

**Dubai Land Department**  
Law No 27 of 2007  
Jointly Owned Property Law

**JOP Form No. 1**

## Appendix A

### DT 1 BY ELLINGTON JOINTLY OWNED PROPERTY DECLARATION

#### PARTICULARS SCHEDULE:

Item	Description	Detail
1.	Developer	Ellington Properties Development LLC
2.	Developer Number	1117
3.	Name of Project	DT 1
4.	Escrow Account Number/Bank	0220-0078-6075/ Al Hilal Bank
5.	Description of Land	Freehold Title
		Plot No: 445
		Title Reference:

#### 7. EXECUTION:

##### Declaration and Signature of Developer

I, the undersigned, to the best of my knowledge and belief, on behalf of the Developer, declare that the information provided in this Jointly Owned Property Declaration complies with Law No. 27 of 2007 and is true, correct and complete in every respect.

Name: .....Stamp: .....

Signature: .....

#### FOR OFFICIAL USE

RECEIVING DATE	
SIGNATURE/EMPLOYEE NAME	
REGISTERED NO	

#### PURCHASER DISCLOSURE

This Jointly Owned Property Declaration (JOPD) is in draft form and has been prepared based on the Developer's understanding as to how the Building will be subdivided, operated and managed under the Jointly Owned Property Law (Law No. (27) Of 2007).

The form of this JOPD may be amended or replaced in part or in full by the Developer prior to registration with the Land Department in accordance with the sale and purchase agreement and the disclosure statement.

Purchaser's Initial

Seller's Initial

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PART A: COMPULSORY ITEMS

**1 Preliminary Matters**

- (a) The Building is a Jointly Owned Property comprised of Units and Building Common Areas.
- (b) The Building Owners Association, the Owners, the Occupiers and all persons having a legal interest in a Unit (to the extent that this Declaration and the Prescribed Constitution applies to such persons) are bound by the provisions contained in this Declaration and the Prescribed Constitution as if all those persons had entered into mutual covenants to perform its terms.
- (c) In the event that there is any inconsistency between the provisions contained in this Declaration and the provisions contained in the Prescribed Constitution, the provisions contained in the Prescribed Constitution shall prevail to the extent of such inconsistency.
- (d) The Prescribed Constitution is prescribed by the Relevant Authority and may be varied from time to time in accordance with the Jointly Owned Property Law. The Prescribed Constitution is not capable of amendment by the Building Owners Association.

**2 Name of the Building Owners Association**

The Building Owners Association for the Building shall be known as the **"DT 1 Building Owners Association"**.

**3 Numbering of Units**

Each Unit in the Building shall be numbered as specified in Schedule 3.

**4 Unit Entitlements**

**4.1 List of Unit Entitlements**

Each Unit shall have a Unit Entitlement as specified in **Schedule 3**.

**4.2 Method by which the Unit Entitlements are calculated**

The Unit Entitlements have been calculated on the basis of area with the Unit Entitlement of each Unit calculated by dividing the Unit Area by the Total Unit Areas in accordance with the Jointly Owned Property Law.

**4.3 Variation of Entitlements**

The Unit Entitlements may be varied by the Building Owners Association from time to time in accordance with the Jointly Owned Property Law. **Schedule 3** will be varied to record any variation and the Building Owners Association shall take all reasonable steps to register such variation.

**5 Staging of Project**

The completion of the Building is not staged, subject to the provisions contained in this Declaration, the Building Common Areas will be as depicted on the Building Common Areas Site Plan.

**6 Delivery and Use of Utility Services**

**6.1 Supply of Utilities**

The Utility Services are supplied to the Building as set out in **Schedule 4**.

### **Chilled Water**

- (a) Chilled Water is supplied to the Building (including the Units and Building Common Areas) via the Chilled Water Network.
- (b) The Building Owners Association Manager on behalf of Building Owners Association shall appoint a Chilled Water Account Manager to manage the collection of consumption charges from the Unit Owners for Chilled Water provided to their Units and Building Common Areas.
- (c) The Owners shall be required to enter into a separate end-user supply agreement with the Chilled Water Account Manager with respect of the supply of Chilled Water to their Units.
- (d) The Chilled Water Account Manager may disconnect and suspend the supply of Chilled Water to a Unit in the event that the Unit Owner fails to pay any amount outstanding to the account of Chilled Water or the Service Charges, without prejudice to any other rights the Building Owners Association may have with respect to the Unit Owner's default, including withdrawing certain services to the Unit and restricting access to the Unit Leisure Facilities until such time as the amounts outstanding (and any charges and compensation for late payment) are paid in full.
- (e) If required by the Developer, the Building Owners Association or the Chilled Water Account Manager to, enter into an end user agreement with the Chilled Water Account Manager with respect to the exclusive supply of Chilled Water to the Unit in the form required by the Chilled Water Account Manager;
- (f) To the extent that the Chilled Water supplied to the Unit is not separately metered, the Owners are required to pay to the Building Owners Association a fair and reasonable proportion of the cost of the supply of Chilled Water to the Building as shall be reasonably determined by the Building Owners Association or Chilled Water Account Manager.

### **6.2 Utility Services not separately metered**

In the case Utility Services which are not separately metered, the Building Owners Association may by Simple Resolution resolve to install separate metering, the costs of which shall be payable by the Owners equally. The Building Owners Association may raise a Special Service Charge in accordance with the Prescribed Constitution to fund the cost of such installation.

### **6.3 Access to Utility Service Infrastructure**

Subject to all Applicable Laws, the Owners must ensure that reasonable access to their Units is made available to the Utility Suppliers, the Master Developer, the Developer and the Building Owners Association (as the case may be) to enable the reading of meters and the servicing of the Utility Service Infrastructure and no Owner may obstruct or prevent access by such parties to the Utility Service Infrastructure at any time unless they form part of Exclusive Services.

### **6.4 Disconnection of Supply**

- (a) Subject to all Applicable Laws, the Master Developer, the Developer, the Building Owners Association and/or the Utility Suppliers may disconnect the supply of Utility Services to a Unit or the Building Common Areas if a Unit Owner has not paid its Utility Service costs when due and payable.
- (b) The Owners acknowledge and understand that the Master Developer, the Developer and the Building Owners Association and/or the Utility Suppliers may disconnect the supply of Utility Services to the Units and the Building Common Areas if there are

insufficient funds in the General Fund to pay the Master Developer, the Developer and the Building Owners Association or the Utility Suppliers the costs of the Utility Service when due and payable.

## 6.5 Gas Supply

The Owners acknowledges and agrees that:

6.5.1 the Developer has entered into an agreement with the Gas Supplier with respect to the supply of Gas to the Building, including the Units (the “**Gas Supply Agreement**”) that, amongst other matters, provides for:

- (a) the Gas Supplier to be the exclusive supplier of Gas to the Building; and
- (b) the Owners to purchase a required quantity of Gas from the Gas Supplier.

6.5.2 Each Unit Owner shall:

- (a) if required by the Developer, the Building Owners Association or the Gas Supplier, enter into an end user agreement with the Gas Supplier with respect to the exclusive supply of Gas to the Unit in the form required by the Gas Supplier;
- (b) to the extent that the Gas supplied to the Unit is not separately metered, to pay to the Building Owners Association a fair and reasonable proportion of the cost of the supply of Gas to the Building as shall be reasonably determined by the Building Owners Association;
- (c) indemnify the Developer on a full indemnity basis against any breach by the Owner or its Occupiers of the Gas Supply Agreement;
- (d) to permit the Gas Supplier and/or the Building Owners Association to enter the Unit in order to periodically read the relevant meter so installed; and
- (e) take all necessary steps to ensure that the rights and obligations under the Gas Supply Agreement are preserved and not take any steps or vote in favour of any Resolution that seeks to avoid or limit the rights of the Gas Supplier under the Gas Supply Agreement.

6.5.3 The Gas Supplier or the Building Owners Association may disconnect and suspend the supply of Gas to a Unit the event that a Unit Owner fails to pay any amount outstanding in respect of the Gas supply or fails to pay the Service Charges to the Building Owners Association, without prejudice to any other rights of the Gas Supplier or the Building Owners Association may have with respect to a Unit Owners' default, including withdrawing certain services to the Unit until such time as the amounts outstanding to the Gas Supplier or the Building Owners Association (and any charges and compensation imposed by the Gas Supplier or the Building Owners Association for late payment) are paid in full.

## 6.6 Other Utility Services

To the extent that the Master Developer, Developer or the Building Owners Association specifies any other suppliers of Utility Services for the Building, the Building Common Areas and/or the Units, the Owners (and where applicable, the Occupiers) shall obtain such Utility Services from the nominated service providers.

## 6.7 Exclusive Services

An Owner and its Occupier has the right to the exclusive use and enjoyment of any Exclusive Services notwithstanding that such service may be located in and form part of the Building Common Areas and the Owner is responsible for the cost of the on-going repair and maintenance of the Exclusive Services.

## **7 Easements and Covenants**

### **7.1 General Easements, Covenants and Restrictions**

- (a) An Owner must adhere to the terms of the following easements, covenants and/or restrictions benefiting or burdening the Building, the Building Common Areas and/or its Unit:
  - (i) an easement for support and shelter benefiting and burdening each Unit and the Building Common Areas; and
  - (ii) such other easements, covenants and restrictions as may be created from time to time in accordance with this Declaration and any Applicable Laws.
- (b) An easement, restriction or covenant over a Unit may only be created, varied or removed where the benefited and burdened Owners vote in favour of the Resolution.
- (c) An easement, restriction or covenant over the Building Common Areas may only be created, varied or removed if approved by the Building Owners Association and the motion to accept such creation, variation or removal is passed by Special Resolution and where the benefited and burdened Owners vote in favour of the Special Resolution.
- (d) Each Owner authorises the notation of all easements, covenants, and/or restrictions burdening the Building and/or any Unit on the title to its Unit and/or the title to the Building Common Areas including, without limitation, a restriction on the title that states that the Unit is subject to the "terms, conditions, covenants, rights and restrictions set out in the Jointly Owned Property Declaration and the rules, regulations and by-laws issued in accordance therewith as may be amended from time to time".

### **7.2 Owner's Right to Support and Shelter**

- (a) Each Unit and the Building Common Areas are benefited by and burdened with reciprocal rights of support and shelter from and to each other.
- (b) No Owner shall undertake any Works to its Unit whatsoever that may detrimentally affect or otherwise interfere with another Owner's right to support and shelter of its Unit and must (subject to the provisions contained in this Declaration) maintain, repair, refurbish and/or reinstate its Unit as necessary from time to time to ensure that all other Owners' rights of support and shelter are maintained and protected at all times.
- (c) Nothing contained in this **clause 7.2** shall have the effect of requiring an Owner to undertake Works to the Building Common Areas unless such Owner is otherwise required to do so under this Declaration.

## **8 Water, Waste, Energy and any Environmental Management Conditions**

### **8.1 Environmental Management Conditions**

- (a) The Building Owners Association and the Owners must comply with this Declaration, all Applicable Laws and the requirements of any Relevant Authority with respect to any waste management, water and energy efficiency measures or other environmental management conditions with respect to the Building Common Areas and the Units
- (b) The Building Owners Association must take positive steps to ensure that Utility Services supplied to the Units and Building Common Areas are used economically and in a way that is sustainable to the environment, including where possible:
  - (i) the use of separate metering for Utility Services;
  - (ii) the issue of guidelines for minimising the use and wastage of those Utility Services; and
  - (iii) the provision of disincentives for any failure to observe those guidelines.
- (c) The Building Owners Association must take positive steps to:
  - (i) recycle waste and to encourage Owners and Occupiers to recycle waste;
  - (ii) facilitate such recycling by arranging for separate collection of different types of



waste; and

- (iii) have such waste collected by relevant recycling agencies.
- (d) An Owner must use its best endeavors to:
  - (i) use Utility Services in an economical and non-wasteful manner; and
  - (ii) recycle waste, particularly in accordance with any policies and directions of the Building Owners Association.
- (e) The Building Owners Association must when replacing items of machinery, plant or equipment give due consideration to using replacement items that are efficient in their use of water and electricity. Where a more efficient replacement item is more expensive, the Building Owners Association must give due consideration to the benefits of any reductions in operating costs of such replacement item over the medium to longer term.
- (f) When procuring goods and services the Building Owners Association must give due consideration to companies committed to environmental sustainability.

## **9 Rules**

### **9.1 Building Rules**

- (a) The Owners and Occupiers must fully comply with the Building Rules and the directions of the Building Owners Association Manager at all times.
- (b) The Building Owners Association must use all reasonable endeavours to enforce the Building Rules.
- (c) A breach of the Building Rules by an Owner or Occupier shall be considered to also be a breach of the Owner's or Occupier's obligations under this Declaration.
- (d) By Simple Resolution, the Building Owners Association may make (or vary from time to time) additional rules with respect to the use and enjoyment of the Building Common Areas provided always such rules do not conflict with this Declaration or the Building Rules. If the Building Owners Association varies the Building Rules it must take into account the nature of the Building and the various Owners' and Occupiers' interests. If a rule is inconsistent with this Declaration or Applicable Laws, the provisions of this Declaration and all Applicable Laws prevail to the extent of the inconsistency.

### **9.2 Service of Building Rules**

All Building Rules (or variations to the Building Rules) must be made in writing and served upon the Owners and displayed in the Building (where appropriate) or on the internet portal for the Building.

## **10 Description of the Structure and Management of the Building**

### **10.1 Structure of the Building**

- (a) This Declaration applies to the Building.
- (b) The Units and the Building Common Areas together comprise the Building.
- (c) All Owners must comply at all times with the provisions contained in this Declaration.
- (d) All Owners must proportionally contribute to the expense of controlling, managing, operating, maintaining and repairing the Building Common Areas in the form of Service Charges on the basis of their respective Entitlements, save that:
- (e) The Building is located within the Master Community. All Owners must comply at all times with the provisions contained in the Master Community Declaration and must proportionally contribute to the expense of managing the operation, maintenance and repair of the shared areas and common use facilities within the Master Community in the form of Master Community Service Charges.

### **10.2 The Building Owners Association Manager**

- (a) The Building Owners Association must at all times engage a Building Owners

Association Manager to manage the Building and assist the Building Owners Association with the performance of its functions. The Building Owners Association Manager must manage the administrative, secretarial and financial affairs of the Building Owners Association and monitor the performance by Suppliers of their obligations under Supply Agreements entered into with the Building Owners Association in accordance with the requirements under the Jointly Owned Property Law.

- (b) The Building Owners Association Manager must have the relevant experience and expertise in providing management services to buildings or parts of buildings with multiple-ownership of a similar size and nature to the Building.

### **10.3 Other Suppliers**

- (a) Any Supplier appointed by or on behalf of the Building Owners Association must be a reputable, properly qualified and licensed contractor with relevant experience and expertise in providing services to buildings of a similar size and nature to the Building.
- (b) The Building Owners Association must obtain and maintain a copy of the Supplier's current licence at all times.
- (c) To ensure the efficient and consistent Operation of the Building, the Building Owners Association must ensure that the Suppliers comply at all times with the directions of the Building Owners Association Manager and its nominees.

### **10.4 Exclusion of Liability**

To the fullest extent possible under Applicable Laws, the Building Owners Association, the Building Owners Association Manager and the Developer are not liable for the death of, or injury to an Owner, Occupier, Invitee or any other authorised or unauthorised persons or for damage to any vehicle of theirs, or for any actions, claims, costs, damages, demands, expenses, liabilities, losses, proceedings or any other liability whatsoever incurred by them in the use, whether authorised or not, of the Building including the Units and the Building Common Areas, Unit Leisure Facilities or in the exercise of any rights granted by this Declaration.

## **PART B: OPTIONAL ITEMS**

### **11 Branding**

#### **11.1 Ellington Standards**

- (a) The Building has been constructed in accordance with the Ellington Standards (including the standards of quality, service, character, appearance and image) required by the Developer), as the same may be amended from time to time by the Developer.
- (b) The Building Owners Association and the Unit Owners must ensure that the Building is maintained in such manner as to ensure compliance with, and maintenance of, the Ellington Standards. The Owners acknowledge that, in the event that the Ellington Standards are not being maintained by the Building Owners Association (as shall be determined by the Developer in their absolute discretion) the Developer may repair, reinstate or up keep the Building to the Ellington Standards and any and all costs for such repair, reinstatement or upkeep shall be paid by the Building Owners Association.
- (c) The Unit Owners must not vote in favour of any Resolution that seeks to reduce or diminish the level of services in such a manner that results in a reduction of the Ellington Standards or otherwise vote to terminate or vary the FM Services Agreement.
- (d) The Owners acknowledge that, in the event the Ellington Standards are not being maintained by the Building Owners Association (as determined by the Developer in their absolute discretion) the Developer may withdraw the association of the Building with the Ellington Brand, remove the Ellington Brand Marks from the Building and remove all indications of or references to any connection between the Building and the Ellington Brand, including all signs or other materials bearing any of the Ellington Brand Marks. Any removal of the Ellington Brand Marks shall be at the cost of the Building Owners Association.



## 11.2 FM Services Agreement

- (a) To ensure the preservation of the Ellington Standards, the Building Owners Association shall appoint the FM Service Provider and on specific request of Building Owners Association the Developer shall enter into FM Services Agreement with the FM Service Provider for and on behalf of the Building Owners Association to provide the FM Services to the Building.
- (b) If required by the Developer, the Building Owners Association must agree to be a party to the FM Services Agreement or otherwise accept an assignment or novation of the FM Services Agreement.
- (c) The cost of the FM Service Provider providing the FM Services to the Building pursuant to the FM Services Agreement will be payable by the Owners and shall form part of the Service Charges.
- (d) Any failure by the Building Owners Association to appoint, enter into and strictly comply with the FM Services Agreement may result in the Developer withdrawing the FM Services from the Building and withdrawing the Building's association with the Ellington Brand.

## 11.3 Brand Marks

- (a) Under no circumstances shall the Ellington Brand Marks or any Intellectual Property associated with the Ellington Brand be deemed to be part of the Building.
- (b) The Developer have the right to change the Ellington Brand Marks and associated logos from time to time at their discretion and no Owners shall object to any such change whereas no Owner or Building Owners Association shall have the right to change the Ellington Brand Marks and associated logos.
- (c) The Ellington Brand Marks shall be maintained by the Building Owners Association at its cost.
- (d) In no event shall the Owners or the Building Owners Association have any right, title or interest in the Ellington Brand or the Ellington Brand Marks, or any other name used in association with the Building or in any licensing arrangement entered into by the Developer.
- (e) Each Unit Owner acknowledges and agrees:
  - (i) not to interfere with or contest in any way the rights of the Developer (or its Affiliates) in the Ellington Brand Marks; and
  - (ii) not to form, create or utilise (or attempt to form, create or utilise) in connection with their Unit, or the Building generally the Ellington Brand Marks or any marks that may be similar to or may be confused with, the Ellington Brand Marks.
- (f) No Owner nor the Building Owners Association shall be deemed to be a third-party beneficiary of any agreements entered into by the Developer for the use of the Ellington Brand and the Ellington Brand Marks.
- (g) The Developer (and its Affiliates) shall be deemed to be a third-party beneficiary of the covenants contained in this Declaration that benefit or seek to preserve the rights of the Developer. The Developer may enforce the provisions contained in this Declaration (including as contemplated by Article 252 of Federal Law No 5 of 1985 (as amended)) to ensure compliance with the Owners' obligations and restrictions under this Declaration.
- (h) No amendment of this **clause 11.3** shall be effective with respect to the Developer unless the Ellington Brand Owner at the time of the amendment has consented in writing to such amendment.

## **12 Budget and Service Charges**

### **12.1 Preparation of Budget**

- (a) The Building Owners Association Manager must, in liaison with the Board, prepare and submit to the Board no later than one (1) month prior to the last day of each Operating Year:
  - (i) the proposed Budget for the next Operating Year; and
  - (ii) the amount that each Owner will be responsible to pay into the General Fund and the Reserve Fund in the next Operating Year under the proposed Budget by way of Service Charges.
- (b) The Budget must be based on the Building Owners Association Manager's reasonable estimate (and give reasonable details and include itemised estimated monetary requirements and expenditures) of the costs of operating the Building for the next Operating Year. Due to different usage of Unit Leisure Facilities or any other facilities of the Building Common Areas, the Budget for Retail Unit and other Units may vary.

### **12.2 Board to Review and Adopt Provisional Budget**

- (a) As soon as practicable (but no later than the maximum number of days required under the Jointly Owned Property Law) after the submission of the proposed Budget to the Board for the next Operating Year, the Board must call for and convene a meeting for the purpose of Approving:
  - (i) the provisional proposed Budget for the next Operating Year; and
  - (ii) the amount that each Owner will be responsible to pay to the General Fund and Reserve Fund in the next Operating Year based on the provisional proposed Budget.
- (b) Should the Board be unable to Approve the provisional proposed Budget at the meeting convened in accordance with **clause 12.2(a)**, the Board shall be considered to be in dispute and the dispute resolution provisions contained in this Declaration shall apply. Until such time as the provisional Budget (or any amended provisional Budget) has been approved by the Board for the next Operating Year, the Owners shall continue to operate the Building under the Budget for the previous Operating Year increased by five per cent (5%) and contribute to the General Fund and Reserve Fund by way of Service Charges on such basis.

### **12.3 Owners to Adopt Provisional Budget at Annual General Assembly**

- (a) Once the provisional proposed Budget is approved by the Board in accordance with **clause 12.2**, the Board shall call for the Annual General Assembly and present the provisional proposed Budget to the Owners for Approval by Simple Resolution.
- (b) Until such time as the Annual General Assembly is convened and the provisional Budget (or any amended provisional Budget) has been approved by the Owners by way of Simple Resolution for the next Operating Year, the Owners shall continue to operate the Building under the Budget for the previous Operating Year increased by five per cent (5%) and contribute to the General Fund and Reserve Fund by way of Service Charges on such basis.

### **12.4 Preparation and Adoption of Financial Statements**

- (a) The Building Owners Association Manager must, in respect of each Operating Year, prepare and submit to the Board the financial statements for that Operating Year no later than the date that is one (1) month before the date of the Annual General Assembly.
- (b) Once submitted to the Board, the Building Owners Association Manager shall, at the expense of the Building Owners Association, arrange for the independent auditing of

the financial statements.

Once approved by the Board, and audited by an independent auditor in accordance with **clause 12.4(b)**, the Building Owners Association Manager must distribute a copy of the financial statements (or otherwise make them available for review) to the Owners prior to the Annual General Assembly.

## **12.5 Service Charge Payments by Owners**

- (a) As soon as practicable after the Approval of the provisional proposed Budget by the Board for the next Operating Year in accordance with **clause 12.2**, the Building Owners Association Manager must provide each Owner with a Service Charge Notice. The Service Charge Notice must provide:
  - (i) details of the amount that the Owner is required to contribute to the General Fund and the Reserve Fund for the next Operating Year by way of Service Charges;
  - (ii) details of any surplus that has been credited to the Owner from the previous Operating Year;
  - (iii) the due date for payment of the Service Charges; and
  - (iv) any other information that the Board considers appropriate for inclusion.
- (b) The Owners must pay their Service Charges as specified in their Service Charge Notice without deduction or set off on or before the due dates for payment specified in the Service Charge Notice.
- (c) Service Charges shall be payable in respect of each Operating Year quarterly in advance, by no later than the date specified in the Service Charge Notice, unless otherwise approved by the Board.
- (d) In the event that that the Budget Approved by the Owners at the Annual General Assembly in accordance with **clause 12.3** differs from the provisional proposed Budget Approved by the Board in accordance with **clause 12.2**, the Building Owners Association Manager shall send the Owners an amended Service Charge Notice which shall be deemed to replace the previous notice and the Owners must pay their future Service Charges as specified in the amended Service Charge Notices without deduction or set off on or before the due dates for payment specified in the Service Charge Notice.

## **12.6 Special Service Charges**

- (a) Subject to any restrictions in the Jointly Owned Property Law, if at any time during the Operating Year the Board determines that:
  - (i) an amount on account of General Fund Expenses is or will become due and payable but cannot be paid because the amounts held in the General Fund are insufficient to allow the payment of such amount or such payment will result in the Building Owners Association being unable to pay other General Fund Expenses when due and payable; or
  - (ii) an amount on account of Reserve Fund Expenses is or will become due and payable but cannot be paid because the amounts held in the Reserve Fund are insufficient to allow the payment of such amount or such payment will result in the Building Owners Association being unable to pay other Reserve Fund Expenses when due and payable, then, the Board may raise a Special Service Charge from the Owners to fund the shortfall.
- (b) Should the Board raise a Special Service Charge, the Building Owners Association Manager must forward a Service Charge Notice to each Owner that specifies:

Purchaser's Initial

Seller's Initial

- (i) details of the event that has given rise to the need to raise the Special Service Charge;
  - (i) the amount that the Owner is required to contribute to the Special Service Charge and the basis for such contribution;
  - (ii) the due date for payment of the Owner's contributions to the Special Service Charge; and
  - (iii) any other information that the Board considers appropriate for inclusion.
- (c) The Owners must pay to the Building Owners Association their contribution to the Special Service Charge as specified in their Service Charge Notice without deduction or set off on or before the due dates for payment specified in the Service Charge Notice (being a date no earlier than thirty (30) days from the date of the Service Charge Notice).

## **12.7 Surplus Funds**

In the event that the Service Charges paid by the Owners in accordance with the Budget for the previous Operating Year in respect of General Fund Expenses are greater than the payments made from the General Fund, the Building Owners Association may credit the surplus funds to the relevant Owners in the proportions for which such funds were paid by the Owners and offset such surplus against the Service Charges in respect of General Fund Expenses payable by such Owners for the next Operating Year.

## **12.8 Review of Usage**

- (a) Where an Owner's contribution to any General Fund Expense has been calculated on the basis of estimated usage, a review of such usage shall be undertaken by the Building Owners Association Manager when requested from time to time by the Board to confirm that the contribution substantially reflect the actual usage by the Owner.
- (b) Should the contribution be substantially different to the actual use, the Board shall adjust the contribution to reflect the estimated proportionate usage and equitable distribution of the General Fund Expenses or to accord with the actual use, if determinable.
- (c) The variations to the contribution by the Board will be automatically Approved and accepted by the Building Owners Association when the Chairperson signs the minutes recording the determination.
- (d) An Owner may submit a proposal to the Building Owners Association requesting the Building Owners Association to undertake a review of the contributions and usage not more often than once every year or as otherwise determined by the Board.

## **12.9 Clarification**

- (a) If an Owner requires clarification of an amount that the Owner (or another Owner) is required to pay under any Service Charge Notice it must, within ten (10) Business Days of receipt of the Service Charge Notice, notify the Building Owners Association Manager in writing of the matter or matters it requires to be clarified including details of:
  - (i) any facts upon which the need for clarification is based; and
  - (ii) any other matter that the Owner considers relevant.
- (b) Upon receipt of a request for clarification under this **clause 12.9**, if the Building

Owners Association Manager is unable to provide sufficient clarification to the Owner's reasonable satisfaction within ten (10) Business Days of receipt of the request, the Building Owners Association Manager shall convene a meeting within a further twenty (20) Business Days for the Board and Owner to discuss the matter.

- (c) If the Board is unable to satisfy the Owner's request at the meeting convened in accordance with **clause 12.9(b)** (or such other period as agreed between the Owner and the Board) then they shall be considered to be in dispute.
- (d) Notwithstanding an Owner may seek clarification of an amount that the Owner (or another Owner) is required to pay under a Service Charge Notice, it must pay the amount specified in the Service Charge Notice and any adjustment with respect to any underpayment or overpayment shall be made between the Building Owners Association and the Owner once the matter has been resolved.

#### **12.10 Application of Payments**

The Building Owners Association Manager must not apply any monies from the Reserve Fund on account of General Fund Expenses unless otherwise directed by the Board to do so and then only then where it has been resolved by the Board that such funds are either not required to maintain appropriate funds within the Reserve Fund or will be replaced upon receipt of Service Charges from Owners or by way of a Special Service Charge.

#### **12.11 Emergency Funding**

- (a) If at any time there is insufficient monies in the General Fund and/or the Reserve Fund to fund the Operation of the Building due to a delay in the payment of any Service Charges by the Owners, the Developer may (at its sole discretion) elect to provide Emergency Funding to the Building Owners Association to fund the shortfall and enable the Building to continue to Operate and provided the Developer shall receive compensation in accordance with **clause 12.11(b)**.
- (b) If the Developer elects to provide Emergency Funding to the Building Owners Association in accordance with **clause 12.11(a)**, the Developer shall be entitled to receive compensation from the Building Owners Association on the amount of Emergency Funding advanced equivalent to the market cost of the Emergency Funding for the period that the Emergency Funding is provided for.
- (c) The Building Owners Association must use all reasonable commercial endeavours to recover the outstanding contributions payable by the Owners to enable repayment of the Emergency Funding (together with the compensation payable under **clause 12.11(b)**), and until such time as the Emergency Funding (and the compensation payable under **clause 12.11(b)**) is repaid in full to the Developer, the amount repayable shall constitute a debt payable by the Building Owners Association and the Owners to the Developer.

### **13 Restrictions on How a Particular Unit can be Used**

#### **13.1 Permitted Use**

- 13.1.1 An Owner must ensure that its Unit is used strictly for the Permitted Use only and in accordance with all Applicable Laws.
- 13.1.2 All Units must be used for Permitted Use. As such, subject to the provisions contained in this Declaration, only the Owners and residents and their direct family members and domestic employees (subject to approval and clearance from Relevant Authorities) may occupy a Unit.



- 13.1.3 Owners and Occupiers acknowledge and agree that:
- (i) they have no objection to any Retail Unit being located within the Building and to the permitted use of such Retail Unit provided that such use is not prohibited by law; and
  - (ii) they shall not do anything which may restrict or adversely affect the operation of any business activities being operated from the Retail Unit in the Building.
- 13.1.4 No Owner or Occupier may partition any Unit for the purposes of letting out individual rooms or otherwise.
- 13.1.5 Owners and Occupiers:
- (i) must ensure that all household staff, including (but not limited to) housemaids, drivers, cooks, and gardeners hold a valid residence visa issued by the Dubai Naturalisation and Residency Department (DNRD) at all time when occupying or working within the Building; and
  - (ii) are fully responsible if they are found accommodating household staff not directly sponsored by them and indemnify the Building Owners Association, the Building Owners Association Manager, the Developer and other Owners and Occupiers against any loss that may arise from such breach.

### **13.2 Change of Permitted Use**

- (a) The Permitted Use of a Unit may not be changed without the Approval of the Building Owners Association and the Developer (and without first obtaining any necessary license for such use from the Relevant Authorities). The Building Owners Association and the Developer may withhold their consent to any change of use should they consider, in their absolute discretion, the proposed use is not in keeping with the Building, or otherwise has a detrimental effect on other Owners or Occupiers within the Building.
- (b) In the event that a change in the Permitted Use is consented to by the Building Owners Association and the Developer, the applicant Owner must also obtain the consent and any necessary license for such use from the Relevant Authorities and provide a copy of the same to the Building Owners Association before using the Unit for the proposed change of use.
- (c) Any consent granted by the Building Owners Association and the Developer may be granted subject to such conditions as the Building Owners Association, the Developer and/or the Master Developer consider appropriate, including the allocation to the Owner of any additional costs that may be incurred by the Building Owners Association and the Developer arising from such change of use (such as additional Insurance premiums).

### **13.3 No Short Term Leasing or Shared Occupancy Plans**

A Unit shall not be leased on a Short Term Basis or as part of any Shared Occupancy Plan without the Approval of the Building Owners Association and the Developer.

### **13.4 Registration of Tenancy Contracts**

- (a) All tenancy contracts entered into by Owners in respect of their Unit must be registered with the Relevant Authorities in accordance with Applicable Laws.
- (b) Owners must provide the Building Owners Association Manager with copies of all such tenancy contracts or renewals to be held by the Building Owners Association Manager on behalf of the Building Owners Association. If the Building Owners Association Manager is not provided with a copy of an Owner's tenancy contract and has not issued a Service Charge Payment Confirmation confirming that the Owner has paid all outstanding Service Charges and is not otherwise in breach of its obligations under this Declaration, the tenant may be denied access to the Building including, without limitation, access to the Building Common Areas (and in the case of Unit Owners, the Unit Leisure Facilities).



- (c) For the avoidance of doubt, an Occupier is not entitled to take possession or move into a Unit unless the Owner has complied with **clause 13.4(b)** and paid its Service Charges (and all other moneys payable under this Declaration) in full and is not otherwise in breach of its obligations under this Declaration.

### **13.5 Number of Invitees**

An Owner must ensure that the total number of Occupiers or Invitees per square foot in its Unit at any given time does not exceed the maximum number of Occupiers or Invitees permitted per square foot by the Relevant Authorities taking into account the Permitted Use and occupational health and safety considerations.

## **14 Architectural and Operational Standards**

### **14.1 Alterations to the Unit's Appearance**

An Owner must not alter the external appearance of its Unit (including its internal appearance visible from any other Unit or the Building Common Areas) at any time.

### **14.2 Compliance with the Architectural Code**

- (a) The Architectural Code is binding on all Owners and the Building Owners Association (and all others undertaking Works within the Building) and:
- (i) contains important details and information and various requirements, responsibilities and obligations regarding the Building, including:
    - (A) the architectural standards to be applied and complied with across the Building as a whole; and
    - (B) the changes that may be made to Units and the process of obtaining Approval for proposed changes; and
  - (ii) is intended to preserve the integrity, standards and reputation of the Building.
- (b) The Building Owners Association and the Owners must comply (and must ensure that Suppliers comply) at all times and on time with the Architectural Code.

### **14.3 Amendment to the Architectural Code**

The Architectural Code may be amended from time to time by the Building Owners Association and the Developer by Resolution to take into account the evolving nature of the Building provided always that such amendments are in the best interest of the Building.

### **14.4 Building Common Area Refurbishment**

- (c) The Building Owners Association must ensure that the Building Common Areas are refurbished from time to time in keeping with the standard of the Building in accordance with this Declaration.
- (d) The Building Owners Association must strictly comply with the Jointly Owned Property Law and any directions of the Developer with respect to the repair and maintenance of the Building Common Areas and the Owners expressly authorise the Board to take such reasonable steps and expend such moneys from the General Fund and Reserve Fund (as applicable) for such purpose.
- (e) Without limiting the generality of the foregoing, the Board must, at intervals of not less than every two (2) years (or such lesser period as determined by the Building Owners Association by Simple Resolution) commencing on the date of this Declaration, convene a meeting to discuss the state of repair of the Building Common Areas and to consider the need for any refurbishment.
- (f) Within fourteen (14) days of the meeting arranged by the Board pursuant to **clause**

**14.3(c)**, the Board must present any refurbishment proposals to the Building Owners Association and the Developer at the next Annual General Assembly.

#### **14.5 Operational Standard**

- (g) The Building Owners Association must ensure that the Building is managed, operated and maintained in such manner as to maintain the standard of the Building as at the date Registration of this Declaration and shall ensure that all Suppliers engaged by, or on behalf of, the Building Owners Association to provide services to the Building Common Areas and the Building generally have the requisite experience and expertise to provide the services for which they are engaged to such standards.
- (h) The Owners must not vote in favour of any Resolution that seeks to reduce or diminish the level of services in such a manner that results in a reduction of the standard specified in **clause 14.4(a)**.

#### **14.6 Building Common Area Maintenance**

- (i) Many of the Building services are highly technical and affect other Units in the Building. As a result the Building Owners Association must ensure that the Building Common Areas are maintained to the highest standard.
- (j) The Building Common Areas (and the furnishings and facilities contained thereon) must be repaired, maintained and replaced with equivalent or better quality materials as may be necessary to maintain, or if determined by the Building Owners Association as desirable, to improve the standard of the Building Common Areas.
- (k) For the avoidance of doubt, the Building Owners Association is responsible for arranging the cleaning of the Façade including all exterior glass the cost of which is a Building Common Area Expense.

### **15 Restrictions on Use of Specified Parts of the Building**

#### **15.1 General Use of Building Common Areas**

- (a) Subject to the Provisions of this Declaration the Building Common Areas may be used by all of the Owners and their Occupiers (and their Invitees).
- (b) An Owner must not restrict or seek to restrict any other Owner's or Occupier's right of use of or access to the Building Common Areas under this Declaration.
- (c) Subject to the provisions of this Declaration, an Owner must keep free and unobstructed all Building Common Areas at all times and must not place or store any items or personal items on the Building Common Areas.
- (d) Notwithstanding **clause 15.1(a)**, the Building Owners Association may temporarily or permanently restrict all or any Owners and/or their Occupiers access to designated Building Common Areas in the following circumstances:
  - (i) in the case of emergency;
  - (ii) in the event that the Building Owners Association requires the utilisation of an area within the Building Common Areas from which to carry out its administrative functions and fulfil its obligations under this Declaration; and/or
  - (iii) in the event that areas are required to be cordoned off in order for a Supplier to carry out works,provided always, in respect of any permanent restriction, the Building Owners Association does so by Simple Resolution and ensures that such restriction does not substantially and detrimentally affect the use and enjoyment of the Building Common Area of any Owner or Occupier and is Approved by the Developer.

#### **15.2 Operation and Management of the Building Common Areas**

Subject to the provisions contained in this Declaration, the Owners acknowledge that the responsibility for operating the Building Common Areas is with the Building Owners Association, which responsibility may be delegated to the Building Owners Association Manager under the Association Management Agreement.

**15.3 Restricted Areas**

- (a) Although designated as Building Common Areas, Owners may not access any Restricted Areas without the Approval of the Building Owners Association.
- (b) The Building Owners Association may lock or otherwise prevent access to the Restricted Areas as it considers necessary or desirable either on a temporary or permanent basis.
- (c) Should an Owner (or their Suppliers) access any Restricted Areas, it must follow the directions of the Building Owners Association when accessing such area at all times.
- (d) Should an Owner or Occupier (or their Suppliers) access any Restricted Areas, it does so solely at its own risk.

**16 Unit Leisure Facilities**

**16.1 Use of the Unit Leisure Facilities**

- (a) The Unit Leisure Facilities form part of the Building Common Areas and the Building Owners Association is responsible for their Operation.
- (b) The Unit Leisure Facilities are available for use by the Unit Owners and their Occupiers only except for the Retail Unit Owners and their Occupiers.
- (c) Where there is an Occupier of a Unit, it is deemed that the Unit Owner has assigned its rights of use and access granted to the Unit Owners under this Declaration to that Occupier, however, the Unit Owner shall remain responsible to the Building Owners Association with respect to such rights of use and access.
- (d) The Building Owners Association shall be the solely responsible for determining what, and the extent and manner to which, the Unit Leisure Facilities will be provided from time to time provided always the Owners and the Occupiers are entitled to utilise any varied or replaced facilities.

**16.2 Operation of the Unit Leisure Facilities**

- (a) The Building Owners Association shall prepare the budget for Unit Leisure Facilities for very Operating Year.
- (b) The Unit Owners shall be solely responsible for the cost of the provision and Operation of the Unit Leisure Facilities which shall be charged to the Unit Owners via their Service Charges.

**16.3 Use of the Unit Leisure Facilities**

- (a) The Unit Owners and the Occupiers must strictly comply with all Building Rules and the directions of the Building Owners Association Manager with respect to the use of the Unit Leisure Facilities including the use of the associated facilities and equipment located within the Unit Leisure Facilities.
- (b) The Unit Owners and Occupiers use the Unit Leisure Facilities at their own risk and indemnify and hold the Building Owners Association harmless against any loss or injury.
- (c) The Building Owners Association may restrict the hours of use of the Unit Leisure Facilities and temporarily close the Unit Leisure Facilities (or any part thereof) for the purpose of undertaking any cleaning, repair or maintenance of the Unit Leisure

Facilities and the Building Common Areas.

- (d) No Unit Owner or Occupier may take on to or place any item on the Unit Leisure Facilities without the prior written consent of the Building Owners Association including:
  - (i) furniture, umbrellas, awnings, screens or the like;
  - (ii) electronic devices, external stereo equipment (including external speakers and wiring) or external lighting;
  - (iii) any barbeque or cooking equipment of any nature;
  - (iv) any alcoholic beverages; and
  - (v) personal items.
- (e) No Unit Owner or Occupier may seek to reserve any sun loungers or other areas within the Unit Leisure Facilities or leave items on any sun loungers or other areas within the Unit Leisure Facilities unattended unless such Unit Owner or Occupier is swimming or otherwise within the vicinity of the items.
- (f) The Building Owners Association reserves the right to exclude any person from using the Unit Leisure Facilities should such person be in breach of this Declaration, or the Building Rules relating to the Unit Leisure Facilities.
- (g) The Building Owners Association may suspend the Unit Owners' and their Occupiers' right to use the Unit Leisure Facilities (either individually or collectively) if the Unit Owners do not pay their Service Charges.

#### **16.4 Invitees to the Unit Leisure Facilities**

- (a) The Unit Leisure Facilities are for the exclusive use of the Unit Owners and the Occupiers only.
- (b) The Unit Leisure Facilities are not available for use by any Invitees of the Owners or the Occupiers and have not been designed to cater for such use.
- (c) The Building Owners Association may from time to time allow Invitees of the Owners (or their Occupiers) to use the Unit Leisure Facilities during periods of low occupancy of the Building at its discretion.
- (d) Should the Building Owners Association elect to allow Invitees of the Owners (or their Occupiers) to use the Unit Leisure Facilities during periods of low occupancy of the Building, the Building Owners Association may impose such restriction upon such entry and use including, without limitation:
  - (i) limiting the number of Invitees that Owners (or their Occupiers) may invite;
  - (ii) limiting the times and days that Invitees may utilise the Unit Leisure Facilities;
  - (iii) limiting the areas and facilities within the Unit Leisure Facilities that are available for use by the Invitees; and
  - (iv) charging an access fee on Invitees for the use of the Unit Leisure Facilities.

### **17 Duties and Obligations of the Owners**

#### **17.1 General Obligations of the Owners**

The Owners must at all times:

- (a) ensure the Building Owners Association is, and remains, properly constituted in accordance with this Declaration and all Applicable Laws;
- (b) comply with the provisions of this Declaration, all Applicable Laws and the rules and

directives of any Relevant Authority; and

- (c) pay their Service Charges and all other amounts due to the Building Owners Association as and when such amounts fall due.

## **17.2 Nature of Owners Obligations**

- (a) The obligations of each of the Owners under this Declaration are several and not joint and several. Accordingly, subject to any Applicable Laws to the contrary, no Owner will incur a liability to another party by reason of the default of one or more of the other Owners.
- (b) Any provision of this Declaration imposing an obligation (positive or negative) on an Owner (other than the requirement to pay Service Charges) imposes that obligation on an Occupier as if such provision were repeated entirely in this Declaration except that the reference to “**Owner**” shall be read as a reference to “**Occupier**”.
- (c) Owners must use all reasonable commercial endeavours to ensure that its Occupiers (and any Invitees) comply with all of their obligations under this Declaration and the Building Owners Association may exercise any rights against each and any of the Owners or Occupiers in relation to a breach by any of them.
- (d) Where there is an Occupier of a Unit, it is deemed that the Owner has assigned its rights of use and access granted to the Owner under this Declaration to that Occupier, however the Owner shall remain responsible to the Building Owners Association with respect to such rights of use and access.

## **17.3 Indemnity**

- (a) Each Owner:
  - (i) is liable for all things the Owner does or fails to do and the consequences of the actions or failure in occupying or using its Unit, the Building Common Areas or the Building; and
  - (ii) releases, indemnifies and holds harmless the other Owners, the Building Owners Association, the Building Owners Association Manager, the Developer and their respective Suppliers and authorised nominees against all actions, claims, costs, damages, demands, expenses, liabilities, losses, proceedings or other liability in any way arising directly or indirectly from or otherwise in connection with:
    - (A) the Owner's (and its Occupiers' and Invitees') occupation or use of its Unit, the Building Common Areas, the Car Park, any Terrace Area and/or the Building; and
    - (B) any actions or omissions by the Owner, its Occupiers or Invitees and/or any breach by the Owner, its Occupiers or Invitees of any of its obligations under this Declaration and Applicable Laws.
- (b) For the avoidance of doubt, no Owner shall benefit from any indemnity from another Owner where it contributed to or caused the loss, claim or liability.
- (c) For the avoidance of doubt, in this **clause 17.3** a reference to an Owner includes its Occupiers and Invitees.

## **17.4 Maintenance and Repair**

- (a) An Owner must at its own cost:
  - (i) properly maintain, clean and keep in a state of good and serviceable repair the Owner's Unit;
  - (ii) maintain the Exclusive Services (including the structures, conduits, machinery,



equipment and any other thing or service) servicing its Unit at all times by, amongst other things, ensuring that those Exclusive Services are regularly inspected, maintained, repaired and kept in a structurally sound fully operational working condition; and

- (iii) properly operate, maintain, repair, and whenever reasonably necessary renew or replace any fixtures or fittings within its Unit which may, if not properly operated, maintained, repaired, renewed or replaced, have an adverse impact on the proper functioning of the Building Common Areas.
- (b) In carrying out its functions in this **clause 17.4**, an Owner must engage only licensed Suppliers Approved by the Building Owners Association and must comply with the provisions in this Declaration (including the Architectural Code, the Building Rules), all Applicable Laws and any applicable requirements and regulations of any Relevant Authority.

#### **17.5 Maintenance of Building Common Areas**

- (a) The Building Owners Association is responsible for the Operation of the Building Common Areas.
- (b) Subject to **clause 17.5(c)**, the costs of the Building Owners Association undertaking any maintenance, repair, refurbishment and replacement of the Building Common Areas shall be payable by the Owners by way of Service Charges.
- (c) If any maintenance, repair, refurbishment and replacement of the Building Common Areas is required as a result of the negligence or wilful act of an Owner (or its Occupier or Invitee) or the use, other than for the usual and permitted use, by an Owner (or its Occupier or Invitee) of any part of the Building (excluding fair wear and tear), the costs of the Building Owners Association undertaking such maintenance, repairs, refurbishment and replacement of the Building Common Areas shall be recoverable by the Building Owners Association from the responsible Owner as a debt payable on demand.
- (d) The Building Owners Association must ensure that it is prepared for any Reserve Fund Expenses. Accordingly, the Building Owners Association must, at intervals of three (3) years or such lesser time as the Building Owners Association shall determine necessary, appoint a suitably qualified, independent and licensed person to prepare a Reserve Fund Projection.
- (e) The Building Owners Association must review the Reserve Fund Projection at least every year to determine whether the Reserve Fund Projection remains relevant, whether any adjustments to the Reserve Fund Contributions are necessary to ensure that there are sufficient funds in the Reserve Fund to pay for the Reserve Fund Expenses and whether it is necessary to commission a further Reserve Fund Projection.
- (f) Each Owner must pay to the Building Owners Association its Reserve Fund Contribution as part of its Service Charges calculated in accordance with **clause 12.5(b)** as and when such Service Charges fall due.

#### **17.6 Emergency Repairs**

- (a) The Owners and Occupiers expressly authorise the Building Owners Association to undertake (and authorise or engage any Supplier to undertake) any Emergency Repairs to the Building Common Areas and the Units.
- (b) The costs of the Building Owners Association undertaking any Emergency Repairs to a Unit shall be payable by the Owner of that Unit that required the repair unless:
  - (i) the Emergency Repairs are required as a result of the negligence or willful act



of another Owner (or its Occupier or Invitee) or the use, other than for the usual and permitted use, by another Owner (or its Occupier or Invitee) of any part of the Building (excluding fair wear and tear), in which case the costs of such Emergency Repairs shall be payable by the responsible Owner; or

- (ii) the Emergency Repairs are as a result of damage caused by the failure of the Building Common Areas (or any part thereof) in which case, the cost of the Emergency Repairs shall be payable by the Owners in accordance with **clause 17.5(b)**.

- (c) The costs of the Building Owners Association undertaking Emergency Repairs to the Building Common Areas shall be payable by the Owners in accordance with their Unit Entitlements unless the Emergency Repairs are required as a result of the negligence or willful act of an Owner (or its Occupier or Invitee) or the use, other than for the usual and permitted use, by an Owner (or its Occupier or Invitee) of any part of the Building (excluding fair wear and tear), in which case the costs of the Building Owners Association undertaking any Emergency Repairs shall be recoverable by the Building Owners Association from the responsible Owner as a debt payable on demand.

#### **17.7 Reporting damage or want of repair**

The Owners must report any damage or want of repair to the Building Common Areas to the Building Owners Association as soon as becoming aware of such damage or want of repair.

#### **17.8 Reduce disturbance**

The Building Owners Association and the Owners shall carry out their maintenance, repair, refurbishment and replacement obligations under this Declaration in such a manner so as to cause as little disturbance as reasonably possible to other Owners' and Occupiers' lawful use or quiet enjoyment of their Unit.

### **18 Terrace Areas**

#### **18.1 Terrace Areas form part of the Unit in which located**

The Terrace Areas (excluding any part of the Façade and equipment used to illuminate or clean the Façade) form part of the Units within which they are located. The day to day cleaning, repair and general maintenance of the Terrace Areas is the responsibility of the Owner whose Units have located within it the Terrace Areas.

#### **18.2 No Structural Works**

An Owner must not carry out any structural Works on its Terrace Area nor otherwise alter a Terrace Area in any manner without the Approval of the Building Owners Association including:

- (a) the erection of any structure;
- (b) the enclosure or partial enclosure or any part of the Terrace Area; or
- (c) the painting or resurfacing of any surface of the Terrace Area including any walls or balustrades.

#### **18.3 Maintenance of the Terrace Areas**

In addition to the obligations contained in **clause 18.1**, an Owner must:

- (a) clean and maintain the surface of the Terrace Area in accordance with the directions of the Building Owners Association;
- (b) not penetrate the surface of the Terrace Area in any way;
- (c) not attach any item to any surface of the Terrace Area including any wall or balustrade; or
- (d) not use any chemicals or cleaning solvents of a corrosive nature that may affect the waterproof membrane of the Terrace Area.

#### **18.4 Items on the Terrace Areas**

- (a) An Owner must not, without the Approval of the Building Owners Association, place anything on a Terrace Area that is not in keeping with the rest of the Building including:

- (i) umbrellas, awnings, screens, shutters or the like;
  - (ii) structures of a temporary or permanent nature;
  - (iii) planter boxes, garden sheds or pergolas;
  - (iv) large outdoor ornaments or plants that extend over the height of the balustrades;
  - (v) washing or laundry items;
  - (vi) satellite dishes, aerials, electronic devices, external stereo equipment (including external speakers and wiring); or
  - (vii) additional external lighting and/or security devices.
- (b) An Owner must ensure that any item Approved by the Building Owners Association in accordance with **clause 18.4(a)** must:
- (i) be appropriately weighted so as not to be affected by wind; and
  - (ii) not overload the Terrace Area or otherwise impact upon the structure of the Building.

#### **18.5 No Barbeques on Terrace Areas**

An Owner or Occupier must not place any barbeque or cooking equipment of any nature on a Terrace Area.

### **19 Signage**

Except for the Retail Unit no Unit Owner must not erect any Signage.

- (a) Retail Unit Owners shall have separate signage areas (as identified on completion of the Building) as Exclusive Service areas. Such rights and obligations include:
- i. the exclusive right to erect signage provided the same has been approved by the Relevant Authorities and meets the criteria laid down by the Developer;
  - ii. the obligation to ensure signage is regularly cleaned and replaced when it becomes faded, damaged or unsafe; and
  - iii. the obligation to ensure the signage is installed and removed in accordance with and pursuant to the Approval of Relevant Authorities.
- (b) The Owners Association or the Developer (as applicable) shall be entitled to retain a bond or security deposit to ensure that the Retail Unit Owners comply with any obligations set down by the Developer or Master Developer Declaration and the Rules on an ongoing basis.
- (c) Without prejudice to any other remedies available to the Owners Association or the Developer, in the event of non-compliance the Owners Association or the Developer (as applicable) shall be entitled to remedy any default and use the bond or security deposit to offset any costs associated with the Owners Association's or Developer's actions (as applicable). In any such circumstances the Retail Unit Owner shall be responsible for reinstating such bond to its original level.
- (d) The bond or security deposit shall be returned to the Retail Unit Owner once the signage is removed and area remediated in accordance with the requirements of the Relevant Authorities.
- (e) The level of the bond or security deposit shall be set out by the Developer or Owners Association shall be to a level necessary to remove and dispose of the signage and remediate the area.

## **20 Developer's Name, Signage and Building Name**

- (a) The Owners acknowledge that the Building Name is the sole and exclusive property of the Developer.
- (b) The Developer may affix or exhibit any Signage on the Façade and other parts of the Building in its absolute discretion.
- (c) The Developer may in its sole discretion remove any Signage displaying the Developer's Name from the Building at any time in its sole discretion.
- (d) Owners, Occupiers and the Owners Association shall not, without the prior written approval of the Developer, undertake any of the following:
  - (i) change the colour of the exterior of the Units or the Building Common Areas;
  - (ii) do any Works in the Unit or Building Common Areas which affects the style, type, lay-out, number of rooms or exterior view of the Units or the Building Common Areas;
  - (iii) change or remove the Developer's or the Master Developer's or the name or logo from the Building;
  - (iv) fail to upkeep or maintain or to interfere with, the Developer's or the Master Developer's name or logo in the Building; and
  - (v) restrict the Developer or the Master Developer from changing the name or logo of the Building;

## **21 Rights of Access**

- (a) Each Owner must allow and irrevocably authorises the Building Owners Association, the Building Owners Association Manager and the Developer (and their respective Suppliers) to enter and access all parts of the Building and the Units (through, over or under the Building and the Units) at all reasonable times upon reasonable notice (except in the case of emergency where no notice is required) to do all things required by this Declaration including:
  - (i) access to the Façade to undertake any cleaning, repair and/or maintenance and to carry out any other obligations under this Declaration; and
  - (ii) access to secure and/or run cabling and equipment to and/or over any part of the Building or a Unit as may be necessary to enable them to perform their function or exercise their rights under this Declaration.
- (b) Each Owner must allow and irrevocably authorises the Building Owners Association, the Building Owners Association Manager (and its respective Suppliers) to enter any part of its Unit at all reasonable times upon reasonable notice for the purpose of reading any meter installed within the Unit relating to any Building Common Areas, the Owner's Unit or which is otherwise charged by or through the Building Owners Association.
- (c) No Owner may charge the Building Owners Association, the Developer or the Building Owners Association Manager any fee for providing access to its Unit to do things required by this Declaration.
- (d) When any party exercises its right to access parts of the Building or a Unit, they must:
  - (i) not interfere unreasonably with an Owner's lawful use or quiet enjoyment of its Unit or the Building Common Areas;
  - (ii) cause as little damage as possible to the Building Common Areas or the Unit and any improvements on them; and
  - (iii) if physical damage is caused as a result of the exercise of the right of access, that party must, at its own cost, restore the Unit or Building Common Areas as

nearly as practicable to the condition it was in before the damage occurred.

**22 No Obstruction**

All Owners and Occupiers must keep free and unobstructed all areas designated as fire access areas, fire assembly areas, access ways and the like at all times.

**23 Building Related Insurance Arrangements**

**23.1 Required Insurance**

- (a) The Building Owners Association must effect and maintain adequate and appropriate Insurances for the Building.
- (b) All Insurance policies shall be maintained with a reputable insurer in the name of the Building Owners Association and must be for the full replacement value of the Building including a specific allowance for the removal of debris.
- (c) No Owner may seek to have the interest of any mortgagee noted on the Insurance policies except with the prior Approval of the Building Owners Association.
- (d) The Building Owners Association must:
  - (i) have the Building valued at least once every three (3) years (or more frequently if determined by the Building Owners Association by Resolution) for insurance purposes by an appropriately qualified and licensed valuer who has a minimum of five (5) years' experience;
  - (ii) insure the Building for the sum determined by the valuer or quantity surveyor (or a higher sum if determined by the Building Owners Association by Resolution); and
  - (iii) ensure that an appropriate allowance is incorporated in the amount of cover under the Insurances to allow for cost increases which may occur during the period of the Insurances.
- (e) An Owner may assign its interest in the Insurances to a nominated bank or financial institution and provide a direction to the Building Owners Association to notify such bank or financial institution in the event of any claim upon the Insurances or the payment of any insurance proceeds to the Building Owners Association.

**23.2 Apportionment of Insurance Costs**

All Insurance premiums are General Fund Expenses and are to be paid by the Owners in the proportions determined by the Building Owners Association by Resolution.

**23.3 Total Destruction of the Building**

- (a) In the event of the Building being totally destroyed or damaged so extensively as to render the repair or making good of such damage impractical or undesirable, the Building Owners Association may by Resolution elect to:
  - (i) reinstate the Building substantially in accordance with its original design from the insurance monies available (and to the extent this may be insufficient, from contributions from the Owners in the Relative Proportions);
  - (ii) construct a newly designed Building upon the plans and specifications Approved by the Building Owners Association from the insurance monies available (and to the extent this may be insufficient, from contributions from the Owners in the Relative Proportions); or
  - (iii) demolish the Building and clear the Plot of all improvements, structures, rubbish and debris and sell the Plot for market value and distribute the insurance and sale proceeds between the Owners in the Relative Proportions.
- (b) If the Owners acting reasonably are unable to reach agreement regarding the application of this clause 23.3, then they shall be deemed to be in dispute and clause 29.1 shall apply.

#### **23.4 Partial Destruction**

In the event of the Building being partially destroyed or damaged the Building Owners Association will, from the insurance monies available (and to the extent this may be insufficient, from contributions from the Owners in the Relative Proportions), repair, replace and make good the destroyed or damaged portion as nearly as possible to the condition in which it was immediately prior to the damage or destruction with modifications as determined by the Building Owners Association by way of Resolution), or as may be required by any Relevant Authority.

#### **23.5 Additional Insurance Provisions**

All monies received by the Building Owners Association in settlement of any claim under the Insurance will be paid into the General Fund and held until distributed or expended in accordance with clauses **23.3** and **23.4**.

#### **23.6 Insurance not to be Voided**

An Owner or Occupier must not at any time do, permit, omit or suffer to be done committed or omitted any act, matter or thing in the Building, or bring or keep anything in the Building which may render any Insurance void or voidable or increase the cost of any Insurance unless, in the latter case, the relevant Owner promptly pays any such additional cost.

#### **24 Contents Insurance**

- (a) All Owners must effect and maintain adequate and appropriate contents insurance covering damages to the Unit.
- (b) All insurance policies are to be taken out with a reputable insurer in the name of the Owner and must be for the full replacement value of the Unit's contents.

#### **25 Building Owners Association Car Parking**

##### **25.1 Car Parking Allocation**

- (a) The Car Parking Space of each Unit is included in the title to the respective Unit.
- (b) Each Owner may park one vehicle wholly within each Car Parking Space only subject to the terms of this Declaration, the Building Rules and all Applicable Laws.

##### **25.2 Maintenance and Management of Car Park**

- (a) The Building Owners Association retains full and exclusive control, possession and management of the Car Park and no owner has the right to exclude the Building Owners Association from the Owners' designated Car Parking Spaces at any time.
- (b) The Building Owners Association shall be responsible for the operation, repair and maintenance of the Car Park (including the Car Parking Spaces) together with its operation, repair and maintenance of the Building Common Areas.

##### **25.3 Use of Car Parking Spaces**

The Owners must at all times comply with the directions of the Building Owners Association Manager with respect to the use of the Car Park and the Car Parking Spaces at all times.

##### **25.4 Suspension of Car Park Use**

- (a) The Building Owners Association may suspend an Owner's use of its Car Parking Spaces in the event that:
  - (i) the Owner fails to pay all moneys due and payable to the Building Owners Association under this Declaration by the due date for payment; or
  - (ii) the Owner breaches its obligations under this Declaration and fails to rectify such breach upon notice from the Building Owners Association within the period specified in such notice, for such period as any such breach is subsisting.
- (b) Any suspension of the use of the Car Parking Spaces pursuant to **clause 25.4(a)** is

Purchaser's Initial

Seller's Initial



without prejudice to any other right of action of the Building Owners Association in respect of any breach of the Owner's obligations.

#### **25.5 Alienation of Car Parking Spaces**

An Owner must not sell, transfer or assign the ownership or benefit of or otherwise deal in any way with its Car Parking Space and must not part with or share the possession or occupation of the whole or any part of its Car Parking Space separately from any disposition of its Unit without the Approval of the Building Owners Association and the requirements of the Relevant Authority (including the minimum car parking requirements imposed by the Relevant Authority from time to time with respect to such Unit).

#### **25.6 Car Parking Expenses**

Each Owner must promptly pay all future charges, duties, fees, levies, outgoings, rates, taxes and obligations whatsoever payable to any Relevant Authority in respect of its Car Parking Space.

#### **25.7 Developer's Rights with respect to Extra Car Parking Spaces**

- (a) Notwithstanding any other provisions contained herein, subject to Applicable Laws, the Developer may transfer the Extra Car Parking Spaces in its absolute discretion to any Owner.
- (b) The Building Owners Association and the Owners shall do all things necessary to Register an amendment to this Declaration to reflect the transfer of such Extra Car Parking Spaces to the transferee to the fullest extent permitted under Applicable Law, at the cost of the transferee.
- (c) Any Extra Car Parking Spaces held by the Developer shall not be subject to any charges until such time as the Developer transfers the Extra Car Parking Spaces.

#### **25.8 Visitor Car Parking**

The Owners acknowledge and agree that there is no visitor car parking provided within the Car Park.

#### **25.9 Rights of Entry**

Subject to all Applicable Laws, the Owners and Occupiers must permit the Building Owners Association and those persons authorised by it, at all times:

- (a) to remove or move any vehicle not parked in accordance with the directions of Building Owners Association Manager including, without limitation, any vehicle not parked wholly within a designated Car Parking Space, without any liability to the Building Owners Association and those persons authorised by them, in respect of any damage or loss caused in so doing provided that reasonable care is taken; and
- (b) to enter upon any allocated Car Parking Spaces for all reasonable purposes in connection with the maintenance, repair, decoration, alteration or other Works to the Car Park or the Building.

#### **26 Failure of Owner to Carry out its Obligations**

- (a) Subject to all Applicable Laws and in addition to any other rights the Building Owners Association may have, if an Owner does not carry out its obligations under this Declaration then the Building Owners Association may, at the cost of the Owner payable as a debt on demand, do anything reasonably necessary for the purpose of fulfilling the obligations of the Owner including:
  - (i) carrying out work on the Owner's Unit to do anything the Owner has failed to do;
  - (ii) taking any steps to prevent access to or suspend the use of any Unit Leisure Facilities by any Unit Owner or Occupier until such time as the Unit Owner rectifies the breach;



- (iii) taking any steps to prevent access to or suspend the use of any Car Parking Spaces by any Owner or Occupier (and their Invitees) until such time as the Owner rectifies the breach;
  - (iv) taking any steps to prevent access to the Building Common Areas by any Suppliers engaged by the Owner to undertake any unauthorised work until such time as the Owner rectifies the breach;
  - (v) removing any items that contravene this Declaration and storing them at the cost of the Owner. If not claimed within a reasonable period then such items may be disposed of by the Building Owners Association at its sole discretion and any proceeds offset against such removal and storage costs;
  - (vi) requiring the Owner to remove any unauthorised work and to reinstate the Unit or any Building Common Areas; and
  - (vii) undertaking (or engaging any Supplier to undertake) any work necessary to remove any unauthorised work and to reinstate the Unit or any Building Common Areas if not undertaken promptly by the Owner.
- (b) Except when carrying out Emergency Repairs, before exercising its rights pursuant to **clause 26(a)**, the Building Owners Association must by written notice, give the Owner a reasonable period of time, having regard to the nature of the obligation not performed, to carry out the obligation.
  - (c) The costs of the Building Owners Association undertaking any Works in accordance with this **clause 26** shall be a debt payable by the defaulting Owner to the Building Owners Association on demand.
  - (d) An Owner must not vote in respect of any motion so as to prevent the Building Owners Association from taking any action against such Owner to enforce the provisions of this Declaration.

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#### **Power to Impose Fines**

- (a) The Building Owners Association may from time to time impose fines on any Owner or Occupier who fails to comply with this Declaration, including failing to strictly comply with the Building Rules.
- (b) Where the breach by the Owner or Occupier is capable of rectification to the reasonable satisfaction of the Building Owners Association, the Building Owners Association must first give the Owner or Occupier (as the case may be) notice of the breach and a reasonable period to rectify such breach (given the nature of the breach) prior to the issuing of a fine under **clause 27(a)**.
- (c) The Building Owners Association may prepare a schedule of offences and corresponding fines which may be varied by the Building Owners Association from time to time provided that all fines imposed by the Building Owners Association are commensurate with the nature of the breach of the Owner's or Occupier's obligations under this Declaration. Such schedule of offences and fines must be notified to the Owners and Occupiers or otherwise displayed on the Building Common Areas. The Building Owners Association may increase the quantum of any fines in respect of any regular or repeated breaches.
- (d) The Building Owners Association may elect not to impose a fine (or waive the payment of a fine imposed) in respect of any breach by an Owner or Occupier in certain circumstances, as it deems appropriate at its discretion. Any such waiver to apply a fine or enforce payment of a fine against an Owner or Occupier does not prevent the Building Owners Association from applying or enforcing payment of a fine for breach against other Owners or Occupiers.
- (e) All fines imposed against an Owner or Occupier shall constitute a debt payable to the Building Owners Association and shall be payable within fourteen (14) days of the date of the enforcement notice issued by the Building Owners Association.
- (f) A failure by an Owner or Occupier to pay any fine imposed by the Building Owners Association under this **clause 27** shall further be considered to be a breach equating to a failure to pay Service Charges and the provisions in this Declaration regarding the

failure of an Owner to pay Service Charges shall apply equally to such breach.

**28 Lien over Units**

- (a) The Owners acknowledge that failure to pay Service Charges (or any other moneys payable under this Declaration) on time is a violation of the Jointly Owned Property Law and may result in civil penalties including a lien being registered against their Unit by the Building Owners Association.
- (b) Furthermore, subject to compliance with all Applicable Laws, continued failure to pay Service Charges (or any other moneys payable under this Declaration) may result in the legal enforcement of a lien over the Unit, which may result in a public auction of the Unit and the deduction of the outstanding Service Charges (and any other moneys payable under this Declaration) from the selling price by the Building Owners Association.
- (c) In accordance with the Jointly Owned Property Law, the rights of the Building Owners Association to take action against an Owner in respect of unpaid Service Charges (or any other moneys payable under this Declaration) remain in force notwithstanding any transfer of ownership of the Unit from the Owner to a third party.

**29 Other Matters**

**29.1 Dispute Resolution**

Any dispute arising with respect to the formation, interpretation, nullification, termination or invalidation of this Declaration and/or the exercise of rights and/or the performance of obligations by the Building Owners Association and/or the Owner shall be resolved in accordance with Applicable Laws.

**29.2 Consent of the Building Owners Association**

The Building Owners Association (and/or the Board) may refuse its consent to any matter, where its consent is required under this Declaration or the Applicable Laws, in the event that the Owner seeking such consent is in breach of any of its obligations under this Declaration or the Applicable Laws, including the non-payment of Services Charges.

**29.3 Definitions**

In this Declaration, except where the context otherwise requires, the capitalised words will have the meanings ascribed to them in **Schedule 1**.

**29.4 Interpretation**

In this Declaration, unless the context otherwise requires, the rules of interpretation contained in **Schedule 1** will apply.

## **Schedule 1**

### **Interpretation and Definitions**

#### **1 Interpretation**

In this Declaration, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this Declaration;
- (b) words importing the neuter gender shall include the masculine and feminine gender and words importing the masculine gender shall include the feminine gender and vice versa;
- (c) words importing the singular number shall include the plural number and vice versa;
- (d) the words “other” and “including” will not limit the generality of any preceding words or be construed as being limited to the same class as any subsequent words where a wider construction is possible;
- (e) if there is more than one person or entity comprising a party, then all such persons or entities will be jointly and severally liable for the obligations of that party under this Declaration;
- (f) any reference to:
  - (i) a statute or a statutory provision:
    - (A) will be construed as a reference to it as amended, supplemented, varied, consolidated, modified, extended, re-enacted or replaced from time to time; and
    - (B) includes a reference to any order, legislative instrument, regulation or other subordinate legislation made from time to time under the relevant statute or statutory provision;
  - (ii) a “person” includes:
    - (A) an individual, body corporate (wherever incorporated), unincorporated association, firm, association, trust or partnership (whether or not having separate legal personality), government authority or two or more of the foregoing;
    - (B) a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns (immediate or otherwise); and
    - (C) in the case of persons that are not natural persons – any successor or replacement person;
  - (iii) anything is a reference to the whole and each part of it collectively and each of them individually;
  - (iv) a group of persons is a reference to all of them collectively, to any two (2) or more of them collectively and to each of them individually;
  - (v) a “successor” shall be construed so as to mean a successor in title of a person and any person who under the Applicable Laws of its jurisdiction of incorporation or domicile has assumed the rights and obligations of such a person or to which, under such laws or by agreement or otherwise, such rights and obligations have been transferred;
  - (vi) a document (including this Declaration) includes a reference to such document as amended, restated, supplemented, varied or novated from time to time in

accordance with its terms; and

- (vii) a clause or a Schedule is a reference to a clause of or Schedule to this Declaration;
- (g) where any word is defined in this Declaration, and a grammatical variation of such word is capitalised but not defined in this Declaration, such grammatical variation shall have a corresponding meaning to the definition of such word;
- (h) the Schedules to this Declaration will be considered an integral and binding part of this Declaration and will have effect as if set out in full in the body of this Declaration and any reference to this Declaration includes the Schedules;
- (i) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Declaration or any part of it;
- (j) a reference to an association or body which has ceased to exist includes the association or body established in place of the association or body to serve substantially the same purposes;
- (k) a provision of this Declaration which is void or voidable by any party, unenforceable or illegal must be read down to the extent required to give the provision legal effect;
- (l) where a party's consent (including Approvals) is required to anything, it shall be implied that:
  - (i) such party shall have absolute discretion in the granting of its consent (unless expressly stated otherwise); and
  - (ii) consent must be obtained in writing prior to the act requiring such consent is carried out; and
- (m) any covenant by a party not to do any act or thing shall include a covenant not to suffer or permit the doing of that act or thing.

## 2. Definitions

In this Declaration, unless the context otherwise requires the capitalised words will have the following meanings:

<b>Affiliate</b>	means any person and/or legal entity within the same group of companies of, related to and/or associated with a party;
<b>Annual General Assembly</b>	means an annual general assembly of the Owners convened in accordance with the Prescribed Constitution;
<b>Applicable Laws</b>	means all laws, decrees, orders, decisions, instruments, notices, rules, regulations, requirements, codes of practice, directions, guidance, permissions, consents or licences issued by a Relevant Authority applicable to the Building, this Declaration, the Owners and/or Occupiers;
<b>Approval</b>	means an approval in writing from the Building Owners Association under this Declaration (or the Building Owners Association Manager on behalf of the Building Owners Association), which may be given subject to conditions, including a limitation as to time, and the term “ <b>Approved</b> ” and “ <b>Approving</b> ” shall have a corresponding meaning;
<b>Architectural Code</b>	means the architectural code determined by the Building Owners Association from time to time in accordance with this Declaration. The Architectural Code as at the date of Registration of this Declaration is attached to this Declaration as <b>Schedule 5</b> ;
<b>Association Management Agreement</b>	means the agreement between the Building Owners Association and the Building Owners Association Manager setting out the rights and responsibilities of the Building Owners Association Manager;
<b>Board</b>	means the board of the Building Owners Association, elected by the Owners in accordance with the Jointly Owned Property Law;
<b>Budget</b>	means a budget that is prepared by the Building Owners Association Manager of the estimated Building Common Area Expenses for the following Operating Year;
<b>Building</b>	means the building constructed on the Plot including the surrounding areas and facilities within the Plot;
<b>Building Common Areas</b>	means those parts of the Building and the facilities contained therein not forming part of any Unit which are intended to be used by some or all of the Owners as shall be determined in accordance with this Declaration and which are depicted on the Building Common Areas Site Plan.
<b>Building Common Areas Site Plan</b>	means the plan of the Building Common Areas Registered in accordance with the Jointly Owned Property Law and attached to this Declaration as <b>Schedule 2</b> ;
<b>Building Common Area Expenses</b>	means all costs, expenses, fees and other outgoings incurred in operating, managing, controlling, maintaining, repairing, replacing and renewing the Building Common Areas including all costs in respect of the insurances and redevelopment and capital works if any.;
<b>Building Owners Association</b>	means the association of the Owners constituted in accordance with the Prescribed Constitution and the Jointly Owned Property Law;

<b>Building Owners Association Manager</b>	means the manager appointed by the Building Owners Association in accordance with this Declaration and the Jointly Owned Property Law;
<b>Building Name</b>	means “DT 1” (and all logos or other marks associated therewith) or such other name of the Building as may be determined by the Developer from time to time;
<b>Building Rules</b>	means the Building rules determined by the Building Owners Association from time to time in accordance with this Declaration. The Building Rules as at the date of Registration of this Declaration are those rules set out in <b>Schedule 6</b> ;
<b>Building Works Proposal</b>	means a proposal to carry out Works submitted by an Owner or Occupier to the Building Owners Association including any proposal from the Building Owners Association or its representative, pursuant to the Architectural Code;
<b>Business Day</b>	means any day other than Friday, Saturday and a day that is declared to be a public holiday in the UAE for the private sector;
<b>Car Park</b>	means the area of the Building in which the Car Parking Spaces are located;
<b>Car Parking Spaces</b>	means the car parking spaces located within the Car Park, and with respect to a Unit, the individual car parking spaces within the Car Park forming part of that Unit;
<b>Chairperson</b>	means the chairperson of the Board as appointed by the Owners in accordance with the Jointly Owned Property Law;
<b>Chilled Water</b>	means water supplied to the Building in a chilled state for use in the air-conditioning system of the Building through District Cooling Plant maintained and operated by the Master Developer;
<b>Chilled Water Account Manager</b>	means the account manager appointed by the Building Owners Association from time to time to invoice and collect consumption charged for Chilled Water supplied to Units and Building Common Areas;
<b>Chilled Water Network</b>	means the chilled water network, including all associated plant, equipment and network piping, delivering Chilled Water throughout the Building;
<b>Declaration</b>	means this jointly owned property declaration prepared and declared by the Developer in accordance with the Jointly Owned Property Law;
<b>Developer</b>	means Ellington Properties Development LLC, its successors and assigns also referred to as Seller;
<b>Developer’s Name</b>	means the name of the Developer and/or its Affiliates and all logos or other marks associated therewith;
<b>DEWA</b>	means the Dubai Electricity and Water Authority or other applicable authority;
<b>Ellington Standards</b>	means the brand standards required by the Developer from time to time which shall at all times be commensurate with those operated in a residential development of a similar size;



<b>Ellington Brand Marks</b>	means any trademarks or other marks, brands, logos, interior designs or other intellectual property belonging to, or licensed to, Developer (or its affiliates);
<b>Ellington Brand</b>	means the brand known as "Ellington" owned by the Developer;
<b>Emergency Funding</b>	means the monies provided by the Developer to the Building Owners Association to fund any shortfall with respect to the Operation of the Building due to insufficient funds being held in the General Fund and/or the Reserve Fund pursuant to <b>clause 12.11</b> ;
<b>Emergency Repairs</b>	means repairs which are required to remedy any imminent damage which in the reasonable opinion of the Building Owners Association may, if not carried out immediately, cause danger to the safety of person, the Building or any property or contents within the Building;
<b>Entitlement</b>	means an Owner's proportionate interest in respect of the Building Common Areas being the proportions specified in Schedule 3;
<b>Exclusive Services</b>	means any service that exclusively services a Unit notwithstanding such service may be located in and form part of the Building Common Areas including the individual hot water heating equipment and air conditioning equipment that exclusively services a Unit including any signage areas;
<b>Extra Car Parking Spaces</b>	means the surplus car parking spaces retained by the Developer.;
<b>Façade</b>	means the façade of the Building wherever located including all other external surfaces and features forming part of the façade (including the façade cleaning equipment);
<b>FM Services</b>	means the services intended to be provided to the Building Owners Association by the FM Service Provider as determined by the Developer initially and thereafter by the Building Owners Association from time to time to ensure the preservation of Ellington Standards.
<b>FM Services Agreement</b>	means the agreement entered into between FM Service Provider and the Developer for and on behalf of the Building Owners Association with respect to the provision of FM Services;
<b>FM Service Provider</b>	means the entity appointed by the Building Owners Association to carry out the FM Services;
<b>Gas</b>	means domestic gas supplied for use in the Unit;
<b>Gas Supplier</b>	means the supplier appointed, nominated or recommended by the Master Developer.;
<b>Gas Supply Agreement</b>	means the agreement entered into by the Developer and the Gas Supplier with respect to the supply of Gas to the Building and the Units (as such agreement shall be amended or replaced from time to time);
<b>General Fund</b>	means the fund established by the Building Owners Association in accordance with the Prescribed Constitution in which contributions that are not Reserve Fund Contributions are deposited. For the avoidance of doubt, the General Fund is the operating account for the day to day operation of the Building including the payment of Suppliers undertaking works that are otherwise not of a capital nature;
<b>General Fund Expenses</b>	means all costs, expenses, fees and other outgoings incurred by the Building Owners Association (other than Reserve Fund Expenses);

<b>Insurance</b>	means the insurance effected by the Building Owners Association in respect of the Building and/or the Building Common Areas in accordance with the Jointly Owned Property Law and this Declaration;
<b>Intellectual Property</b>	means any and all trademarks, service marks, trade names, logos, designs, symbols, emblems, insignias, slogans, copyrights, know-how, confidential information, drawings, plans or other materials (whether or not registered or capable of registration) of the party or any of its Affiliates;
<b>Invitee</b>	means any person or entity using or occupying a Unit including the Owner's or Occupier's visitors, guests, family friends, Suppliers and any servants, agents and employees;
<b>Jointly Owned Property</b>	means a jointly owned property as defined under the Jointly Owned Property Law;
<b>Jointly Owned Property Law</b>	means Law No. (27) of 2007 On Ownership of Jointly Owned Properties in the Emirate of Dubai, and includes the regulations and decisions issued by the chairman of the Relevant Authority from time to time pursuant to Article 32 of such law and any other directions or regulations intended to complement such law;
<b>Master Community</b>	means the entire master community known as "Burj Khalifa Community" situated in Dubai, which is to be divided into single ownership plots and common use facilities generally in accordance with the master community plans or any amendment thereof and includes all and any extensions, additions or changes to the Master Community from time to time;
<b>Master Community Service Charges</b>	means the community service charges raised by the Master Developer in respect of the Master Community in connection with various services and the use of facilities that are administered and managed by the Master Developer for the Master Community as a whole;
<b>Master Developer</b>	means EMAAR, a company duly incorporated and registered in Dubai, United Arab Emirates or its nominees, assigns and successors-in-title;
<b>Master Community Declaration</b>	means the master community declaration (or any other such governing document) Registered or to be Registered in respect of the Master Community that governs and regulates the Master Community as a whole, including the Building. The Master Community Declaration is administered and enforced by the Master Developer;
<b>Occupier</b>	means any tenant, employee, licensee or person with any other right of possession or occupation (including any mortgagee in possession) of a Unit;
<b>Operating Year</b>	means the period commencing on 01 January and expiring on 31 December every year or such other operating year as determined appropriate by the Board;
<b>Operation</b>	means the use, administration, control, operation, management, maintenance, repair, refurbishment, replacement and (where necessary or desirable) renovation and renewal and "Operate" and "Operating" means the act of undertaking such functions;

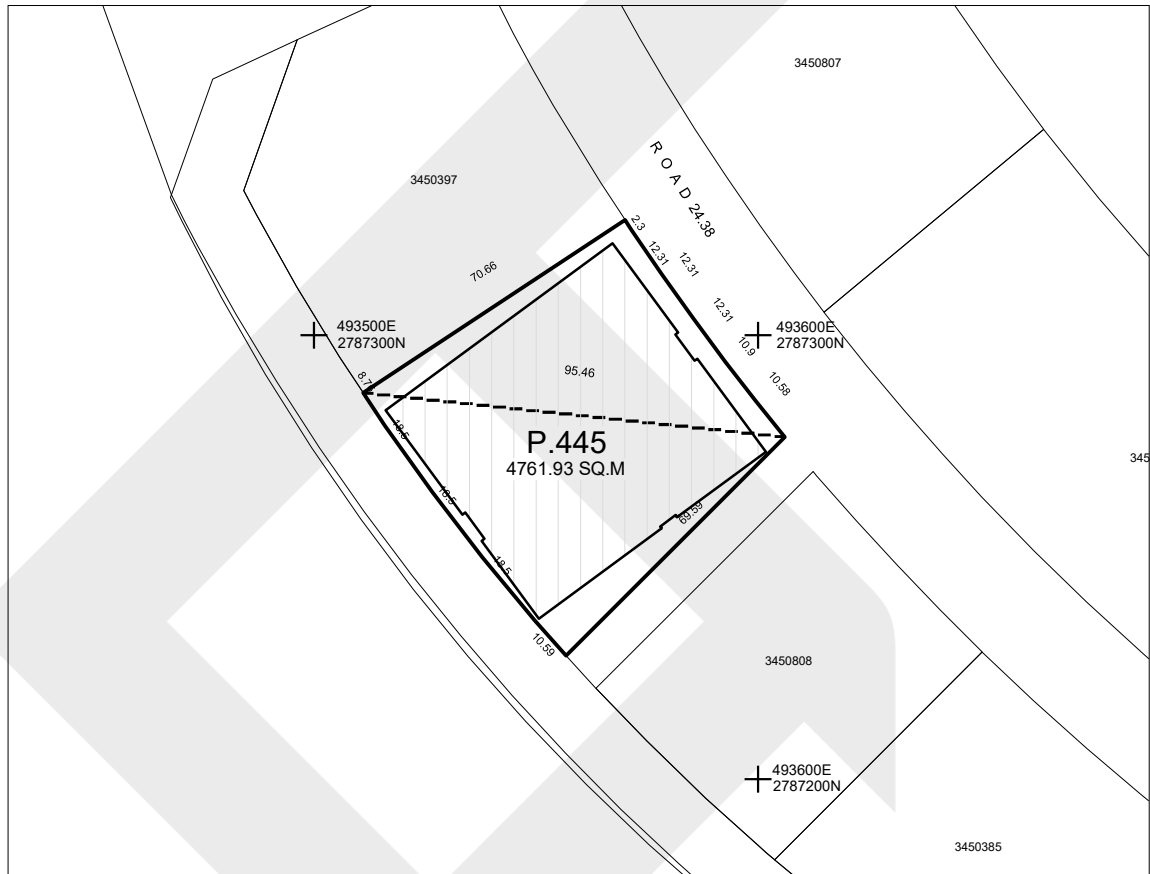
<b>Owner</b>	means the owner of a Unit including an owner whose title Registration is pending with respect to any Unit;
<b>Permitted Use</b>	means the occupancy of the Unit for purposes as indicated in <b>Item 6</b> of the Particulars Schedule. Permitted Use excludes the occupancy of the Unit on a Short Term Basis;
<b>Plot</b>	means the plot specified in item 5 of the Particulars Schedule;
<b>Prescribed Constitution</b>	means the Direction for Association Constitution issued by the Relevant Authority in accordance with Jointly Owned Property Law;
<b>Registration</b>	means registration of the relevant document with the Land Department, " <b>Register</b> " means the process of obtaining Registration and " <b>Registered</b> " means the completion of such Registration process;
<b>Relative Proportions</b>	means the proportions determined by the Building Owners Association by Resolution;
<b>Relevant Authority</b>	means the Government of the Emirate of Dubai or the UAE or any person or entity authorised by, relating to or acting in connection with the Government of the Emirate of Dubai or the UAE having any jurisdiction or authority over the Building, including any ministry, department, municipality, free zone authority, local authority and/or service provider including the Dubai Municipality, Real Estate Regulatory Authority, the Master Developer, the Dubai Land Department, Dubai Electricity and Water Authority, Empower and/or the Utility Suppliers;
<b>Reserve Fund</b>	means the fund established by the Building Owners Association in accordance with the Prescribed Constitution in which the Reserve Fund Contributions are deposited;
<b>Reserve Fund Contribution</b>	means each Owner's proportionate share of the Reserve Fund Expenses calculated on the basis of the Owner's Unit Entitlement;
<b>Reserve Fund Expenses</b>	means expenses of a capital and non-recurrent nature required to pay for the renewal or replacement of any Building Common Areas (and the furnishings and fittings contained thereon) anticipated to be incurred over a ten (10) year period;
<b>Reserve Fund Projection</b>	means a study of the funds required to be collected from the Owners over the ten (10) year period from the date of the Reserve Fund Projection in order to pay for the Reserve Fund Expenses;
<b>Restricted Areas</b>	means those parts of the Building Common Areas that house any of the Building's plant or equipment or have otherwise been designated as Restricted Areas by the Building Owners Association pursuant to <b>clause 15.1(d)</b> ;
<b>Resolution</b>	means a Simple Resolution or Special Resolution;
<b>Schedule</b>	means a schedule to this Declaration;
<b>Service Charges</b>	means the Owner's proportionate share of the Building Common Area Expenses (and any other charges for which that Owner is responsible), determined in accordance with the Entitlement of each Unit (and this expression may include the Owner's contribution towards the Master Community Service Charges, and the Owner's Proportion of the Utility Charges, if not collected separately);

<b>Service Charge Notice</b>	means a notice of Service Charges issued to Owners by the Building Owners Association Manager in accordance with this Declaration;
<b>Service Charge Payment Confirmation</b>	means a written confirmation from the Building Owners Association Manager that the Owner has paid its Service Charges (and all other moneys payable under this Declaration) and is not otherwise in breach of its obligations under this Declaration;
<b>Short Term Basis</b>	means a lease or license period of less than twelve (12) months;
<b>Signage</b>	means any sign, billboard, poster, placard, banner, Façade advertisement or the like;
<b>Simple Resolution</b>	means a simple resolution of the Owners in a General Assembly in accordance with the Jointly Owned Property Law;
<b>Special Service Charge</b>	has the meaning given to such term as set out in clause 69 of the Prescribed Constitution;
<b>Special Resolution</b>	means a special resolution of the Owners in a General Assembly in accordance with the Jointly Owned Property Law;
<b>Supplier</b>	means any consultant, tradesperson, contractor or the like who provides services to the Building Owners Association and/or the Building Owners Association Manager including, without limitation, operational, maintenance, repair and replacement services for the Building Common Areas or provides such services to other Owners and/or Occupiers in respect of a Unit;
<b>Supply Agreement</b>	means an agreement entered into between the Building Owners Association and a Supplier;
<b>Telecommunication Service Infrastructure</b>	means the plant, equipment and systems by which the Telecommunication Services are supplied to the Units and the Building Common Areas;
<b>Telecommunication Services</b>	means internet, telephone and television services provided to the Building (or any part of the Building);
<b>Terrace Area</b>	means any open, enclosed or partially enclosed balcony or terrace area forming part of a Unit;
<b>Total Unit Area</b>	means the sum of the Unit Areas of all Units in the Building;
<b>UAE</b>	means the United Arab Emirates;
<b>Unit</b>	means an individual Unit within the Building (and more particularly depicted and described in the sale and purchase agreement, and a reference to "a Unit" is a reference to all or any of the Units in the Building including the Retail Unit;
<b>Unit Leisure Facilities</b>	means the leisure facilities to be provided to the Owners and their Occupiers which shall include the following: <ul style="list-style-type: none"> <li>a) Landscaped and Garden areas;</li> <li>b) Swimming pool with sun-bathing decks;</li> <li>c) Gymnasium;</li> <li>d) Male and Female shower and changing room.</li> <li>e) Amenities Lounge &amp; Art Gallery.</li> </ul>
<b>Unit Area</b>	means the area of a Unit calculated in accordance with the Jointly Owned Property Law;

<b>Utility Service Infrastructure</b>	means the plant, equipment and systems by which the Utility Services are supplied to the Units and the Building Common Areas including electricity generators, lighting systems, gas systems and equipment, water systems, heating and cooling systems, air conditioning systems, waste storage and treatment facilities, tanks, water pipes, water mains, gas pipes and flues, electrical wiring and conduits, Telecommunication Service Infrastructure and meters for measuring the reticulation or supply of Utility Services;
<b>Utility Services</b>	means the utility services provided to the Units and the Building Common Areas by the Utility Service Providers including potable water, cold water, hot water, irrigation water, grey water, electricity, sewerage and the like;
<b>Utility Supplier</b>	means the Supplier of the Utility Services;
<b>Works</b>	means any fit out works, building works or alterations proposed to be undertaken to a Unit, excluding any alteration, renovation or other works to a Unit relating to initial fit out works undertaken by the Developer or by an Owner as approved by the Developer.

## Schedule 2

### Building Common Area Site Plan



TOTAL LAND COMMON AREA: 230.41 SQ.M  
TOTAL BUILDING COMMON AREA: 17, 625.17 SQ.M

PROJECT NAME	LEVEL	BUILDING COMMON AREA	LAND COMMON AREA
DT1	Basement Level	845.67	
	Ground Level	3,274.76	1,077.54
	Level 1	2,593.97	
	Level 2	2,320.96	
	Level 3	1,643.01	
	Level 4	322.48	
	Level 5	327.02	
	Level 6	335.47	
	Level 7	335.47	
	Level 8	335.47	
	Level 9	327.29	
	Level 10	331.32	
	Level 11	327.04	
	Level 12	327.04	
	Level 13	327.04	
	Level 14	328.80	
	Level 15	331.35	
	Level 16	309.45	
	Roof Level	1,469.04	
	Upper Roof Level	137.90	
	<b>TOTAL</b>	<b>16,550.55</b>	<b>1,077.54</b>

Purchaser's Initials: \_\_\_\_\_

Seller's Initials: \_\_\_\_\_

All drawings and dimensions are approximate. Drawings not to scale and are subject to change without notice. The developer reserves the right to make revisions. The units are measured at typical floor in the building and columns may vary in size depending on the floor level. The furnishings and accessories shown are for representation only. The length and width of the Unit and balcony varies depending on which floor and which orientation the unit is located within the building to comply with the building authority regulations.



## Schedule 2

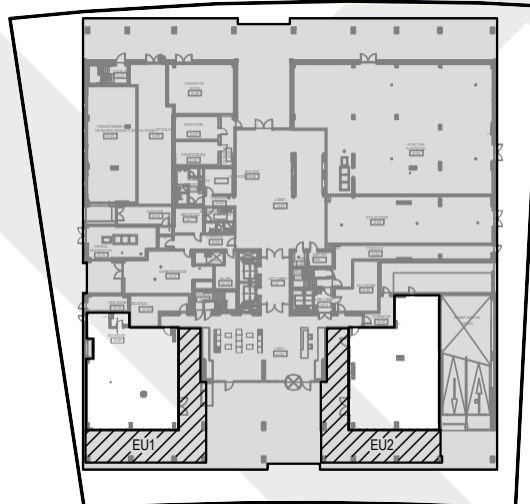
### Building Common Area Site Plan



BASEMENT FLOOR

BUILDING COMMON AREA = 845.67 SQ.M

Exclusive Use Allocations			
EU No.	Allocated Unit	Use	Area sqm
EU1	R01	Outdoor Dining	126.51
EU2	R02	Outdoor Dining	126.12



GROUND FLOOR

LAND COMMON AREA = 1,077.54 SQ.M  
BUILDING COMMON AREA = 3,274.76 SQ.M

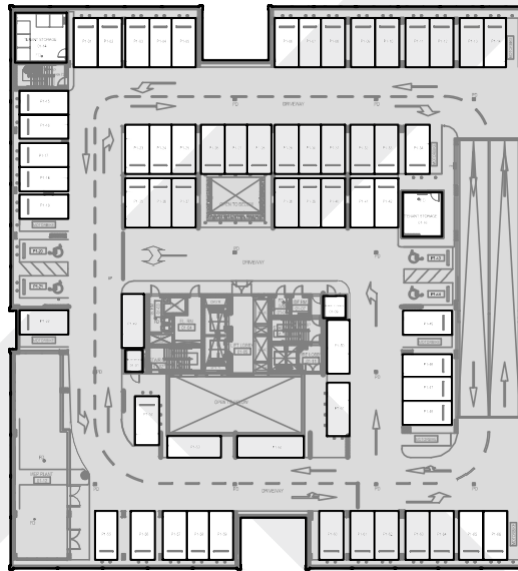
Purchaser's Initials: \_\_\_\_\_

Seller's Initials: \_\_\_\_\_

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## Schedule 2

### Building Common Area Site Plan



1ST FLOOR

BUILDING COMMON AREA = 2,593.97 SQ.M



2ND FLOOR

BUILDING COMMON AREA = 2,320.96 SQ.M

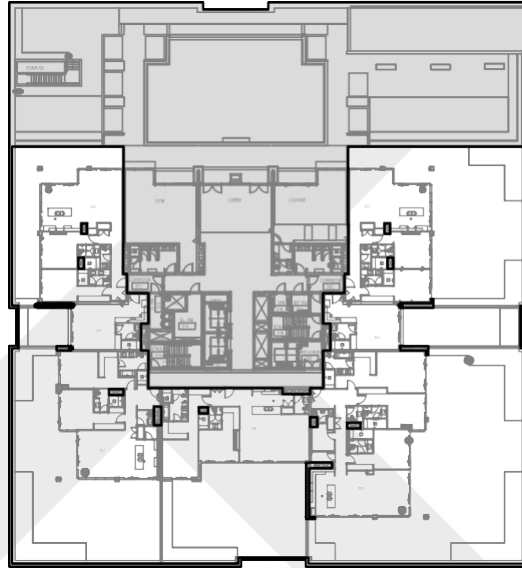
Purchaser's Initials: \_\_\_\_\_

Seller's Initials: \_\_\_\_\_

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## Schedule 2

### Building Common Area Site Plan



3RD FLOOR

BUILDING COMMON AREA = 1,643.01 SQ.M



4TH FLOOR

BUILDING COMMON AREA = 322.48 SQ.M

Purchaser's Initials: \_\_\_\_\_

Seller's Initials: \_\_\_\_\_

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## Schedule 2

### Building Common Area Site Plan



5TH FLOOR

BUILDING COMMON AREA = 327.02 SQ.M



6TH FLOOR

BUILDING COMMON AREA = 335.47 SQ.M

Purchaser's Initials: \_\_\_\_\_

Seller's Initials: \_\_\_\_\_

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## Schedule 2

### Building Common Area Site Plan



7TH FLOOR

BUILDING COMMON AREA = 335.47 SQ.M



8TH FLOOR

BUILDING COMMON AREA = 335.47 SQ.M

Purchaser's Initials: \_\_\_\_\_

Seller's Initials: \_\_\_\_\_

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## Schedule 2

### Building Common Area Site Plan



9TH FLOOR

BUILDING COMMON AREA = 327.29 SQ.M



10TH FLOOR

BUILDING COMMON AREA = 331.32 SQ.M

Purchaser's Initials: \_\_\_\_\_

Seller's Initials: \_\_\_\_\_

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## Schedule 2

### Building Common Area Site Plan



11TH FLOOR

BUILDING COMMON AREA = 327.04 SQ.M



12TH FLOOR

BUILDING COMMON AREA = 327.04 SQ.M

Purchaser's Initials: \_\_\_\_\_

Seller's Initials: \_\_\_\_\_

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## Schedule 2

### Building Common Area Site Plan



13TH FLOOR

BUILDING COMMON AREA = 327.04 SQ.M



14TH FLOOR

BUILDING COMMON AREA = 328.80 SQ.M

Purchaser's Initials: \_\_\_\_\_

Seller's Initials: \_\_\_\_\_

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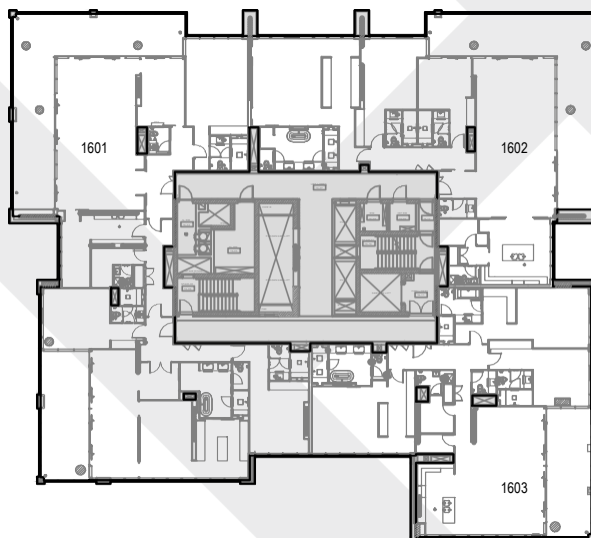
## Schedule 2

### Building Common Area Site Plan



15TH FLOOR

BUILDING COMMON AREA = 331.35 SQ.M



16TH FLOOR

BUILDING COMMON AREA = 309.45 SQ.M

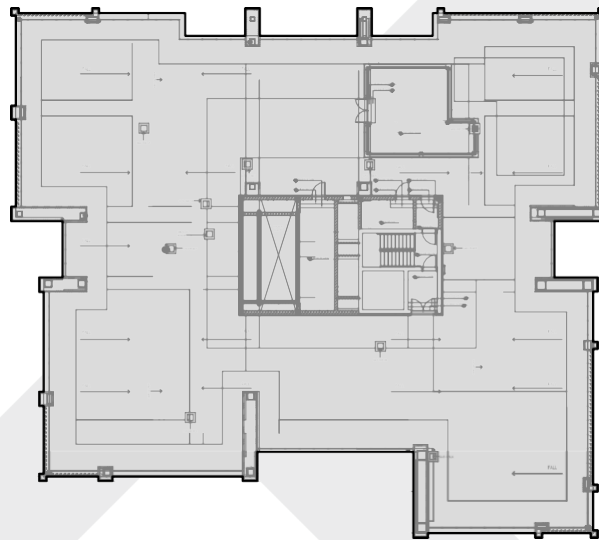
Purchaser's Initials: \_\_\_\_\_

Seller's Initials: \_\_\_\_\_

All drawings and dimensions are approximate. Drawings not to scale and are subject to change without notice. The developer reserves the right to make revisions. The units are measured at typical floor in the building and columns may vary in size depending on the floor level. The furnishings and accessories shown are for representation only. The length and width of the Unit and balcony varies depending on which floor and which orientation the unit is located within the building to comply with the building authority regulations.

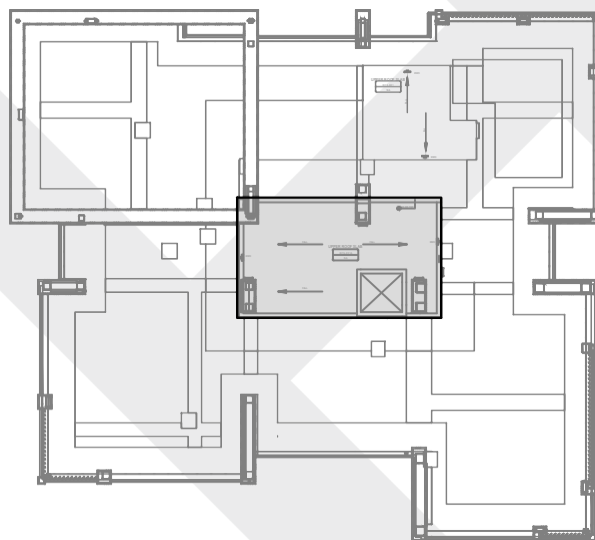
## Schedule 2

### Building Common Area Site Plan



LOWER ROOF

BUILDING COMMON AREA = 1,469.04 SQ.M



UPPER FLOOR

BUILDING COMMON AREA = 137.90 SQ.M

Purchaser's Initials: \_\_\_\_\_

Seller's Initials: \_\_\_\_\_

All drawings and dimensions are approximate. Drawings not to scale and are subject to change without notice. The developer reserves the right to make revisions. The units are measured at typical floor in the building and columns may vary in size depending on the floor level. The furnishings and accessories shown are for representation only. The length and width of the Unit and balcony varies depending on which floor and which orientation the unit is located within the building to comply with the building authority regulations.

### Schedule 3 - Numbering of Units & Entitlements

SI No	Unit No	Floor	Total Area SQ.M	TotalArea SQ.ft	Entitlement
1	R01	G	197.52	2,126.09	1.08
2	R02	G	212.28	2,284.96	1.16
3	301	3	72.46	779.95	0.4
4	302	3	221.04	2,379.25	1.21
5	303	3	354.62	3,817.09	1.94
6	304	3	105.68	1,137.53	0.58
7	305	3	576.11	6,201.19	3.15
8	306	3	317.91	3,421.95	1.74
9	307	3	394	4,240.98	2.15
10	401	4	49.79	535.93	0.27
11	402	4	141.64	1,524.60	0.77
12	403	4	96.39	1,037.53	0.53
13	404	4	92.35	994.05	0.5
14	405	4	96.4	1,037.64	0.53
15	406	4	141.64	1,524.60	0.77
16	407	4	49.79	535.93	0.27
17	408	4	235.08	2,530.38	1.29
18	409	4	159.86	1,720.72	0.87
19	410	4	157.83	1,698.87	0.86
20	501	5	49.79	535.93	0.27
21	502	5	141.64	1,524.60	0.77
22	503	5	96.39	1,037.53	0.53
23	504	5	92.35	994.05	0.5
24	505	5	96.4	1,037.64	0.53
25	506	5	141.64	1,524.60	0.77
26	507	5	49.79	535.93	0.27
27	508	5	235.08	2,530.38	1.29
28	509	5	159.86	1,720.72	0.87
29	510	5	157.83	1,698.87	0.86
30	601	6	49.79	535.93	0.27
31	602	6	141.64	1,524.60	0.77
32	603	6	96.39	1,037.53	0.53
33	604	6	92.35	994.05	0.5
34	605	6	96.4	1,037.64	0.53
35	606	6	141.64	1,524.60	0.77
36	607	6	49.79	535.93	0.27

SI No	Unit No	Floor	Total Area SQ.M	TotalArea SQ.ft	Entitlement
37	608	6	235.08	2,530.38	1.29
38	609	6	159.86	1,720.72	0.87
39	610	6	157.83	1,698.87	0.86
40	701	7	49.79	535.93	0.27
41	702	7	141.64	1,524.60	0.77
42	703	7	96.39	1,037.53	0.53
43	704	7	92.35	994.05	0.5
44	705	7	96.4	1,037.64	0.53
45	706	7	141.64	1,524.60	0.77
46	707	7	49.79	535.93	0.27
47	708	7	235.08	2,530.38	1.29
48	709	7	159.86	1,720.72	0.87
49	710	7	157.83	1,698.87	0.86
50	801	8	49.79	535.93	0.27
51	802	8	141.64	1,524.60	0.77
52	803	8	96.39	1,037.53	0.53
53	804	8	92.35	994.05	0.5
54	805	8	96.4	1,037.64	0.53
55	806	8	141.64	1,524.60	0.77
56	807	8	49.79	535.93	0.27
57	808	8	235.08	2,530.38	1.29
58	809	8	159.86	1,720.72	0.87
59	810	8	157.83	1,698.87	0.86
60	901	9	49.79	535.93	0.27
61	902	9	141.64	1,524.60	0.77
62	903	9	96.39	1,037.53	0.53
63	904	9	92.35	994.05	0.5
64	905	9	96.4	1,037.64	0.53
65	906	9	141.64	1,524.60	0.77
66	907	9	49.79	535.93	0.27
67	908	9	235.1	2,530.38	1.29
68	909	9	159.9	1,720.72	0.87
69	910	9	157.8	1,698.87	0.86
70	1001	10	49.79	535.93	0.27
71	1002	10	141.6	1,524.60	0.77
72	1003	10	96.39	1,037.53	0.53

Purchaser's Initial

Seller's Initial

SI No	Unit No	Floor	Total Area SQ.M	TotalArea SQ.ft	Entitlement
73	1004	10	92.35	994.05	0.5
74	1005	10	96.4	1,037.64	0.53
75	1006	10	141.6	1,524.60	0.77
76	1007	10	49.79	535.93	0.27
77	1008	10	235.1	2,530.38	1.29
78	1009	10	159.9	1,720.72	0.87
79	1010	10	157.8	1,698.87	0.86
80	1101	11	49.79	535.93	0.27
81	1102	11	141.6	1,524.60	0.77
82	1103	11	96.39	1,037.53	0.53
83	1104	11	92.35	994.05	0.5
84	1105	11	96.4	1,037.64	0.53
85	1106	11	141.6	1,524.60	0.77
86	1107	11	49.79	535.93	0.27
87	1108	11	235.1	2,530.38	1.29
88	1109	11	159.9	1,720.72	0.87
89	1110	11	157.8	1,698.87	0.86
90	1201	12	49.79	535.93	0.27
91	1202	12	141.6	1,524.60	0.77
92	1203	12	96.39	1,037.53	0.53
93	1204	12	92.35	994.05	0.5
94	1205	12	96.4	1,037.64	0.53
95	1206	12	141.6	1,524.60	0.77
96	1207	12	49.79	535.93	0.27
97	1208	12	235.1	2,530.38	1.29
98	1209	12	159.9	1,720.72	0.87
99	1210	12	157.8	1,698.87	0.86
100	1301	13	49.79	535.93	0.27
101	1302	13	141.6	1,524.60	0.77
102	1303	13	96.39	1,037.53	0.53
103	1304	13	92.35	994.05	0.5
104	1305	13	96.4	1,037.64	0.53
105	1306	13	141.6	1,524.60	0.77
106	1307	13	49.79	535.93	0.27
107	1308	13	235.1	2,530.38	1.29
108	1309	13	159.9	1,720.72	0.87

SI No	Unit No	Floor	Total Area SQ.M	TotalArea SQ.ft	Entitlement
109	1310	13	157.8	1,698.87	0.86
110	1401	14	49.79	535.93	0.27
111	1402	14	141.6	1,524.60	0.77
112	1403	14	96.39	1,037.53	0.53
113	1404	14	92.35	994.05	0.5
114	1405	14	96.4	1,037.64	0.53
115	1406	14	141.6	1,524.60	0.77
116	1407	14	49.79	535.93	0.27
117	1408	14	235.1	2,530.38	1.29
118	1409	14	159.9	1,720.72	0.87
119	1410	14	157.8	1,698.87	0.86
120	1501	15	49.79	535.93	0.27
121	1502	15	141.6	1,524.60	0.77
122	1503	15	96.39	1,037.53	0.53
123	1504	15	92.35	994.05	0.5
124	1505	15	96.4	1,037.64	0.53
125	1506	15	141.6	1,524.60	0.77
126	1507	15	49.79	535.93	0.27
127	1508	15	235.1	2,530.38	1.29
128	1509	15	159.9	1,720.72	0.87
129	1510	15	157.8	1,698.87	0.86
130	1601	16	524.2	5,642.87	2.87
131	1602	16	367	3,950.57	2.01
132	1603	16	302	3,250.59	1.65

Purchaser's Initial

Seller's Initial



#### Schedule 4 Utilities

Utility	Utility Services provider	Description
<b>Potable, Gray, Cold, Cold and Hot</b>	<b>DEWA</b>	Respective meter connection and consumption charges including deposits if any shall be paid by the Owners.
<b>Electricity</b>	<b>DEWA</b>	Respective meter connection and consumption charges including deposits if any shall be paid by the Owners.
<b>Chilled Water</b>	<b>District Cooling Plant/ Master Developer</b>	Respective meter connection and consumption charges including deposits if any shall be paid by the Owners.
<b>Telecommunications</b>	<b>Du/Etisalat</b>	Respective meter connection and consumption charges including deposits if any shall be paid by the Owners.
<b>Sewerage</b>	<b>Dubai Municipality</b>	Respective meter connection and consumption charges including deposits if any shall be paid by the Owners.
<b>Gas</b>	<b>Master Developer appointee/ nominee</b>	Respective meter connection and consumption charges including deposits if any shall be paid by the Owners.

## **Schedule 5**

### **Architectural Code**

#### **1 Overview**

##### **1.1 Purpose of this Architectural Code**

The purpose of this Architectural Code is to control the external appearance of the Building by governing any Works to be undertaken within the Building in order to:

- (i) preserve the design integrity and architectural quality of the Building;
- (ii) recognise the different needs of the Owners while having proper regard to the common interest of all the Owners as a whole;
- (iii) maintain the high aesthetic standards that make the Building an attractive and desirable place to reside; and
- (iv) to uphold property values for the Owners.

##### **1.2 What does this Architectural Code Regulate?**

This Architectural Code regulates all Works to be undertaken to the Building.

##### **1.3 Who must comply with this Architectural Code?**

The Building Owners Association and all Owners (and other parties bound by the Declaration) must comply with this Architectural Code.

##### **1.4 Can this Architectural Code be varied?**

The Building Owners Association (with the approval of the Developer) may vary the provisions contained in this Architectural Code as it considers to be in the best interest of the Building from time to time in accordance with the Declaration. The Building Owners Association shall notify the Owners of any variation to this Architectural Code as soon as practicable after such variation.

##### **1.5 Disputes**

The dispute resolution provisions contained in **clause 29.1** of the Declaration apply to any dispute as to the interpretation or application of this Architectural Code and to any dispute with respect to the granting or refusal of any consent under this Architectural Code.

##### **1.6 Definitions and Interpretation**

Except where the context otherwise requires, the definitions and rules of interpretation contained in the Declaration, of which this Architectural Code forms part, apply to this Architectural Code.

#### **2 Architectural Standards**

##### **2.1 Alterations to Unit's Appearance**

An Owner must not, except as otherwise provided in the Declaration, carry out any Works to any building, structure, external area or Façade which changes the external appearance of its Unit from that Approved by the Building Owners Association and the Developer (and

the Relevant Authorities) as at the time of construction, including any changes to or the erection of:

- (i) the colour of any surface;
- (ii) the type or quality of the materials used (unless such materials are of a higher quality);
- (iii) the reflective nature of any surface;
- (iv) the soundproofing qualities of any materials or surface;
- (v) any sunscreen or sun shading device (including the erection of any awning, pergola, pagoda or the like);
- (vi) the nature of any hard surface, paving or walkway;
- (vii) the nature of any landscaping;
- (viii) any satellite dishes, aerials, electronic devices, external stereo equipment (including external speakers and wiring); and/or
- (ix) the external lighting and/or security devices.

### **3 Building Standards**

**3.1** In addition to complying with this Architectural Code at all times, an Owner must ensure that all Works undertaken to its Unit:

- (i) are in compliance with the remaining provisions of this Declaration and all Applicable Laws;
- (ii) are undertaken by reputable, qualified and licensed professional Suppliers experienced in undertaking such Works Approved by the Building Owners Association and the Developer;
- (iii) are undertaken in a proper, workmanlike and timely manner;
- (iv) are undertaken promptly and in a manner in which the least inconvenience or nuisance is caused to other Owners;
- (v) involves the use of only high quality (and, where possible, new) materials fit for their purpose; and
- (vi) are undertaken only after all necessary certifications have been obtained (including any engineer's certification and the like) to ensure that such Works do not impact on the structural integrity of the Building Common Areas or any neighbouring building or structures.

**3.2** In undertaking any Works, an Owner must ensure that all debris is regularly removed and its Unit and any Building Common Areas are left clean and tidy at all times during the undertaking of the Works and once the Works are completed.

**3.3** An Owner must not, without the Approval of the Building Owners Association and the Developer, place or store any items or building materials in the Building Common Areas at any time.

**3.4** An Owner must promptly repair any damage caused to any Building Common Areas during or as a result of its Works in accordance with the directions of the Building Owners

Association and the Developer.

**3.5** An Owner must at all times follow the directions of the Building Owners Association when undertaking Works or delivering items or materials over the Building Common Areas.

**3.6** The Building Owners Association and the Developer may from time to time issue guidelines setting out certain Approved building standards and materials that may be used when undertaking certain Works.

#### **4 Working Hours**

**4.1** Approved Works shall only be carried out on Business Days between the hours of 9.00 am and 5.00 pm or such other hours Approved by the Building Owners Association and Developer.

**4.2** An Owner may apply to the Building Owners Association and the Developer for Approval to work extended hours provided such extended hours do not disturb other Owners in the Building.

#### **5 Insurance**

An Owner must ensure that all Suppliers who undertake any Works are adequately insured and comply with all Applicable Laws and must provide to the Building Owners Association a copy of the Supplier's insurance policies prior to commencing Works.

#### **6 Approvals**

##### **6.1 Approvals to Works**

(a) Any Owner must not undertake any Works with obtaining the Approval of the Building Owners Association and the Developer.

(b) An Owner must obtain all necessary consents and approvals from any Relevant Authorities before it carries out any Works and must provide to the Building Owners Association and the Developer a copy of such consents and approvals prior to commencing such Works.

##### **6.2 Making an Application for Approval**

(a) Should an Owner desire to undertake any Works to its Unit, it shall submit to the Building Owners Association and the Developer a Building Works Proposal:

- (i) detailing the nature and extent of the Works;
- (ii) attaching plans and specifications of the Works;
- (iii) specifying the estimated time period for the carrying out of the Works; and
- (iv) stating whether any Building Common Areas will be affected.

(b) The Building Owners Association (on behalf of the Developer) shall use all reasonable commercial endeavors to consider the Building Works Proposal and respond to the applicant within twenty (20) Business Days advising whether the Building Works Proposal has been approved.

(c) The Building Owners Association (on behalf of the Developer) may require the applicant to submit further plans or specifications and may appoint consultants to review and make recommendations regarding the Building Works Proposal. All consultants' costs are the responsibility of the applicant.

(d) The Building Owners Association and the Developer may require variations to the Building

Works Proposal submitted by the applicant to ensure that the Works accord with this Architectural Code, including being in keeping with the design, standard and quality of the Building. The applicant may amend the Building Works Proposal and resubmit it to the Building Owners Association and the Developer for approval until such time as the Building Works Proposal is approved by the Building Owners Association and the Developer.

- (e) The Building Owners Association and the Developer may charge the applicant a reasonable fee for assessing the Building Works Proposal, including any expenses incurred by the Building Owners Association and the Developer in such process.
- (f) The Building Owners Association and the Developer may require the applicant to pay a reasonable refundable deposit as security against damages to the Building caused by the Works or transportation of materials through the Building (or otherwise incurred due to a default of the applicant's obligations under this Architectural Code) (the "**Security Deposit**"). The Building Owners Association and the Developer may determine the amount of the Security Deposit based on the nature of the proposed Works and the Owner authorises the Building Owners Association Manager to use the Security Deposit to rectify any damage. The applicant must pay any shortfall promptly on demand. Any balance of the Security Deposit will be refunded to the applicant once the Works are completed and any damage has been rectified to the satisfaction of the Building Owners Association and the Developer.
- (g) Only after Approval by the Building Owners Association and the Developer of the Building Works Proposal, the applicant must, at its own expense, obtain all necessary consents, approvals and licences (including for the avoidance of doubt, any necessary consent from any Relevant Authority) in relation to the Works outlined in the Building Works Proposal (the "**Authority Consent**").
- (h) If the Works contemplated by another Owner have been approved by the Building Owners Association and the Developer, other Owners must not unreasonably refuse to consent to an application to any Relevant Authority made by the Owner and must execute any documentation necessary to evidence such consent.
- (i) The applicant shall not commence any Works until it has provided the Building Owners Association and the Developer a copy of the Authority Consent and details of the Suppliers proposed to be engaged to undertake the Works for Approval of the Building Owners Association and the Developer.
- (j) The applicant shall proceed with the Works strictly in accordance with the Authority Consent, the Building Works Proposal Approved by the Building Owners Association and the Developer and this Architectural Code.
- (k) During and upon completion of the Works by the applicant, the Building Owners Association and the Developer (or its representative) may inspect the Works at any time to ensure that they are being, or have been, undertaken in accordance with this Architectural Code. The applicant must rectify, replace and/or remove any items as notified by the Building Owners Association and the Developer that have been constructed or installed otherwise than in accordance with this Architectural Code as determined by the Building Owners Association and the Developer in their absolute discretion.
- (l) In the event that an Occupier undertakes the Works, the Owner remains liable for the Works and for ensuring that the Works are undertaken by the Occupier in accordance with this Architectural Code.
- (m) The Owner indemnifies and shall keep indemnified the Building Owners Association, the Developer and the other Owners (and their Occupiers) against all actions, proceedings, claims, demands, losses, costs, expenses, damages and liability (including any liability for any injury to any person or any damage to any land or

property) arising directly or indirectly from the undertaking of the Works, including any loss suffered resulting from any defective work undertaken and the entry of any Suppliers into the Building.

### **6.3 Conditional Approvals**

The Building Owners Association and the Developer may make conditions if they approve a Building Works Proposal. These conditions may include:

- (i) a reasonable time frame for the Works to be completed;
- (ii) the hours and days during which the Works must be carried out;
- (iii) the hours and days during which materials may be delivered to the Unit (including the manner and route in which materials must be delivered); and
- (iv) the materials to be used and methods of construction to be adopted.

### **6.4 Standing Approvals**

The Building Owners Association and the Developer may grant an Owner a standing approval to undertake a specified type of Works from time to time without the necessity for seeking further approval from the Building Owners Association and the Developer on each occasion.

### **6.5 Revoking Approval**

The Building Owners Association and the Developer may revoke its approval of Works if an Owner does not comply with conditions of the approval, including any condition that the Works be complete within a specified time frame.

## **7 Failure to Comply with Architectural Code**

Should an Owner fail to comply with the provisions of this Architectural Code, the Building Owners Association and the Developer may:

- (i) take all steps to prevent access to the Building by any Suppliers engaged to undertake unauthorised Works;
- (ii) require the Owner to remove any unauthorised Works and reinstate the Unit;
- (iii) undertake (or authorise or engage any Supplier to undertake) any work necessary to remove any unauthorised Works and reinstate the Unit if not undertaken promptly by the Owner; and
- (iv) recover the cost of any works required to be undertaken from the defaulting Owner.



## **Schedule 6 Building Rules**

### **1 General**

#### **1.1 Introduction**

Building Rules are implemented to maintain harmony and an appropriately high standard of living or occupation for every Owner and Occupier. They ensure that the behaviour of all Owners, Occupiers (and Invitees) is of an acceptable standard for the well-being of other Owners and Occupiers in the Building. All Owners and Occupiers must be familiar with and abide by the Building Rules at all times and must ensure that their Invitees abide by the Building Rules.

#### **1.2 Definitions and Interpretation**

Except where the context otherwise requires, references in these Building Rules to:

- (i) the "Building Owners Association" includes a reference to the Building Owners Association Manager;
- (ii) the "Owner" includes a reference to an Owner's Occupiers and Invitees;
- (iii) "Declaration" is a reference to the Jointly Owned Property Declaration of which these Building Rules form part;
- (iv) all other capitalised terms have the meanings defined in the Declaration.

In all other respects, except where the context otherwise requires, the rules of interpretation contained in the Declaration apply to these Building Rules.

#### **1.3 Permitted Use**

An Owner must ensure that its Unit is used strictly for its Permitted Use in accordance with the Declaration and approved by the Developer and the Relevant Authorities.

#### **1.4 Insurance**

Owners must obtain and maintain insurance as required by the Declaration and shall provide a copy of such insurance policies if and when requested by the Building Owners Association from time to time.

#### **1.5 Obligation to Maintain Unit**

- (i) An Owner must maintain, repair and keep the whole of its Unit in good and substantial repair, working order and condition in accordance with the Declaration (including all doors, windows, machinery, plant, equipment, fixtures and fittings which may be installed in its Unit) to a standard equivalent to or greater than the standard of the remainder of the Building at all times.
- (ii) An Owner must, without affecting the generality of above, at the Owner's expense:
  - (i) cause its Unit (including all interior glass in the Unit and all exterior glass that is readily accessible from within the Unit) to be cleaned and kept free of dirt and rubbish and of vermin, rodents, insects, pests on a regular basis in a proper and workmanlike manner and to a standard at least equivalent to the cleaning of the remainder of the Building;
  - (ii) keep clean and maintain in good order, repair and condition all fittings, plant,

furnishings and equipment in its Unit and in particular shall have a maintenance contract for the quarterly service of the fire extinguishers, air conditioning ducts, fan coil units, smoke and heat detectors from a Supplier Approved by the Building Owners Association on a form of contract Approved by the Building Owners Association;

- (iii) immediately repair all broken glass (excluding exterior windows which shall be repaired by the Building Owners Association at the Owner's cost) with glass of the same or similar quality and all damaged or broken lighting, electrical equipment (including light globes and fluorescent tubes) and plumbing installed upon its Unit; and
- (iv) not use the lavatories, sinks and drainage and other plumbing facilities in its Unit (and any Building Common Areas) for any purpose other than those for which they were intended and not deposit or permit to be deposited in such facilities any sweepings, rubbish or other matter that could cause blockage to the sewerage or drainage system. Any damage caused to such facilities by the misuse of the Owner shall be made good immediately by the Owner upon notification of the same.
- (iii) An Owner must not undertake any alteration, renovation or other works to its Unit without the prior Approval of the Building Owners Association in accordance with the Architectural Code, provided that this Building Rule shall not apply to any alteration, renovation or other works to a Unit undertaken by the Developer or relating to initial fit out works undertaken by an Owner as approved by the Developer.
- (iv) Any alteration, renovation or other works to a Unit by an Owner that has been Approved by the Building Owners Association must be undertaken in accordance with the Architectural Code (including the Authority Consent as defined in the Architectural Code) provided that this Building Rule shall not apply to any alteration, renovation or other works to a Unit undertaken by the Developer.

## **1.6 Behaviour of Owners**

- (i) An Owner must not create any noise in its Unit (or in any Building Common Areas) likely to interfere with the peaceful enjoyment of other Owners in the Building or any person lawfully using the Building.
- (ii) An Owner must not carry out any nuisance, obnoxious or offensive activities in its Unit (or in any Building Common Areas), nor shall they do or allow to be done or maintained on any part of the Building any activity which may be or may become an annoyance or nuisance to other Owners in the Building or any person lawfully using the Building. Examples of nuisance activities include creating odours, smoke and obstruction of views.
- (iii) An Owner must not use any electronic equipment including any television or loudspeakers or other noise generating equipment that can be heard from outside its Unit at an unacceptable level, as determined by the Building Owners Association in its absolute discretion.
- (iv) An Owner must be adequately clothed when in the Building Common Areas and must not use language or behave in a manner likely to cause offence or embarrassment to other Owners in the Building.
- (v) An Owner must not behave in a manner likely to interfere with the peaceful enjoyment of any other Owner or any person lawfully using the Building.
- (vi) An Owner must treat all staff members in a cordial manner. Verbal and/or physical

abuse will not be tolerated and will be treated as a serious violation of these Building Rules. Complaints regarding the mistreatment of employees and/or Suppliers should be presented in writing to the Building Owners Association Manager.

- (vii) If an Owner fails to carry out repairs or maintain its Unit (and any Building Common Areas) as required by these Building Rules and this failure is causing, or could cause, harm to the other Units (or any Building Common Areas), or a person, the Owner must allow a representative of the Building Owners Association, or any of its contractors, sub-contractors, workmen or any other person authorised, the right of access to its Unit (and any Building Common Areas) for the purpose of carrying out works or effecting repairs, after receiving reasonable notice from the Building Owners Association Manager.
- (viii) An Owner must not exceed the loading capacity of the floor of its Unit or bring any heavy article into its Unit so as to exceed the loading capacity of its Unit.
- (ix) No private parties are allowed in the Building Common Areas or the Unit Leisure Facilities without the Approval of the Building Owners Association Manager.

#### **1.7 Appearance of Unit**

- (i) An Owner must not, without the Approval of the Building Owners Association, maintain within its Unit any item or furnishing that when viewed from outside its Unit is not in keeping with the rest of the Building.
- (ii) An Owner must not, except with the Approval of the Building Owners Association, hang any washing, towels, bedding, clothing or other article on any part of its Unit (or in any Building Common Areas) in such a way as to be visible from outside its Unit.
- (iii) An Owner must not hang or place any pots or other items on top of any wall or railing and each Owner must ensure water is captured from potted plants placed within its Unit.
- (iv) An Owner must not install any television aerials or satellite dishes to the exterior of its Unit and if the Owner fails to comply with this **Building Rule 1.7(iv)**, the Building Owners Association shall give the Owner seven (7) days' notice in writing to remove such television aerials or satellite dishes and should the Owner fail to do so, the Building Owners Association will be entitled to remove these at the cost of the Owner and shall not be made liable for any losses or damages due to the Owner's breach.

#### **1.8 Security**

- (i) An Owner must use all reasonable endeavours to keep its Unit secure from theft or robbery at all times including ensuring that all doors, windows and openings are closed and securely locked when its Unit is not occupied. An Owner expressly authorises the Building Owners Association and the Building Owners Association Manager to enter and secure its Unit at the Owner's cost if it's Unit is left unsecured and unoccupied.
- (ii) An Owner must strictly comply with all rules and directions of the Building Owners Association with respect to any security procedures implemented from time to time by the Building Owners Association, including emergency evacuation drills and procedures which may be carried without prior notice during the standard commercial business hours. An Owner must comply strictly with all fire, safety and health regulations as prescribed from time to time by the Building Owners

Association and all Relevant Authorities.

- (iii) An Owner must provide the Building Owners Association and the Building Owners Association Manager with a list of key holders and their contact details together with details of emergency contact numbers and private addresses for the Owner. An Owner must notify the Building Owners Association and the Building Owners Association Manager of any change in key holder's information, whether permanent or temporary.

#### **1.9 No Smoking**

- (i) An Owner may only smoke in the open external Building Common Areas designated as "Smoking Areas" (if any), as such areas may be varied and determined by the Building Owners Association or any Relevant Authority from time to time.
- (ii) An Owner must dispose of cigarette butts and any other smoking residue in rubbish receptacles and must not, under any circumstances, depose of any cigarette butts and any other smoking residue on the Building Common Areas or in a manner that gives rise to a risk of fire.
- (iii) The Building Owners Association shall be permitted to change the smoking policy within the Building from time to time in response to changes in the Applicable Law or market practices.

#### **1.10 Preservation of Fire Safety**

An Owner must not do anything in its Unit (or in any Building Common Areas) or the Building that is likely to affect the operation of fire safety devices in the Building or to reduce the level of fire safety in the Building.

#### **1.11 Prevention of Hazards**

- (i) An Owner must not do anything in its Unit (or in any Building Common Areas) or the Building that is likely to create a hazard or danger to any other Owner or any person.
- (ii) An Owner must not without the Approval of the Building Owners Association, use or store in its Unit (and any Building Common Areas) any flammable chemical, liquid or gas or other flammable material.
- (iii) An Owner must not have any naked flames within its Unit.
- (iv) **Building Rules 1.11(i), 1.11(ii) and 1.11(iii)** do not apply to chemicals, liquids, gases or other material used or intended to be used for domestic or standard commercial purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
- (v) An Owner must not do or keep in any Unit (or in any Building Common Areas) anything which will increase the rate of insurance payable by the Building Owners Association, or cause such insurance to be cancelled or voided.
- (vi) An Owner must not leave any glass containers within the Building Common Areas.
- (vii) An Owner must not leave any cooking appliance unattended when in use and must only use cooking appliances in the designated kitchen areas.
- (viii) No use of barbecues or cooking equipment of any nature is allowed on any Terrace Areas or in any Building Common Areas save for designated barbecue

areas as shall be determined by the Building Owners Association from time to time.

- (ix) An Owner must not throw any items of any nature whatsoever from the windows and Terrace Areas at any time.
- (x) Hunting, trapping and discharge of firearms and the use of toy guns and air guns ("bibi guns") which can inflict damage on persons or property are expressly prohibited within the Building.
- (xi) Skateboards, roller skates or roller blades are not permitted to be used in or around the Building.
- (xii) Any activities or conditions which endanger the health and/or safety of others are prohibited.

#### **1.12 Cyclists**

- (i) Cyclists may ride bicycles responsibly within the access ways subject to giving pedestrians the right of way.
- (ii) No battery powered toys are allowed in any external Building Common Areas.

#### **1.13 Holiday / Celebration Decorative Lighting**

- (i) A Unit Owner may install temporary holiday or festive lighting within their Unit during Eid and other festive and national holidays. Lighting must not be installed any earlier than ten (10) days before the holiday/celebration, and must be removed within ten (10) days after the holiday/celebration.
- (ii) The lighting must be approved by the Building Owners Association. Flashing decorative lights, or lighting that creates glare visible from outside the Unit, is prohibited. Any lighting installed must not cause interference, nuisance or annoyance to other Owners within the Building.

### **2 Building Common Areas**

#### **2.1 Obstruction of Building Common Areas**

- (i) An Owner must not obstruct the lawful use of the Building Common Areas by any authorised person except with the Approval of the Building Owners Association.
- (ii) An Owner must not in any way cover or obstruct any lights, skylights, windows or other means of illumination of the Building Common Areas.
- (iii) If an Owner fails to comply with this **Building Rule 2.1**, the Building Owners Association is entitled to remove any obstructing items and store such items or dispose of the items at the Owner's sole cost and expense without notice to the Owner.

#### **2.2 Damage to Building Common Areas**

- (i) An Owner must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Building Common Areas without the Approval of the Building Owners Association.
- (ii) An approval given by the Building Owners Association under **Building Rule 2.2 (i)** cannot authorise any additions to the Building Common Areas.
- (iii) This **Building Rule 2.2** does not prevent an Owner or person authorised by an

Owner from installing:

- (i) any locking or other safety device for protection of the Owner's Unit against intruders or to improve safety within the Owner's Unit,
- (ii) any approved screen or other device to prevent entry of animals or insects to its Unit; or
- (iii) any device used to affix decorative items to the surfaces of internal walls in its Unit.
- (iv) Any item installed in accordance with this **Building Rule 2.2** must be installed in a competent and proper manner and must have an appearance consistent with any guidelines established by the Building Owners Association about such installations or, in the absence of such guidelines, be in keeping with the appearance of the rest of the Building.
- (v) An Owner must make good any damage, breakage or defect to the Building Common Areas or any fixtures and fittings to any it's Unit occasioned by want of care, misuse or abuse on the part of the Owner.
- (vi) An Owner must give the Building Owners Association prompt notice in writing of any defect in, or any services to or fittings in need of repair in, the Building Common Areas and of any circumstances likely to be or cause any danger, risk or hazard to the Building Common Areas or any person.

## **2.3 Vandalism**

- (i) Acts of graffiti or vandalism is expressly prohibited within the Building and any Owner responsible for causing such damage to the Building shall be held responsible for the cost of cleaning, repair or replacement resulting from any such prohibited activity. Incidents of graffiti or vandalism may be reported to Dubai Police for further action.
- (ii) The cost of reinstatement of the item or areas that has been damaged shall be directly charged to those Owners found to be causing the graffiti or vandalism. In the event that the individual(s) causing the graffiti or vandalism cannot be found, the costs to reinstate shall be included as a cost that will be recovered by way of Service Charges.

## **2.4 Vehicles**

- (i) No dune buggy, water craft, water craft trailer, truck, recreational vehicle, mobile home, motor home, van or camper shell which is detached from a vehicle shall be parked or driven in any part of the Car Park unless for a temporary period and upon Approval from the Building Owners Association.
- (ii) The operation of dirt bikes, trail bikes, sand buggies, off road vehicles and non-licensed motorised vehicles is not permitted anywhere in the Building.

## **3 Garbage Disposal**

### **3.1 Depositing Garbage and Other Material on the Building Common Areas**

An Owner must not deposit or throw on the Building Common Areas any garbage, dirt, dust or other material or discard any items on the Building Common Areas.

### **3.2 Garbage Disposal**



- (i) An Owner must not accumulate rubbish in, on or around its Unit (or in any Building Common Areas) and shall ensure that all rubbish and refuse is removed from its Unit (and any Building Common Areas) to such locations as determined and notified to the Owner by the Building Owners Association Manager from time to time.
- (ii) An Owner, in relation to the disposal of garbage, waste and recyclable material must:
  - (i) ensure that garbage is securely wrapped;
  - (ii) ensure that tins or other containers are completely drained;
  - (iii) ensure that recyclable material or waste is separated and prepared in accordance with the applicable recycling guidelines, if any; and
  - (iv) comply with the Building Owners Association's requirements for the storage handling and collection of garbage, waste and recyclable material.
- (iii) An Owner must promptly remove or clean up anything which the Owner may have spilled in the area housing the designated shared receptacles for garbage, recyclable material or waste.
- (iv) An Owner must notify the Building Owners Association Manager of any loss of, or damage to, the designated shared receptacles for garbage, recyclable material or waste.
- (v) The Building Owners Association may post signs on the Building Common Areas with instructions on the handling of garbage, recyclable material and waste.
- (vi) This **Building Rule 3.2** does not require an Owner to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any Applicable Law applying to the disposal of such waste.
- (vii) If an Owner fails to remove any garbage, recyclable material or waste strictly in compliance with this **Building Rule 3.2**, the Building Owners Association shall be entitled to enter its Unit and remove the garbage, recyclable material or waste at the Unit Owner's sole cost and expense.
- (viii) An Owner is responsible, at their cost, for the removal of all such material from the Building, other than household waste and garden refuse packed in garbage bags specific to this purpose and removed by the waste removal contractors.
- (ix) An Owner must make separate arrangements, at its own cost, for the proper disposal of large and/or heavy items.

#### **4 Unit Leisure Facilities**

##### **4.1 Operating Hours**

The hours of operation of the Unit Leisure Facilities shall be determined by the Building Owners Association and notified to the Unit Owners from time to time.

##### **4.2 Use of Unit Leisure Facilities**

- (i) A Unit Owner must comply with all rules and directions of the Building Owners Association and the Manager, from time to time, in accordance with Applicable Law and the Declaration and any other rule, direction or resolution pertaining to the

use of the Unit Leisure Facilities.

- (ii) A non-resident Unit Owner is deemed to have assigned its rights to use the Unit Leisure Facilities to its Occupier. For the avoidance of doubt, regardless of the contractual arrangements between a Unit Owner and an Occupier, a non-resident Unit Owner shall not be permitted to use the Unit Leisure Facilities for so long as it is deemed to have assigned its rights to use the Unit Leisure Facilities to an Occupier.
- (iii) All users of the Unit Leisure Facilities do so at their own risk and acknowledge that there is no lifeguard or supervisor on duty outside the operating hours.
- (iv) Any child under the age of twelve (12) years must be accompanied by a responsible adult when using the Unit Leisure Facilities.
- (v) All furniture and equipment located on the Unit Leisure Facilities is owned by the Building Owners Association as part of the Building Common Areas and must not be damaged or removed by a Unit Owner.
- (vi) Unit Owners must be appropriately dressed when using the Unit Leisure Facilities in consideration of other Unit Owners and for hygiene and modesty reasons.
- (vii) Stereo equipment of any type (unless fitted with headphones) is not permitted within the Unit Leisure Facilities.
- (viii) The Building Owners Association reserves the right to exclude any person from using the Unit Leisure Facilities should such person be in breach of the Building Rules relating to the Unit Leisure Facilities.
- (ix) The Building Owners Association reserves the right to update and amend this **Building Rule 4.2** from time to time.

#### **4.3 Invitees to the Unit Leisure Facilities**

- (i) The Unit Leisure Facilities are for the exclusive use of the Unit Owners and their Occupiers.
- (ii) The Unit Leisure Facilities are not available for use by any Invitees of the Unit Owners or their Occupiers and have not been designed to cater for such use.
- (iii) The Building Owners Association may from time to time allow Invitees of the Owners (or their Occupiers) to use the Unit Leisure Facilities during periods of low occupancy of the Building at its discretion.
- (iv) Should the Building Owners Association elect to allow Invitees of the Owners (or their Occupiers) to use the Unit Leisure Facilities during periods of low occupancy of the Building, the Building Owners Association may impose such restriction upon such entry and use including, without limitation:
  - (A) limiting the number of Invitees that Owners (or their Occupiers) may invite;
  - (B) limiting the times and days that Invitees may utilise the Unit Leisure Facilities;
  - (C) limiting the areas and facilities within the Unit Leisure Facilities that are available for use by the Invitees; and
  - (D) charging an access fee on Invitees for the use of the Unit Leisure Facilities.

#### **4.4 Disclaimer**

The Building Owners Association, the Building Owners Association Manager, the Developer shall not be responsible for any injuries, damage or loss sustained by any person when using the Unit Leisure Facilities.

### **5 Building Common Areas**

#### **5.1 Damage to Lawns and Plants on the Building Common Areas**

An Owner must not, without the Approval of the Building Owners Association:

- (i) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the Building Common Areas; or
- (ii) use for its own purposes as a garden any portion of the Building Common Areas.

#### **5.2 Furniture and Equipment on the Building Common Areas**

- (i) All furniture and equipment located on the Building Common Areas has been provided for the safety, comfort and convenience of the Owners and must not be damaged or removed by an Owner without the Approval of the Building Owners Association.
- (ii) An Owner shall be responsible to make good any damage or loss caused by that Owner or its Occupier or Invitee.

#### **5.3 Children Playing on the Building Common Areas**

An Owner must not permit any child of whom the Owner has control:

- (i) to play or remain on the Building Common Areas unless accompanied by a responsible adult exercising effective control;
- (ii) to play or remain in the Car Park or other parts of the Commons Areas which are a possible danger or hazard to children; and
- (iii) to use for ball games, skateboarding or cycling or to deface the walls or floors of the Building Common Areas.

### **6 Deliveries and Removals**

#### **6.1 Movement of Goods**

- (i) An Owner shall be responsible for any damage to the Building Common Areas and equipment caused by the transportation of furniture or other effects.
- (ii) An Owner must ensure that adequate measures are taken to protect the Building Common Areas during any bulk deliveries or removal work.
- (iii) An Owner must ensure that packing and crating materials must be removed from the Building and disposed of in an appropriate manner on the same day that they are brought in and in no circumstances are any packing and crating materials to be left on the Building Common Areas or disposed of using the Building's garbage system.

## **6.2 Timings**

Bulk deliveries and removals should be carried out during the following hours:

Sundays – Thursdays	9.00 am to 5.00 pm
Fridays, Saturdays and Public Holidays	1.00 pm to 5.00 pm

## **6.3 Permission Required**

Owners must obtain the Approval of the Building Owners Association Manager at least forty eight (48) hours in advance for bulk deliveries and removals and must ensure that such deliveries and removals are booked in with the Building Owners Association Manager. Owners acknowledge that the Building Owners Association Manager may deny entry for bulk deliveries and removals if this **Building Rule 6.3** is breached.

## **7 Keeping of Animals**

- (i) Owners must not keep any animal (except fish kept in a secure aquarium) in its Unit at any time.
- (ii) This **Building Rule 7** does not prohibit or restrict the keeping in a Unit of a dog used as a guide or hearing dog.

## **8 Car Park and Access Ways**

### **8.1 Compliance**

- (i) An Owner must comply with all rules and directions of the Building Owners Association Manager in accordance with the Declaration and any other resolution pertaining to the use of the Car Park and the access ways, including all rules and directions with respect to the Owner's use of the Car Park and the accessways.
- (ii) No Owner may park on an access way and any violation may result in the immediate towing or clamping of the vehicle at the vehicle owner's expense.

### **8.2 Speed Limit**

An Owner shall not exceed the speed limit of five kilometers per hour (5 km/h) when driving on the access ways or within the Car Park.

### **8.3 Entry Devices**

- (i) An Owner must do all things necessary to retain and store safely the entry devices and not to lend or part with possession of them in any way except to its nominated Occupiers.
- (ii) In the event that any entry device is lost, stolen or misplaced, the Owner must inform the Building Owners Association Manager and to pay for the costs of producing any replacement entry devices.
- (iii) An Owner shall pay to the Building Owners Association a security deposit for each entry device issued to that Owner, which sum shall be forfeited to the Building Owners Association in the event that an entry device is lost, stolen or misplaced, and such security deposit must be replaced by the Owner upon the reissue of any replacement entry devices to the Owner.
- (iv) The Building Owners Association may replace the entry devices or recode such entry devices at any time that the Building Owners Association determines appropriate and the Owner shall do all things requested by the Building Owners

Association in this regard.

- (v) The Building Owners Association shall retain its own entry devices and the Building Owners Association and any persons authorised by the Building Owners Association may exercise the right to use the entry devices at any time.

#### **8.4 General**

- (i) An Owner must not sound a car horn in the vicinity of the Building except in case of emergency.
- (ii) An Owner must not drop any litter in the Car Park or the access ways and must clear up any spillage of oil or any other substance emitting from their vehicle at its own cost. If an Owner fails to clear up any spillage within twenty four (24) hours of the spill occurring or in the case of emergency, the Building Owners Association Manager may arrange for the spillage to be cleared and recover the cost of doing so from the responsible Owner.
- (iii) An Owner shall not park any bicycle or vehicle on the access ways or within the Car Park including motor cars, motorcycles, scooters, electrically powered mobility devices, trucks, caravans, motor homes, boat, jet-ski or trailers unless such vehicle wholly fits within the Owner's designated Car Parking Spaces.

#### **8.5 Liability**

- (i) The Building Owners Association, the Building Owners Association Manager, the Developer shall not be responsible for any loss, damages or claims arising from use of the Car Park or the accessways.
- (ii) All and any charges incurred by the Building Owners Association for breach of the Building Rules by an Owner in relation to the Car Park shall be charged to the Owner responsible.

#### **9 Enforcement of Building Rules**

- (i) In addition to any other rights under these Building Rules, the Building Owners Association may issue breach notices or penalties in relation to breach of these Building Rules to the extent it sees fit.
- (ii) Unpaid penalties will be added to Service Charges payable by the Owner.

## SCHEDULE 7

### Prescribed Constitution

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## CONSTITUTION

### Issued in accordance with Law No. (27) Of 2007 Concerning Ownership of Jointly Owned Properties in the Emirate of Dubai

#### 1 DEFINITIONS AND GENERAL PROVISIONS

1.1 In this Constitution unless the context otherwise dictates, the following words and expressions shall have the following meanings in this Constitution:

“**AGA**” means an annual General Assembly;

“**Annual Service Charge**” means a charge imposed on an Owner for the costs of, and in connection with, the management, control, administration and maintenance of the Common Areas in accordance with this Constitution and the JOP Law;

“**Assets**” means movable or immovable property, other than real property which is owned by the Owners Association;

“**Association Manager**” means the manager appointed by the General Assembly in accordance with Clause 6.1 of this Constitution;

“**Board**” means the board of the Owners Association constituted in accordance with Clause 3 of this Constitution;

“**Building Rules**” means the management and conduct rules relating to the Project set out in the Declaration, as may be amended, supplemented or varied, from time to time, in accordance with the JOP Law;

“**Code of Conduct for Association Managers**” means the code of conduct for Association Managers stated in Schedule 2 of this Constitution;

“**Code of Conduct for Board Members**” means the code of conduct for Board members stated in Schedule 1 of this Constitution;

“**Common Areas**” has the meaning ascribed to such terms in the Sale and Purchase Agreement;

“**Constitution**” means this Constitution or as otherwise prescribed by, and amended, supplemented or varied in accordance with, the Applicable Laws (including any related directions, decrees, regulations and instructions issued by the Land Department from time to time) or the approval of the Authorities;

“**Declaration**” means the Jointly Owned Property Declaration for the Project substantially in the form attached as may be amended, supplemented or varied, from time to time, in accordance with the JOP Law or the approval of the Authorities;

“**Developer**” means Ellington Properties Development LLC being the entity responsible for the development of the Project and the establishment of the Owners Association;

**“EGA”** means an extraordinary General Assembly;

**“Entitlement”** means, in relation to a Unit or an Owner, the number to be allocated to the Unit that represents the shares of ownership in the Jointly Owned Property of that Unit or Owner;

**“General Assembly”** means a general assembly of Owners convened and held in accordance with this Constitution, and includes an AGA and an EGA;

**“General Fund”** means the general fund established by the Owners Association as more fully described in Clause 8.2 and Clause 8.4 of this Constitution;

**“Interested Person”** means:

- (a) an Owner or Occupier of a Unit;
- (b) a person holding a registered mortgage over a Unit;
- (c) a person who is in an advanced stage of negotiations for purchase of a Unit;
- (d) a person who has entered into an agreement to purchase a Unit and that agreement is still current; or
- (e) if the Unit is in a development that is part of a master development, the master developer of that master development;

**“JOP Law”** means Dubai Law No. (27) of 2007 Concerning Ownership of Jointly Owned Properties in the Emirate of Dubai (as amended), including any related directions, decrees and regulations issued by the Land Department from time to time;

**“Jointly Owned Property”** means the whole or part of the Land, divided into ‘units’ intended for separate ownership and ‘common areas’ intended for common use by all Owners and Occupiers;

**“Land”** means Plot No. 445, located in Burj Khalifa Community, Downtown, Dubai, UAE;

**“Land Department”** means the Dubai Land Department or any other relevant or subsequent authority, as the case may be, having the same or similar powers;

**“Master Community”** means the master community that may be developed, which would include, but not be limited to, the Project and which would be divided into Units and Common Areas generally in accordance with its master community plan and any subsequent amendments thereto, including all and any extensions of the Master Community from time to time;

**“Master Developer”** means the entity which assumes responsibility for the development and/or management of the Master Community from time to time;

**“Occupier”** means any person occupying or visiting the Project, including an Owner’s lessees, tenants, visitors, servants, agents, employees, guests or family members;

**“Owner”** means:

- (a) in the case of Jointly Owned Property that is freehold, the person shown as the owner of the Unit on the Register;
- (b) in the case of Jointly Owned Property that is leasehold, the person shown as the head lessee of the Unit on the Register;
- (c) in the case of Jointly Owned Property that is the subject of usufruct rights, the person shown on the Register as the holder of the usufruct right over the Unit,

and includes the Master Developer, the Developer and any Sub-Developer of the Jointly Owned Property in respect of unsold Units owned by them and the term **“Owner”** shall include his/its heirs, successors-in-title, permitted successors and assignees (as applicable);

**“Owners Association”** means the association of all Owners in the Project constituted in accordance with this Constitution and the JOP Law;

**“Project”** means the residential building to be developed on the Land in the name Eaton Place, which shall be divided into Units and Common Areas in accordance with the JOP Law;

**“Register”** means the real estate register kept by the Land Department for completed properties in which ownership, real estate rights and other information relating to such properties is recorded in accordance with Dubai Law No. (7) of 2006 Concerning Real Property Registration in the Emirate of Dubai (as amended) and the Applicable Laws from time to time;

**“RERA”** means the Real Estate Regulatory Agency of Dubai, UAE;

**“Reserve Fund”** means the reserve fund established by the Owners Association as more fully described in Clause 8.3 and Clause 8.5 of this Constitution;

**“Sale and Purchase Agreement”** means the sale and purchase agreement entered into by the Owner in respect of the Owner’s Unit;

**“Service Charge”** means an Annual Service Charge and/or a Special Service Charge;

**“Simple Resolution”** means a resolution of a General Assembly passed in accordance with Clause 5.9 of this Constitution;

**“Special Resolution”** means a resolution of a General Assembly proposed as such and passed in accordance with Clause 5.10 of this Constitution;

**“Special Service Charge”** means a charge imposed on an Owner in accordance with Clause 8.18 of this Constitution;

**“Supply Agreement”** means an agreement for a term of no more than three (3) years for the supply of goods or services, including Utility Services, to the Owners, the Owners Association or the Developer (as applicable);

**“UAE”** means the Federation of the United Arab Emirates;

**“Unit”** means any property forming part of the Project, including an Owner’s Unit, and which is intended to be sold for independent use and occupation;

**“Utility Charge”** means a fee or charge for the supply of Utility Services; and

**“Utility Services”** means any of the following services: water reticulation or supply (including potable, treated, heated and chilled water), gas reticulation or supply, electricity supply, air conditioning, telephone, computer data or television, sewer system, storm water drainage system, irrigation system, system for removal or disposal of garbage or waste, system for delivery of mail, parcels or goods, and any other system or service designed to enhance the utilities of the Units or the Common Areas.

1.2 The Owners Association shall be known as “Eaton Place Building Owners Association” or such other name as may be approved by the relevant competent authority.

1.3 This Constitution:

- (a) shall not be capable of amendment by an Owners Association; and
- (b) shall bind the Owners Association and Owners, as well as Occupiers and persons having an interest in rem in a Unit (to the extent that this Constitution applies to such Occupiers and persons), as if all those persons had entered into mutual covenants to perform its terms.

## **2 FUNCTIONS AND POWERS OF THE OWNERS ASSOCIATION**

2.1 The functions of the Owners Association are:

- (a) to supervise, manage and control the Common Areas and Assets for the collective benefit of Owners and in ways that promote positive environmental outcomes;
- (b) to ensure that the community, including the Common Areas, are maintained in good condition;
- (c) to integrate waste management, energy and water efficiency policies into the Owners Association’s strategy regarding the Common Areas and Assets;
- (d) to properly repair, maintain, renew and replace the Common Areas and Assets;
- (e) to evenly and fairly enforce the Declaration (including the Building Rules) in respect of the Jointly Owned Property;
- (f) to promote harmony and a sense of belonging among Owners and Occupiers;
- (g) to obtain and maintain any license it requires by law;

- (h) to maintain records and produce statements and other documents as required by this Constitution or the Land Department; and
- (i) to otherwise comply with all laws, decrees, regulations, by-laws, policies and directions by which it is bound.

2.2 The powers of the Owners Association include the power to:

- (a) enter into any Supply Agreements;
- (b) remedy defective building work in relation to Common Areas;
- (c) carry out work required by law and/or this Constitution where the Owner has failed, after reasonable written notice, to carry out that work in accordance with their obligations;
- (d) to recover from the Owner the costs of carrying out work under Clause 2.2(c);
- (e) to enter a Unit upon reasonable written notice to the Owner or Occupier, or without notice in an emergency, to inspect or effect repairs to Common Areas or carry out work under Clause 2.2(c);
- (f) own movable assets;
- (g) sue and take action to enforce monetary claims in its own name;
- (h) effect insurances required by this Constitution;
- (i) to invest surplus funds in any manner approved by RERA; and
- (j) do anything else for the purpose of carrying out its duties and functions under the JOP Law or this Constitution.

2.3 Without prejudice to the provision of Article 9 of the JOP Law, the interest in the Common Areas is owned by the Owners in common in proportion to their respective Entitlements and is not held by the Owners Association.

### **3 OWNERS ASSOCIATION BOARD**

3.1 The Owners Association shall have a Board comprised of not less than five (05) nor more than seven (07) members and three (03) reserve members which is responsible for the conduct of the affairs of the Owners Association, subject only to the limits imposed by this Constitution or a Special Resolution.

3.2 The Board shall be made up of Owners, or their duly authorized representatives, elected at each AGA. No Owner, including the Master Developer, the Developer and any sub-developer, shall be represented on the Board by more than one member.

3.3 No Owner, or their nominee, may stand for election to the Board where any Service Charge is owing and overdue with respect to such Owner's Unit.

- 3.4 Board members shall not be paid for their services.
- 3.5 Board members shall be registered with and approved by RERA through the electronic system approved by the Land Department.
- 3.6 RERA may refuse to register or approve any Board member.
- 3.7 The Board shall be responsible for:
- (a) ensuring that the Owners Association carries out its functions under the JOP Law and this Constitution;
  - (b) setting, in conjunction with the Association Manager, the strategic direction of the Owners Association; and
  - (c) monitoring and directing the performance of the Association Manager.
- 3.8 The Board shall meet regularly or as frequently as is necessary and half of its members shall comprise a quorum for meetings.
- 3.9 The Board shall decide all matters by majority vote.
- 3.10 At least fourteen (14) days' notice in writing of a proposed Board meeting must be given by the Association Manager, or in his absence, by the chairman of the Board, to members of the Board. The notice must include a detailed agenda for the Board meeting. The notice may be shortened or dispensed with if all members of the Board agree in writing.
- 3.11 The Board shall at its first meeting after its election appoint a chairman. The chairman and the members of the Board shall communicate and liaise with the Association Manager.
- 3.12 The Board shall determine its own rules and procedures provided those rules and procedures are:
- (a) not inconsistent with this Constitution, the JOP Law or any directions issued by RERA;
  - (b) set out in writing in Arabic with official translation into English or other languages as required, and notified to Owners; and
  - (c) not to be cancelled by a Simple Resolution.
- 3.13 The Board may meet wholly or partly by electronic means.
- 3.14 Board members must observe the Code of Conduct for Board Members. If a Board member observes the Code of Conduct for Board Members, then he shall not be liable as a consequence of his actions or failures as a Board member.

#### **4 GENERAL ASSEMBLY**

- 4.1 The General Assembly shall consist of all Owners.



- 4.2 The following rules apply to the convening and holding of the first AGA:
- (a) the General Assembly must be held within three (3) months after the Constitution of the Owners Association is proclaimed;
  - (b) if at the time the General Assembly is held:
    - (i) fifty per cent (50%) or more of the Units are owned by persons other than the Developer, the Developer shall have its normal voting rights; or
    - (ii) less than fifty per cent (50%) of the Units are owned by persons other than the Developer, the Developer's voting rights shall be reduced to what they would be if the Developer only owned fifty per cent (50%) of the Units;
  - (c) the Developer shall be responsible for convening the General Assembly and ensuring that it is held; and
  - (d) if the Developer refuses or fails to convene the General Assembly, then it may be convened by any three (03) Owners acting collectively and the costs of convening and holding it shall be paid by the Owners Association and are recoverable from the Developer who refused or failed to act.
- 4.3 The first AGA shall be conducted in accordance with Clause 4.5, adapted as required.
- 4.4 Subject to Clause 4.2, AGAs shall be held annually between the period commencing three (03) months and terminating six (06) months after the date of the end of the financial year of the Owners Association.
- 4.5 At least twenty-one (21) days' notice in writing of a proposed AGA must be given by the Association Manager to all Owners and the notice must:
- (a) contain a detailed agenda, including:
    - (i) an item for confirmation of the minutes of the previous General Assembly;
    - (ii) an item for adoption of the annual report of the Board;
    - (iii) an item for adoption of the annual report of the Association Manager;
    - (iv) an item for acceptance of the annual financial statements;
    - (v) an item for the appointment of an auditor for the next financial year;
    - (vi) an item for adoption of the budget for the next financial year and approval of the Annual Service Charge proposed in that budget;
    - (vii) an item for the election of the Board;

- (viii) items required by the Board;
  - (ix) an item requested by an Owner (in writing) to be included on the agenda; and
  - (x) an item of any motions proposed to be passed by the General Assembly by way of a Special Resolution; and
- (b) be accompanied by the following:
- (i) a copy of the minutes to be confirmed;
  - (ii) a copy of the annual report of the Board;
  - (iii) a copy of the annual report of the Association Manager;
  - (iv) a copy of the annual financial statements;
  - (v) a copy of the proposed budget, including the proposed Service Charge, with a copy of a document explaining the service;
  - (vi) a copy of any other documents reasonably required for the General Assembly to consider the various agenda items; and
  - (vii) a proxy form.

4.6 EGAs may be convened by the Association Manager:

- (a) at the direction of the Board; or
- (b) upon receipt of a petition from Owners of not less than twenty five per cent (25%) of the Units.

4.7 At least twenty-one (21) days' notice in writing of a proposed EGA must be given by the Association Manager to all Owners and the notice must:

- (a) include a detailed agenda, including:
  - (i) an item for confirmation of the minutes of the previous EGA;
  - (ii) any item requested in the petition (if any) for the meeting;
  - (iii) items required by the Board;
  - (iv) an item requested by an Owner (in writing) to be included on the agenda; and
  - (v) the wording of any motions proposed to be passed by Special Resolution; and
- (b) be accompanied by the following:
  - (i) a copy of the minutes to be confirmed;

- (ii) a copy of any other documents reasonably required for the General Assembly to consider the various agenda items; and
  - (iii) a proxy form.
- 4.8 A notice of a General Assembly may be accompanied by a voting paper in the form approved by RERA on which an Owner may cast a written vote on the motions appearing on that paper. If a voting paper accompanies a notice of a General Assembly, then that voting paper must contain all the motions to be considered at the General Assembly.
- 4.9 A notice of a General Assembly that is accompanied by a voting paper may also be accompanied by a link to a web site that accesses an electronic voting system approved by RERA and an Owner may cast a vote on the motions on that voting paper using the electronic voting system.
- 5 VOTING AT A GENERAL ASSEMBLY**
- 5.1 Each Owner shall have one vote in respect of each Unit they own.
- 5.2 Where a Unit is owned by more than one person:
  - (a) if a voting paper accompanied the notice of General Assembly, they may vote using the voting paper signed by all of them;
  - (b) if both a voting paper and a link to a web based electronic voting system accompanied the notice of General Assembly, they may register to vote and then vote using the electronic voting system; or
  - (c) they shall decide amongst themselves who shall exercise their vote and such vote must be exercised by proxy.
- 5.3 Where a Unit is owned by a company:
  - (a) if a voting paper accompanied the notice of General Assembly, the company may vote by completing and signing the voting paper under its seal or stamp;
  - (b) if both a voting paper and a link to a web based electronic voting system accompanied the notice of General Assembly, the company may register to vote, provided voting is made by the duly authorized person using the electronic voting system; or
  - (c) the vote must be exercised by a proxy appointed by the company.
- 5.4 Where an Owner is deceased the vote may be exercised in the normal way by their legal representative, provided such legal representative has the required legal documents to prove their capacity as such.
- 5.5 A proxy must be in the form approved by RERA, properly completed and received by the Owners Association twenty four (24) hours before the scheduled time of commencement of the General Assembly.

- 5.6 A proxy expires one (01) year after the date on which it was given.
- 5.7 No one person may exercise multiple proxy votes where the number of Units represented by the proxies is greater in number than ten percent (10%) of the total number of Units in the Jointly Owned Property.
- 5.8 If Service Charges are owing and overdue with respect to a Unit, no vote may be cast in respect of that Unit at a General Assembly.
- 5.9 Voting on motions at a General Assembly, other than motions for a Special Resolution, shall be decided by simple majority of those present and entitled to vote and voting on a show of hands. However, any Owner (including a proxy) may, before or after a vote is taken, request a poll, in which event the motion shall be decided by simple majority of the value of all the votes cast on the motion. The value of a vote is equivalent to the Entitlement of the Unit.
- 5.10 For a motion for a Special Resolution at a General Assembly to be approved, it must be passed by Owners holding together two-thirds of all Entitlements in the Jointly Owned Property.
- 5.11 If an Owner has voted on a motion using:
- (a) a voting paper in the approved form, completed and submitted in accordance with the instructions on that form; or
  - (b) an electronic voting system in accordance with the instructions for use of that system, then that vote shall be counted, on both a show of hands or a poll, as if it had been cast in person at the meeting.
- 5.12 Except for the request to pass a Special Resolution, a quorum for deciding a motion at a General Assembly shall be made up by Owners present personally by voting paper, by electronic vote or by proxy whose Entitlements together comprise fifteen (15%) of the total number of Entitlements in the Declaration. If a quorum for a motion is not present within half an hour of the scheduled commencement time of the General Assembly, then the relevant motion or the General Assembly, as the case may be, shall stand adjourned until the same time and place seven (7) days later. Those persons present personally by voting paper, by electronic vote or by proxy at the adjourned General Assembly shall constitute a quorum for that motion or General Assembly and no further notice of the adjournment need be given.
- 5.13 RERA may approve other ways in which a General Assembly may meet.

## **6 ASSOCIATION MANAGER**

- 6.1 The General Assembly shall appoint an Association Manager who:
- (a) may be:
    - (i) an Owner who is a natural person engaged in a voluntary capacity; or
    - (ii) a company licensed and registered by RERA and engaged professionally on a contract; and

- (b) must, in either case, meet such licensing or registration conditions as set out by RERA.

6.2 The Association Manager shall be responsible for:

- (a) working with the Board to develop strategies for management of the Common Areas, including the creation of a sense of community within the community;
- (b) implementing strategies, programmes and plans set by the Board;
- (c) negotiating, supervising and recommending the entry into of contracts, including Supply Agreements such as but not limited to security, cleaning, maintenance of Common Areas, and landscaping on behalf of the Owners Association, and presenting recommendations to the Owners Association;
- (d) supervising the performance of contractors and suppliers to the Owners Association;
- (e) supervising defect repairs and warranty claims in relation to the Common Areas;
- (f) preparing annual budgets based on information provided by contractors and suppliers to the Owners Association;
- (g) issuing service charge notices and collecting service charge payments for the Owners Association in the account specified for that purpose;
- (h) every and all technical and management matters and financial reports related to Common Areas services;
- (i) communicating and considering the complaints and requests of Owners in relation to Common Areas and dealing with the same;
- (j) coordinating insurances and dealing with insurance claims in relation to Common Areas;
- (k) coordinating and attending Board meetings, Board committee meetings and meetings of the General Assembly;
- (l) preparing minutes of meetings of the Board, Board committees and the General Assembly;
- (m) responsibility for Owner Association correspondence and electronic communications;
- (n) keeping the books and records required to be kept by law;
- (o) attending to day to day operational matters on behalf of the Owners Association;
- (p) following up on behalf of the Owner's Association for all legal matters;

- (q) implementing the decisions of the General Assembly;
  - (r) representing the Owner's Association in meetings with the governmental and semi-governmental entities; and
  - (s) to submit reports on a regular basis to the Board and General Assembly in respect of the issues related to this Clause 6.2.
- 6.3 The Association Manager shall be liable to, and shall indemnify, the Owners Association for damages resulting from the Association Manager's errors or negligence.
- 6.4 The Association Manager shall be appointed pursuant to a Simple Resolution and shall be delegated the necessary authority by written instrument or contract.
- 6.5 The appointment of, and delegation to, an Association Manager may only be terminated or varied by a Simple Resolution.
- 6.6 The Association Manager must not be appointed for more than a three (3) year term, but may be reappointed at the end of that term or any renewed term.
- 6.7 The Association Manager must observe the Code of Conduct for Association Managers.
- 6.8 The Association Manager may not delegate its powers and responsibilities to another party.

## **7 SUPPLY AGREEMENTS**

- 7.1 The Owners Association must enter into a Supply Agreement with supply companies and entities which are licensed in the Emirate of Dubai.
- 7.2 A Supply Agreement must be in writing and authorized by a Simple Resolution.
- 7.3 A Supply Agreement must not have a term exceeding three (3) years.
- 7.4 Supply Agreements must be made in the name of the Owners Association, and shall be executed by the Association Manager.

## **8 FINANCES**

- 8.1 As soon as practical after the Constitution is proclaimed, the Owners Association must establish:
- (a) the General Fund; and
  - (b) the Reserve Fund.
- 8.2 Income into the General Fund shall comprise:
- (a) the Service Charge imposed on Owners for that fund;
  - (b) the Utility Charge imposed on Owners for Utility Services consumed outside their Units;

- (c) penalties for non-payment of the Service Charge or Utility Charge;
- (d) investment income related to that fund, including without limitation proceeds from utilization of Common Areas for commercial advertising or leasing;
- (e) donations to that fund;
- (f) proceeds of insurance claims; and
- (g) any other income that is not properly payable into the Reserve Fund.

8.3 Income into the Reserve Fund shall comprise:

- (a) the Service Charge levied on Owners for that fund;
- (b) penalties for non-payment of the Service Charge;
- (c) investment income related to that fund; and
- (d) donations to that fund.

8.4 Expenditure from the General Fund shall comprise:

- (a) costs of maintaining the Common Areas and Assets;
- (b) the Utility Charge (including the Utility Charge that is to be passed on to Owners);
- (c) charges payable to the Master Developer, the Developer or a Sub-Developer;
- (d) insurance premiums;
- (e) costs (including capital costs) of reinstating the Common Areas following receipt of the proceeds of an insurance claim;
- (f) costs (including capital costs) of repairing or replacing an Asset following receipt of the proceeds of an insurance claim; and
- (g) other expenditure of a recurrent nature.

8.5 Expenditure from the Reserve Fund shall comprise expenditure of a capital or non-recurrent nature and other expenditure that should reasonably be met from capital.

8.6 Moneys in the Reserve Fund must not be used to pay for expenses that are intended to be met from the General Fund and moneys in the General Fund must not be used to pay for expenses that are intended to be met from the Reserve Fund.

8.7 Moneys in the General Fund and the Reserve Fund must be kept in a bank account in the name of the Owners Association with a bank or other financial institution approved by RERA, which shall decide the conditions and requirements for the operation of the account.



- 8.8 The General Fund and the Reserve Fund must be accounted for and reported on separately, although the moneys to the credit of each fund may be kept in the same bank account.
- 8.9 The first financial year of the Owners Association shall be the year commencing on the date of its establishment and ending on 31st December of the same year. Subsequent financial years shall commence on the first of January and expire on 31 December of the same year. RERA may approve another date on which the financial year for the Owners Association commences.
- 8.10 Each Owner shall pay their contribution to the Service Charge. Such contribution shall be determined pro rata to the Owner's share of the Common Areas.
- 8.11 The Association Manager must prepare and the Board must approve a budget for each financial year and submit that budget, including full details of the proposed Annual Service Charge, for the approval of the AGA. The budget for the General Fund must be for a one (1) year period, while the budget for the Reserve Fund must be based on a study of the costs of renewing and replacing the Common Areas and Assets over a minimum ten (10) year period. Such study must be carried out in accordance with any directions of the Land Department.
- 8.12 The Annual Service Charge is payable every three (3) months, unless the Owner of the Unit decides to pay the Service Charge annually.
- 8.13 Once the budgets and Annual Service Charge have been approved by the AGA (with or without amendment), the Association Manager must raise the Annual Service Charge by serving written notice in the name of the Owners Association on each Owner showing:
- (a) the name of the Owner;
  - (b) the Unit to which the charge relates;
  - (c) details of the total Annual Service Charge approved by the Owners Association;
  - (d) the proportion of the total Annual Service Charge payable by the Owner in respect of each of the General Fund and the Reserve Fund;
  - (e) if the Annual Service Charge is payable by instalments, particulars of each instalment;
  - (f) the amount of any arrears, including penalties applied in respect of those arrears;
  - (g) the date by which the Annual Service Charge, or instalments, are payable; and
  - (h) the amount of any discount that will be allowed if the Annual Service Charge, or instalments, are paid by the due date.
- 8.14 The Utility Charge, including without limitation (water, air conditioning, gas, electricity, telecommunications and sewerage) shall be determined as follows:

- (a) if the Utility Charge relates solely to Common Areas, it must be budgeted for payment from the General Fund and paid from that fund;
  - (b) if the Utility Charge relates solely to Units, it must be recharged against the Owners of the Units to which it relates in the proportions calculated in accordance with the directions of the Land Department;
  - (c) RERA may require the Owners Association to install separate meters for all Units and Common Areas for all Utility Service providers;
  - (d) RERA may require the Utility Service providers to separate the utility fees of the Common Areas from the fees for the Owners. The Utility Service providers shall be required to submit separate invoices directly to the Owners and to the Owners Association for the Jointly Owned Property; and
  - (e) if the Utility Charge relates partly to Common Areas and partly to Units:
    - (i) the Owners Association must, acting reasonably, determine the amount that should be apportioned against usage occasioned by the Common Areas ("**Common Area Proportion**");
    - (ii) the Common Area Proportion must be budgeted for payment from the General Fund and paid from that fund; and
    - (iii) the balance of the Utility Charge, after deduction of the Common Area Proportion, must be charged to the Owners to which it relates in the proportions calculated in accordance with the directions of the Land Department.
- 8.15 If an invoice for a Utility Charge payable by an Owner is included on the written notice raising the Annual Service Charge, or an instalment of an Annual Service Charge, then the amount of the Utility Charge must be shown separately on the notice.
- 8.16 If an Owner fails to pay a Service Charge or a Utility Charge when it becomes due and payable, then the Owners Association may give such Owner a notice of no more than one (01) month to pay, and may impose a penalty for non-payment calculated on a daily basis at the rate of twelve per cent (12%) per annum compounded monthly.
- 8.17 The Owners Association may also claim from an Owner any costs incurred by it to recover outstanding Service Charge or Utility Charge.
- 8.18 The Board may, if circumstances require during the period between two (2) AGAs, impose a Special Service Charge on Owners to cover any expenditure not included in the budget and not reasonably anticipated at the time the budget was approved. Such Special Service Charge must not exceed fifteen per cent (15%) of the Annual Service Charge last collected. The Special Service Charge shall be collected in the same way an Annual Service Charge is collected.
- 8.19 If any moneys are owing by an Owner to the Owners Association in relation to the Service Charge at the time an Owner disposes of their Unit, whether by sale or other disposals transferring or restricting ownership, such Owner shall be liable for those moneys up to the date of such disposal,

and the new Owner shall be liable for the Service Charge as of the date on which such disposal is registered in their name with the Land Department, unless the parties agree otherwise.

8.20 An Owner cannot avoid liability for payment of a validly made Service Charge or any item covered by a validly made Service Charge for any reason including without limitation:

- (a) the non-use of the CommonAreas;
- (b) the non-use of their Unit; or
- (c) any failure or delay on the part of the Owners Association to repair or maintain the CommonAreas.

## **9 INSURANCES**

9.1 The Owners Association must insure in its own name:

- (a) the Common Areas, under a comprehensive insurance policy, against damage or destruction by explosion, fire, lightning, storm, tempest and water for:
  - (i) its full replacement value (as ascertained at least once every three (3) years by a professional valuer); and
  - (ii) the costs incidental to its replacement or reinstatement, including the cost of removal of debris and professional fees on re-building,so that the Common Areas are reinstated to the condition it was in when new;
- (b) its Assets that are capable of being insured;
- (c) against liability for damage to property or bodily injury to any person however arising in relation to the Common Areas;
- (d) against any risk specified in a direction of the Land Department; and
- (e) against any other risk that it considers should be covered by insurance.

9.2 The cost of insurances shall be apportioned among the Owners by means of the Annual Service Charge.

9.3 If the way in which a Unit is being used by an Owner or Occupier has the effect of increasing the premium payable by the Owners Association, then the Owners Association may recover as a debt the amount of increased premium from the Owner concerned.

9.4 An Owner shall be entitled to the benefit of any insurance cover on the Common Areas in respect of any part of their Unit included in that cover, less any excess payable under the policy, and the Owners Association must do everything necessary to deliver that benefit.

9.5 The proceeds of any insurance claim, whether made for the benefit of the Owners Association or an Owner, must be applied towards the reinstatement of the damage that resulted in the claim.

9.6 An Owner or Occupier shall be responsible for insuring their own property or interests to the extent that they are not covered by any insurance affected by the Owners Association.

## **10 RECORDS**

10.1 The Owners Association must keep the following records:

- (a) a minute book for meetings of the Board;
- (b) a minute book for the General Assembly;
- (c) a file for official Government communications;
- (d) a file containing current copies of:
  - (i) this Constitution;
  - (ii) the Declaration;
  - (iii) the Building Rules;
  - (iv) insurance policies;
  - (v) the last annual report of the Board;
  - (vi) the last annual report of the Association Manager; and
  - (vii) the last annual financial statements;
- (e) a file for copies of documents relating to Board meetings and General Assemblies, other than documents required to be kept elsewhere;
- (f) a file for other communications;
- (g) a register of Owners and Occupiers;
- (h) a register of contracts and agreements;
- (i) a register of the annual budget;
- (j) a register of Assets;
- (k) books of financial account; and
- (l) other records specified by the Land Department.

10.2 The Owners Association's records may be kept in paper or electronic form in any way specified by the Land Department.

- 10.3 The Owners Association's records, whether in paper or electronic form, are the property of the Owners Association and must be surrendered to it by the Association Manager or other officer upon request.
- 10.4 Minutes, registers and copies of registered documents must be kept indefinitely. All other records must be kept for at least seven (07) years.
- 10.5 Upon sale of a Unit, the Owner selling must give written note of any change of ownership, countersigned by the purchaser or the purchaser's agent, to the Owners Association stating the:
- (a) Unit number and address;
  - (b) name of the Owner selling;
  - (c) new contact address for the Owner selling;
  - (d) name of the purchaser;
  - (e) registered address of the purchaser;
  - (f) mobile telephone contact number for the purchaser; and
  - (g) registered facsimile number or registered e-mail address of the purchaser.
- 10.6 Upon lease, sub-lease, or grant of further usufruct rights, in relation to a Unit, the Owner must give written notice of the dealing to the Owners Association, countersigned by the other party to the dealing or their agent, stating the:
- (a) Unit number and address;
  - (b) name of the Owner;
  - (c) nature of the dealing;
  - (d) new registered address of the Owner (if it changes);
  - (e) name of the other party to the dealing;
  - (f) registered address of the other party to the dealing;
  - (g) mobile telephone contact number of the other party to the dealing;
  - (h) registered facsimile number or registered e-mail address of the other party to the dealing; and
  - (i) details (including registered facsimile number or registered e-mail address) of any registered broker who will be managing the Unit for the Owner.
- 10.7 An Owner may, upon payment of the specified fee, apply to the Owners Association to inspect its records. Non-Owners may also inspect the records of the Owners Association after obtaining a prior written consent from RERA.

## **11 BUILDING RULES**

- 11.1 The Building Rules must be observed by all Owners and Occupiers.
- 11.2 The Building Rules may be amended, supplemented or varied by Simple Resolution, provided such change is registered in the Register. Any change to the Building Rules must not be in conflict with the JOP Law, any other law, this Constitution or any direction of RERA.

## **12 DISPUTES**

- 12.1 The parties must first attempt to resolve any dispute amicably before taking action under this Clause 12.
- 12.2 Any dispute arising out of this Constitution or any dispute between, on the one hand, any Owner or Occupier and, on the other, the Owners Association shall be referred to RERA, and the parties shall consult and negotiate with each other in good faith under the supervision of RERA to try and reach an amicable resolution to the dispute. Any directions or guidance given by RERA in respect of the dispute shall be binding on the parties. If the parties do not reach an amicable resolution to such dispute and/or RERA does not issue a direction on the dispute within a period of thirty (30) days of the dispute being referred to RERA (unless such period is mutually extended by the parties in writing), then the dispute shall be referred to and finally resolved by the Dubai Courts or by any such other dispute resolution forum or procedure recognised, from time to time, by RERA, the JOP Law and/or any applicable laws.
- 12.3 At no time, including any period during which there is a dispute between the parties, shall an Owner or Occupier stop payment of all or part of the Service Charges.

## **13 GENERAL RULES**

- 13.1 The rules applying to the Owners Association are those contained in this Constitution as may be amended, supplemented or varied in accordance with this Constitution and the JOP Law.
- 13.2 The Owners Association shall have a stamp which it must use to validate all formal written documents. The stamp must be kept securely by the Association Manager and may only be applied in regards to documents that have received the prior approval of the Board or the General Assembly (as the case may be).
- 13.3 The Land Department may specify the means by which the Owners Association may validate electronic documents and communications.
- 13.4 Any notice required by this Constitution to be given by the Owners Association or any other person may be given in paper or electronic form to the relevant registered address, registered facsimile number or registered e-mail address. If given in paper form it must be posted by pre-paid mail or delivered to a registered address. If given by facsimile it is deemed to have been given upon production of a successful transmission report. If given by e-mail it is deemed to have been given twenty four (24) hours after the time recorded as the sent time, unless notification of non-delivery was received within those twenty four (24) hours.

- 13.5 Records must be kept by the Owners Association of when notices were given, as well as facsimile transmission reports and e-mail non-delivery notifications.
- 13.6 A notice can be served on the Owners Association in paper or electronic form. If given in paper form it must be posted by pre-paid mail or delivered to its official address as recorded in the Register. If given by facsimile it must be sent to its official facsimile number as recorded in the Register and is deemed to have been given upon production of a successful transmission report. If given by e-mail it must be sent to its official e-mail address as recorded in the Register and is deemed to have been given twenty four (24) hours after the time recorded as the sent time, unless notification of non-delivery was received within those twenty four (24) hours.
- 13.7 The onus is on the person giving the notice to the Owners Association to prove that it was received.
- 13.8 If the Owners Association is a member of another Owners Association in relation to Jointly Owned Property ("**Higher Association**"), then the Board may appoint a person to represent the Owners Association in relation to the Higher Association and that person shall have the right to vote at a General Assembly of the Higher Association personally, by proxy, by voting paper or electronically. The Owners Association may replace that person from time to time but it must notify the Higher Association of any change.
- 13.9 Owners shall have all the rights of a property owner, including the right to sell, transfer or grant their Units to third parties, subject always to, among other things, being in compliance with the Sale and Purchase Agreement and obtaining any necessary service charge clearance certificates or no objection certificates from the Owners Association.
- 13.10 The Owners Association shall have a lien on every Unit for any unpaid Service Charge, services fees and/or Utility Charge, or any other amounts payable to the Owners Association, and any other obligations levied against the Owner in accordance with the JOP Law or the Constitution. This right survives any transfer of the ownership of the Unit to a new Owner.
- 13.11 RERA may approve forms for use by the Owners Association and give directions regarding the interpretation or application of any provision of this Constitution.



**Schedule 1**  
**Code of Conduct for Board Members**

- 1 Board members must be committed to understanding the role of the Owners Association and the rules by which it operates.
- 2 Board members must act honestly and fairly in performing their duties and must not unfairly or unreasonably disclose information held by the Owners Association, including information about an Owner or Occupier, unless authorized or required by law to do so.
- 3 Board members must act in the best interests of all Owners. Board members must not approve contracts with any entity which the Board member owns, partly owns or is employed by.
- 4 Board members must not:
  - (a) cause a nuisance on the Common Areas; or
  - (b) otherwise behave in any way that unreasonably affects a person's lawful use and enjoyment of a Unit or the Common Areas.
- 5 If a conflict of interest or potential conflict of interest arises at any time, then Board members must, before any debate or vote is taken on the matter to which the conflict relates:
  - (a) disclose that conflict to the Board; and
  - (b) abide by the decision of the Board as to whether they are to be permitted to participate in any debate or vote in respect of the matter.

## **Schedule 2**

### **Code of Conduct for Association Managers**

- 1 An Association Manager must have a sound working knowledge of, and must comply with this Constitution and the JOP Law.
- 2 An Association Manager must:
  - (a) act honestly, fairly and professionally; and
  - (b) exercise reasonable skill, care and diligence in performing their functions.
- 3 An Association Manager must not disclose any confidential information (such as Owners' details, Units' details, matters regarding the Owners Association) or unfairly or unreasonably disclose information held by the Owners Association to a third party, without the consent and written approval from the Owners Association, with exception of any requirement of applicable law.
- 4 Unless it is unlawful to do so, an Association Manager must at all times act in the best interests of the Owners Association and, without limitation, must not favour the interests of a developer or contractor over the interests of the Owners Association.
- 5 An Association Manager must not engage in:
  - (a) fraudulent or misleading conduct; or
  - (b) unconscionable conduct,when performing their functions.
- 6 An Association Manager must not do anything that would have the effect of placing their interests in conflict with the interests of the Owners Association.
- 7 An Association Manager must disclose all relationships in writing to the Owners Association regarding any actual, potential or perceived conflict of interest between the Association Manager and any supplier of goods or services to the Owners Association. The Association Manager shall take all necessary steps to avoid any favouritism or impropriety during the selection process and negotiation of any Supply Agreements.
- 8 An Association Manager must take reasonable steps to ensure that goods and services procured by an Owners Association are procured at the most competitive prices reasonably obtainable.
- 9 An Association Manager must take reasonable steps to ensure that his employees observe this Code of Conduct.