Security Deposit, and the payment of the application review fee, which are indicated in Annex No. 3 of Saliena Rules.

17.3.2. for the Construction Works of Category B:

Approval procedure for the Construction Works of Category B:

17.3.2.1. Category B Construction Work solutions are coordinated with Saliena's Representative as construction intentions in one stage:

a) Intention sketches must be submitted to Saliena's Representative in the following composition:

- i) General plan (If the construction intentions affects the solutions of the master plan) - a plan of the Land plot with the boundaries of the Land plot, existing and planned structures, as well as the parameters and distances of the planned landscaping elements, tree and shrub plantings and distances from the borders of the Real Estate, the exact location and indicated attachment points and overall dimensions. The master plan must also include information about its developer. The master plan must correspond to the exact scale, indicating the existing mark of the zero level (1st floor clean floor) of the main building and the condition after the completion of the construction works, developed on an up-to-date topographical plan. If new roads or access roads are being designed, then indicate their profile;
- ii) Architectural solutions - Building floor plans, room plans, facade solutions (in cases where the design affects facade solutions) (including approximate colour solutions and use of materials), typical sections and a description of the planned works;
- iii) Saliena's Representative has the right to request information describing other planned buildings and improvement elements before providing the Approval.

b) Within 10 working days from the submission of the documents and receipt of confirmation of payment of the review fee in accordance with Annex No. 3, Saliena's Representative shall review the intentions' consistency with the Design Guidelines.

c) Saliena's Representative approves the Construction intention provided the Approval (including providing the written consent of the dominant estate of the easement of view) or rejects it, indicating inconsistencies with the Design Guidelines. All solutions are submitted electronically to the Saliena's Representative in PDF format. If necessary, Saliena's Representative can request the submitted information in other formats - dwg, ifc.

17.3.2.2. Saliena's Representative is entitled not to provide Approval until receipt of confirmation of payment of the fee for use of the Infrastructure during construction, the Construction Deposit, and the review fee in accordance with Annex No. 3 of Saliena Rules.

17.4. Application for reception of the Commissioning Approval (after completion of Construction Works)

17.4.1. Application form which contains:

- a) confirmation of the Owner that the Construction Works have been completed fully and the Construction Works have been executed in full accordance with the documents approved by the Saliena's Representative;
- b) the date when the Construction Works were fully completed.

17.4.2. Appendixes to the application:

- a) In the event that the law requires the Construction Works to be commissioned a statement or confirmation issued by the municipal institution for construction supervision that the Construction Works have been commissioned according to the laws and regulatory enactments of the Republic of Latvia;
- b) In the event that commissioning of the completed Construction Works is not required by law, photo documentation of the finished Construction Works.

17.4.3. The Commissioning Approval from the Saliena's Representative may be received only when the Construction Works have been fully completed and the Construction Works have been performed in full accordance with the documents approved by the Saliena's Representative.

17.5. The Saliena's Representative has the right to request also any other documents, information, and visual materials which have not been mentioned in these rules, but which are necessary for provision of the relevant approval.

18. PRINCIPAL RULES FOR APPROVAL

18.1. Saliena's Representative is entitled to not give Approval for any type of Construction Works that do not conform to the developed architectural style, which could reduce the value of other Real Estate located in Saliena or to reduce the comfort and privacy of the Persons located in vicinity. This rule takes precedence over any other rule that is mentioned in this chapter regarding the performance of construction work.

18.2. Construction work should have the minimum possible impact on the surrounding area.

18.3. Saliena's Representative's Approval is valid for 1 year from the date of the Approval.

19. CONSTRUCTION PROCESS RULES

19.1. Saliena's Representative has rights to request and to access all the construction documents that allow the performance of Construction Works in accordance with Saliena's Rules and the regulatory enactments in force. Saliena's Representative is entitled to access them by notifying the Owner in advance.

19.2. Saliena's Representative has the right to enter the territory of the Real Estate and any Building in order to ascertain that the relevant person complies with the Saliena Rules, informing the Owner about it in advance.

- 19.3. Waste created during the construction process, construction debris, or any type of objects that could have a negative impact on the surrounding territory, including but not limited to the landscape must be utilised immediately.
- 19.4. It is prohibited to store any construction materials, construction debris or earth on the territory of the Real Estate belonging to another Owner, on the Conditional Access Territory, Joint Usage Territory or Recreation Zones without prior written permission from the Owner of the relevant Real Estate. Such written permission should be made available to Saliena's Representative.
- 19.5. A site where Construction Works are taking place must be fenced off and made safe for anyone.
- 19.6. Construction work is allowed from Monday to Friday: from 08:00 to 18:00. Those Construction Works in the Real Estates that do not disturb other Persons may be performed outside the working hours of construction indicated in this Clause, except in the apartment estates and the territory of their joint property.
- 19.7. On Saturdays, Sundays and public holidays in the Republic of Latvia, Construction works are prohibited, unless permission has been obtained beforehand from Saliena's Representative. Those Construction Works in the Real Estates that do not disturb other Persons may be performed within the working hours of Construction indicated in this Clause, except in the apartment estates and the territory of their joint property, as well as the private houses and the territory of their joint property.
- 19.8. Any type of delivery of construction materials is prohibited outside the permitted working hours for construction, unless written permission has been obtained beforehand from Saliena's Representative.
- 19.9. Saliena's Representative is entitled to inspect Construction work and its compatibility with the documents approved by Saliena's Representative at any time.
- 19.10. Unless otherwise agreed, then the Construction Works of Category A - must be completed within 2 years after the issue of the Construction Intention Approval.
- 19.11. The Construction Works of Category B - must be completed within 1 year after the issue of the Construction Intention Approval.

20. APPLICATIONS

This Chapter regulates the procedures according to which applications are reviewed, violations of Saliena Rules are identified and fines are imposed.

21. REVIEW OF APPLICATIONS

- 21.1. As specified in the Saliena Rules, Saliena's Representative will review applications from Residents for each the receipt of written permits or clearances for a charge which is specified in Annex No. 3 to the Saliena Rules.

- 21.2. Applications from Persons for the receipt of written permits or clearances shall be submitted to Saliena's Representative in an electronic form, as well as a document certifying payment for the review of the application. If a document certifying payment for the review of the application is not attached, the application will be deemed as not having been received. Payment of the charge for the review of an application can be made by transferring the relevant monies to the bank account of Saliena's Representative.
- 21.3. Saliena's Representative is obliged to review all applications from Saliena's Residents and to reply to them at the earliest opportunity, unless otherwise specified in the Saliena Rules, but no later than 5 working days from the date on which the relevant application was received.

22. FINES

- 22.1. For a violation of Saliena's Rules, Saliena's Representative is entitled to impose a fine in accordance with Annex No.3. The imposition of a fine does not release the perpetrator from the obligation to cover the cost of any damages caused by the violation of the Saliena Rules or from the obligation to immediately stop any actions which are violating the Saliena Rules.
- 22.2. In regard to a violation of the Saliena Rules, Saliena's Representative shall draw up an act, specifying the circumstances under which the violation was committed, the relevant clause of the Saliena Rules that has been breached, the time and place of the violation, and the Owner who is responsible for committing the violation, as well as the amount of the fine, and depending on the circumstances of the violation, a deadline for the violation to be rectified may be set. In the event of a fine being imposed, its amount, payment deadline and the bank account to which the fine should be transferred will be specified in the act.
- 22.3. An act in writing and/or in electronic form shall be sent to the responsible Owner.
- 22.4. In the event that, without any justified reason, the ascertained violation has not been rectified by the deadline set, Saliena's Representative is entitled to draw up a new act regarding the violation committed and to apply penal sanctions as for a new violation of the Saliena Rules.
- 22.5. In the event of the non-payment of a fine, late payment interest in the amount of 0.1% of delayed payment amount and legal penalty in the amount of 0.5% of the sum of original fine shall be calculated for each day the payment is late. Payment of penalty does not release from the execution of the obligations.
- 22.6. An Owner is entitled to appeal any decision by Saliena's Representative, within 20 days of the decision being made, at Rīgas Starptautiskā šķīrētība (Riga International Arbitration Court), in accordance with its Arbitration Rules; its ruling shall be final. The ruling at Rīgas Starptautiskā šķīrētība shall be made by a single judge in Latvian, based on the Saliena Rules and other regulatory enactments currently in force in the Republic of Latvia. Place of arbitration is – Riga. Appealing a decision by Saliena's Representative does not suspend its execution.

22.7. Saliena rules are executed in Latvian, English and Russian. In case of discrepancies Latvian version of Saliena Rules will prevail.

Annexes:

- Annex No 1 – the map of Saliena;
- Annex No 2 – Sample Application Form;
- Annex No 3 – Service Pricelist and the amount of Fines.

ANNEX NO 1

The Map of Saliena



saliena



ANNEX NO 2

Sample Application Form



To Saliena's Representative

Salienas iela 4, Piņķi, Mārupes novads, LV-2107, Latvija

dd	mm	yyyy

Owner's Name, Surname

Address of the Real Estate

Phone number

E-mail address

Application

In accordance with Clause []

of Saliena Rules (specify the Clause No. of Saliena Rules, which provides a mandate to approach Saliena's Representative with the relevant application),

please permit (approve, etc.)

[]

(specify the contents of the application)

Enclosed:

1. []
2. []
3. []
4. []
5. []

Owner's signature and its deciphering



Service Pricelist and the amount of Fines

Service Pricelist:

1. Charge for reviewing an application regarding a receipt for a written permit: EUR 10.
2. Charge for reviewing a submission regarding the approvals provided for in Clauses 16-18 of Saliena's Rules. The fee for each (one and repeated) approval request is 250 EUR + VAT.
3. The fee for each consultation for preliminary Approval (optional) is 250 EUR + VAT.
4. The fee for the creation and issuing of the technical rules is 75 EUR + VAT.
5. Charge for receipt of an additional access card or any other forms of access (codes, registration, access to the remote barrier system, etc.): EUR 20.
6. The fee for the use of the infrastructure during Construction works is EUR 2,000, including VAT, per Land plot.
7. The fee for the connection to the engineering communications is EUR 1000, excluding VAT, per each Land plot.

Fines:

1. For a violation of Saliena's Rules, Saliena's Representative shall issue a written warning or impose a fine of up to EUR 300.
2. For a violation of Saliena Rules laid down in Clauses 12, 14, Saliena's Representative shall issue a written warning or impose a fine of up to EUR 1,000.
3. For a violation of Saliena Rules laid down in Clauses 16, 17, 19 Saliena's Representative shall issue a written warning or impose a fine of up to EUR 2 000.

Construction Security Deposit

The Owner must pay a construction security deposit to a Saliena's Representative prior to obtaining a Building Design Approval. The amount of the deposit is returned after the completion of the Construction Works and putting the Building into operation, if all damage to the property of third parties, the seller of the Real Estate or Saliena's Representative's property, that occurred during construction and operation has been eliminated. The deposit amount is 3,000 EUR for one land plot. The amount of the deposit for one apartment property depends on the work to be done and is set at the reasonable discretion of the Saliena Representative.