

**Appendix A**  
**WILTON TERRACES 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	WILTON TERRACES
4.	Escrow Account Number/Bank	28154537/ADIB
5.	Description of Land	Freehold Title
		Plot No: 282/ 347-4815
		Title Reference:
7.	<b>EXECUTION:</b>	
<p><b>Declaration and Signature of Developer</b></p> <p>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.</p> <p>Name: .....Stamp: .....</p> <p>Signature: .....</p>		
<b>FOR OFFICIAL USE</b>		
RECEIVING DATE		
SIGNATURE/EMPLOYEE NAME		
REGISTERED NO		
<b>PURCHASER DISCLOSURE</b>		
<p>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.</p>		

## Contents

PART A: COMPULSORY ITEMS	1
1 Preliminary Matters	1
2 Building Owners Committee	1
3 Numbering of Units	1
4 Unit Entitlements	1
5 Staging of Project	1
6 Delivery and Use of Utility Services	1
7 Easements and Covenants	3
8 Water, Waste, Energy and any Environmental Management Conditions	3
9 Rules	4
10 Description of the Structure and Management of the Building	4
PART B: OPTIONAL ITEMS	6
11 Budget and Service Charges	6
12 Restrictions on How a Particular Unit can be Used	6
13 Architectural and Operational Standards	7
14 Unit Leisure Facilities	7
15 Duties and Obligations of the Owners	8
16 Terrace and Balcony Areas	9
17 Signage	10
18 Developer's Name, Signage and Building Name	10
19 Rights of Access	10
20 No Obstruction	11
21 Building Related Insurance Arrangements	11
22 Contents Insurance	11
23 Building Car Parking	11
24 Failure of Owner to Carry out its Obligations	12
25 Other Matters	13
Schedule 1 Interpretation and Definitions	14
Schedule 2 Building Common Areas Site Plan	21
Schedule 3 Numbering of Units and Entitlements	31
Schedule 4 Utilities	38
Schedule 5 Architectural Code	39
Schedule 6 Building Rules	44

## PART A: COMPULSORY ITEMS

### 1 Preliminary Matters

- (a) The Building is a Jointly Owned Property comprised of Units and Building Common Areas.
- (b) 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 as if all those persons had entered into mutual covenants to perform its terms.
- (c) The constitution of the Owners committee is prescribed by the Relevant Authority and may be varied from time to time in accordance with the Jointly Owned Property Law.

### 2 Building Owners Committee

The Building Owners Committee for the Building shall be known as approved by the Relevant Authority at the material time.

### 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 from time to time in accordance with the Jointly Owned Property Law. **Schedule 3** will be varied to record any variation and the Building Manager 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 Manager on behalf of Owners or Owners Committee or Developer 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 may 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 may have with respect to the Unit

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

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

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 Manager 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 a fair and reasonable proportion of the cost of the supply of Chilled Water to the Building as shall be reasonably determined by the Chilled Water Account Manager or Building Manager.

## 6.2 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 Manager (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.

## 6.3 Disconnection of Supply

Subject to all Applicable Laws, Building Manager and/or the Relevant Authority 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.

## 6.4 Gas Supply

The Owners acknowledges and agrees that:

- 6.4.1 the Developer may enter into an agreement at the appropriate time with the Gas Supplier, as directed by the Master Developer 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.
- 6.4.2 Each Unit Owner shall:
  - (a) if required by the Developer 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 Manager a fair and reasonable proportion of the cost of the supply of Gas to the Building;
  - (c) indemnify the Developer on a full indemnity basis against any breach by the Owner or its Occupiers of the Gas Supply Agreement; and
  - (d) to permit the Gas Supplier and/or the Building Manager to enter the Unit in order to periodically read the relevant meter so installed.
- 6.4.3 Any non-payment of the Gas charges by any Owner/Occupier shall result in invoking the provisions of the Applicable law by the Relevant Authorities.

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

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

## 6.5 Other Utility Services

To the extent that the Master Developer, Developer or the Building Manager 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.

## 6.6 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 in the Owners Committee decision for the same.
- (c) An easement, restriction or covenant over the Building Common Areas may only be created, varied or removed if approved by the Building Owners Committee approved by the Relevant Authority.
- (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 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 Manager 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;

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

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

- (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 Manager 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 endeavours 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 Owners Committee.
- (e) The Building Owners Committee 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 Manager 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 Manager 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 Manager at all times.
- (b) The Building Manager must use all reasonable endeavors 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) The Building Manager with the consultation of the Owners Committee from time to time invoke 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. Any variation of 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.

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

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

## 10.2 The Building Manager

As per the provisions of the Applicable Law and the approval of the Relevant Authorities the Building must at all times engage a Building Manager to manage the Building and assist the Building Owners Committee with the performance of its functions. The Building Manager must manage the administrative, secretarial and financial affairs of the Building monitor the performance by Suppliers of their obligations under Supply Agreements.

- (a) The Building Manager shall be an entity approved by the Relevant Authority and 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 Manager 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 Manager must obtain and maintain a copy of the Supplier's current licence at all times.

## 10.4 Exclusion of Liability

To the fullest extent possible under Applicable Laws, the Building 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.

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

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

## **PART B: OPTIONAL ITEMS**

### **11 Budget and Service Charges**

The Budget and Service Charge of the Unit shall be calculated and applied as per the norms of the Relevant Authority by the Building Manager. All payments and any clarifications regarding the same shall be in accordance with the Applicable Laws more particularly the Law No, 06 of 2019. The absorption, maintenance, discharge and default of Service Charge will be in accordance with the provisions of the said Applicable Laws.

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

#### **12.1 Permitted Use**

- 12.1.1 An Owner must ensure that its Unit is used strictly for the Permitted Use only and in accordance with all Applicable Laws.
- 12.1.2 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.
- 12.1.3 No business or commercial activity to which the general public is invited shall be conducted within any Unit or the Building Common Areas without the Approval of the Building Manager.
- 12.1.4 No Owner or Occupier may partition any Unit for the purposes of letting out individual rooms or otherwise.
- 12.1.5 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 Naturalization 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 Owners Committee, the Building Manager, the Developer and other Owners and Occupiers against any loss that may arise from such breach.

#### **12.2 Change of Permitted Use**

- (a) The Permitted Use of a Unit may not be changed without the Approval of the Relevant Authority in consultation with Building Owners Committee and the Developer (and without first obtaining any necessary license for such use from the Relevant Authorities).
- (b) Any consent obtained for the change of the Permitted use shall be subject to such conditions as the 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 Developer arising from such change of use (such as additional Insurance premiums).

#### **12.3 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 Relevant Authority and the Developer.

#### **12.4 Registration of Tenancy Contracts**

All tenancy contracts entered into by Owners in respect of their Unit must be registered with the Relevant Authorities in accordance with Applicable Laws Owners must provide the Building Manager with copies of all such tenancy contracts or renewals to be held by the Building Manager on behalf of the Building. If the Building 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).

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

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

## 12.5 **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.

## 13 **Architectural and Operational Standards**

### 13.1 **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.

### 13.1 **Compliance with the Architectural Code**

- (a) The Architectural Code is binding on all Owners and the Occupiers (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 Manager and the Owners must comply (and must ensure that Suppliers comply) at all times and on time with the Architectural Code.

### 13.2 **Restricted Areas**

- (a) Although designated as Building Common Areas, Owners may not access any Restricted Areas without the Approval of the Building Manager.
- (b) The Building Manager 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 Manager 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.

## 14 **Unit Leisure Facilities**

### 14.1 **Use of the Unit Leisure Facilities**

- (a) The Unit Leisure Facilities form part of the Building Common Areas.
- (b) The Unit Leisure Facilities are available for use by the Unit Owners and their Occupiers only.
- (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 Manager with respect to such rights of use and access.

### 14.2 **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 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.

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

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

- (c) The Building Manager 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 Manager 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 Manager 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 Manager 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.

#### 14.3 **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.

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

#### 15.1 **General Obligations of the Owners**

The Owners must at all times:

- (a) ensure the Building Owners Committee 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 as and when such amounts fall due.

#### 15.2 **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 Manager may exercise any rights against each and any of the Owners or Occupiers in relation to a breach by any of them.

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

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

- (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 Manager with respect to such rights of use and access.

### 15.3 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 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 15.3** a reference to an Owner includes its Occupiers and Invitees.

### 15.4 Maintenance and Repair

- (a) An Owner must at its own cost till Completion:
- (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 15.4**, an Owner must engage only licensed Suppliers Approved by the Relevant Authorities 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.

### 15.5 Maintenance of Building Common Areas

As per the Applicable Law.

### 16 Terrace and Balcony Areas

#### 16.1 Terrace and Balcony 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.

#### 16.2 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 Manager including:

- (a) the erection of any structure;

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

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

- (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.

**16.3 Maintenance of the Terrace and Balcony Areas**

In addition to the obligations contained in **clause 16.3**, an Owner must:

- (a) clean and maintain the surface of the Terrace and balcony Area;
- (b) not penetrate the surface of the Terrace and Balcony Area in any way;
- (c) not attach any item to any surface of the Terrace and Balcony 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 and Balcony Area.

**16.4 Items on the Terrace Balcony Areas**

- (a) An Owner must not, without the Approval of the Relevant Authority, place anything on a Terrace and Balcony 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.

**16.5 No Barbeques on Terrace and Balcony Areas**

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

**17 Signage**

A Unit Owner must not erect any Signage.

**18 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.

**19 Rights of Access**

- (a) Each Owner must allow and irrevocably authorises the Building 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.

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

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

20 **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.

21 **Building Related Insurance Arrangements**

21.1 **Required Insurance**

- (a) The Owners 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/ Owners Committee 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 Manager.

21.2 **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 Owners Committee may seek approval from the Relevant Authority:
  - (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 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 21.2**, then they shall be deemed to be in dispute and **clause 25.1** shall apply.

21.3 **Partial Destruction**

In the event of the Building being partially destroyed or damaged the Building Owners 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 or required by any Relevant Authority.

21.4 **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.

22 **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.

23 **Building Car Parking**

23.1 **Car Parking Allocation**

- (a) The Car Parking Space of each Unit is included in the title to the respective Unit.

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

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

- (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.

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

- (a) The Building Owners Manager retains full and exclusive control, possession and management of the Car Park and no owner has the right to exclude the Building Manager from the Owners' designated Car Parking Spaces at any time.
- (b) The Building Manager 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.

## 23.3 **Use of Car Parking Spaces**

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

## 23.4 **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 Manager 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).

## 23.5 **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.

## 23.6 **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) 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.

## 23.7 **Visitor Car Parking**

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

## 23.8 **Rights of Entry**

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

- (a) to remove or move any vehicle not parked in accordance with the directions including, without limitation, any vehicle not parked wholly within a designated Car Parking Space, without any liability to the Building Owners 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.

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

- (a) Subject to all Applicable Laws and in addition to any other rights the Building Manager may have, if an Owner does not carry out its obligations under this Declaration then the Building Manager 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;

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

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

- (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 Manager in consultation with Owners Committee 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 24(a)**, the Building Manager 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 Manager undertaking any Works in accordance with this **clause 24** shall be a debt payable by the defaulting Owner to the Building Service Charge on demand.

## 25 Other Matters

### 25.1 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 Manager and/or the Owner shall be resolved in accordance with Applicable Laws.

### 25.2 Definitions

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

### 25.3 Interpretation

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

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

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

## 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;

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

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

- (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.

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

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

## 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>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 including the Law No. 06 of 2019;
<b>Approval</b>	means an approval in writing from the Relevant Authority or the Building Manager (or the Building Owners Committee on behalf of the Building Owners), 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 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>Budget</b>	means a budget that is prepared for 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 / Owners Committee</b>	means the association of the Owners or Committee of Owners constituted in accordance with the Applicable Law and the Jointly Owned Property Law;
<b>Building Manager</b>	means the manager recommended by the Developer or the Owners committee and appointed by the Relevant Authority in accordance with the Applicable Law and the Jointly Owned Property Law;
<b>Building Name</b>	name of the Building as may be determined by the Developer from time to time;
<b>Building Rules</b>	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 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;

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

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

<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>Chilled Water</b>	means water supplied to the Building in a chilled state for use in the air-conditioning system of the Building;
<b>Chilled Water Account Manager</b>	means the account manager appointed by the Building Manager or the Developer 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 Repairs</b>	means repairs which are required to remedy any imminent damage which in the reasonable opinion of the Building Manager 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 <b>Schedule 3</b> ;
<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;
<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 by the FM Service Provider as determined by the Developer initially and thereafter by the Building Manager 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 with respect to the provision of FM Services;
<b>FM Service Provider</b>	means the entity appointed as per the Applicable Law to carry out the FM Services;

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

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

<b>Gas</b>	means domestic gas supplied for use in the Unit;
<b>Gas Supplier</b>	means any licensed Gas Supplier ;
<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>Insurance</b>	means the insurance to be effected 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 "Jumeirah Village (Circle)" 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 Nakheel PJSC, 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 1 January and expiring on 31 December every year;
<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;

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

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

<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 residential purposes as an individual or single family. 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>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>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 Dubai Land Department, Dubai Electricity and Water Authority, Empower, the Utility Suppliers and/or the Developer;
<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;
<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 in accordance with this Declaration;
<b>Service Charge Payment Confirmation</b>	means a written confirmation from the Building 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>Supplier</b>	means any consultant, tradesperson, contractor or the like who provides services to the Building 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 Manager 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;

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

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

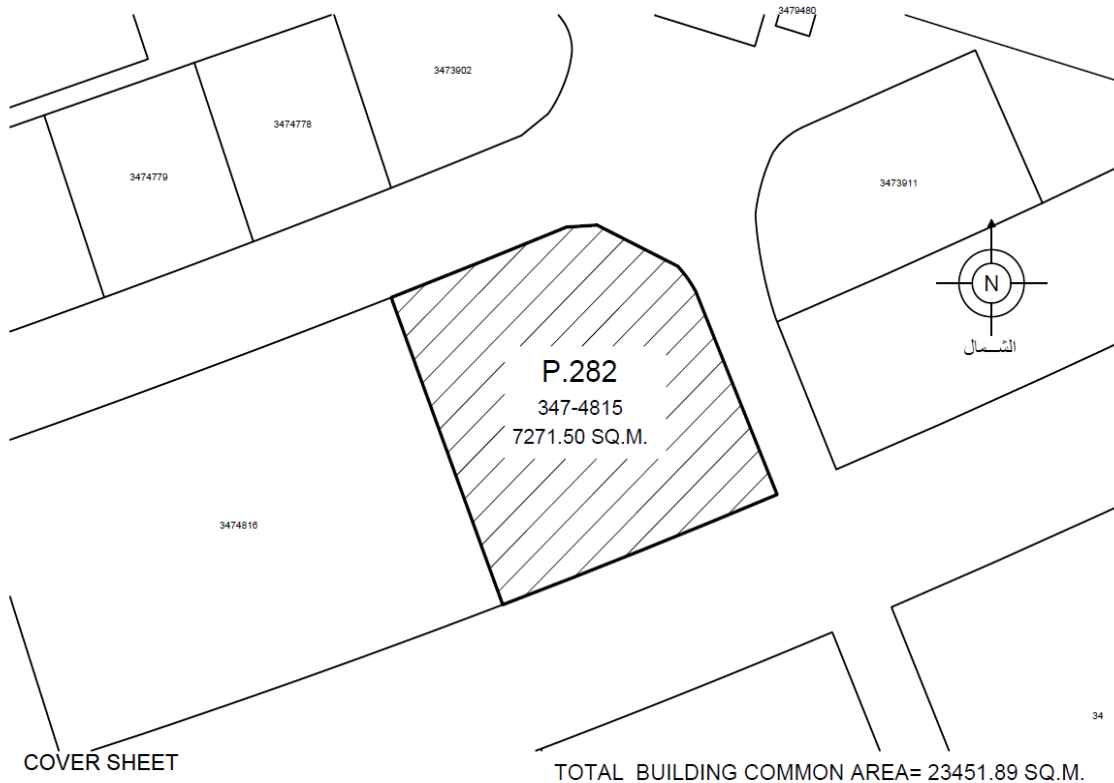
<b>UAE</b>	means the United Arab Emirates;
<b>Unit</b>	means an individual Unit within the Building (and more particularly depicted and described in the sale and purchase agreement, and a reference to “a Unit” is a reference to all or any of the Units in the Building including the Unit;
<b>Unit Leisure Facilities</b>	means the leisure facilities to be provided to the Owners and their Occupiers which are detailed in the Disclosure Statement.
<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, chilled 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.

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

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

## Schedule 2

### Building Common Area Site Plan

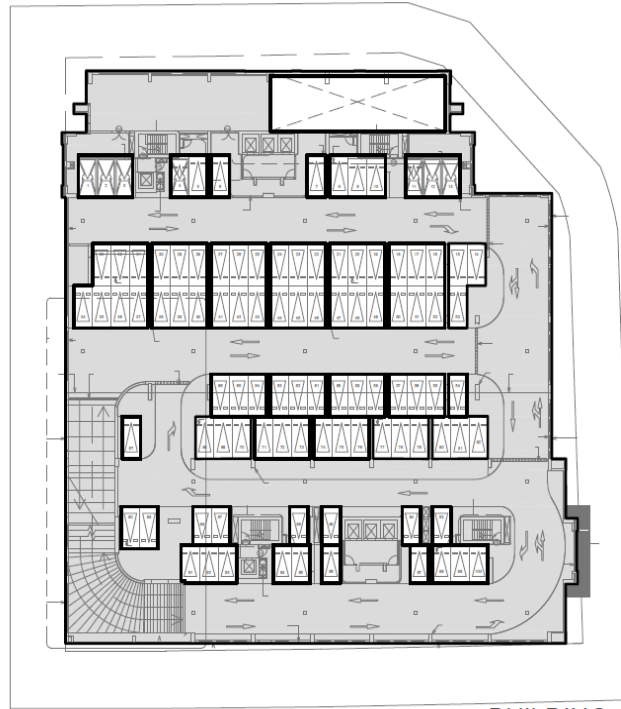


PROJECT NAME	LEVEL	BUILDING COMMON AREA	LAND COMMON AREA
<b>WILTON TERRACES</b>	7	477.66	0
	8	477.66	0
	9	477.66	0
	10	477.66	0
	11	473.6	0
	12	471.54	0
	ROOF	2396.88	0
	TOP ROOF	398.12	0
	<b>TOTAL</b>	<b>23451.89</b>	<b>0</b>

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

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

All drawings and dimensions are approximate. Drawings not to scale 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 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



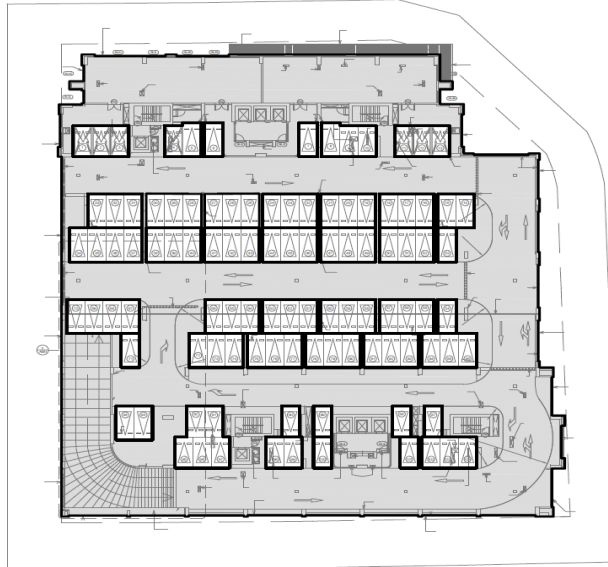
PODIUM1 FLOOR LEVEL

BUILDING COMMON AREA = 3218.71 SQ.M.

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

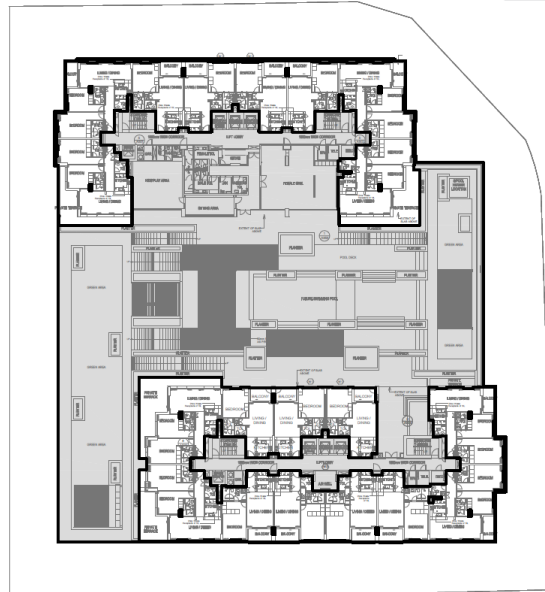
Purchaser's Initials \_\_\_\_\_

All drawings and dimensions are approximate. Drawings not to scale 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 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



PODIUM 2 FLOOR LEVEL

BUILDING COMMON AREA = 3316.01 SQ.M.



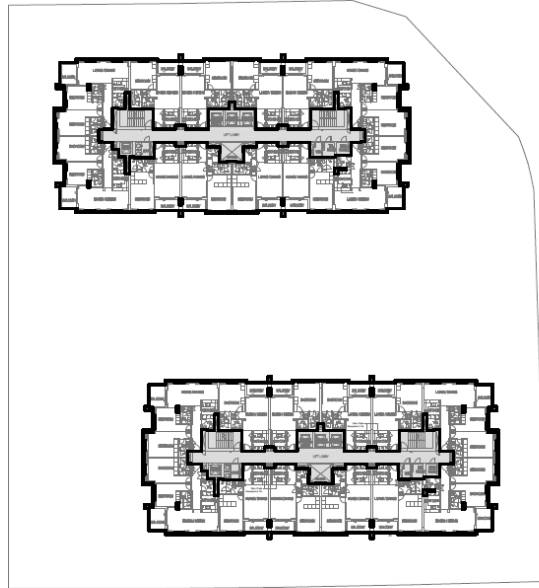
1ST FLOOR LEVEL

BUILDING COMMON AREA = 2899.31 SQ.M.

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

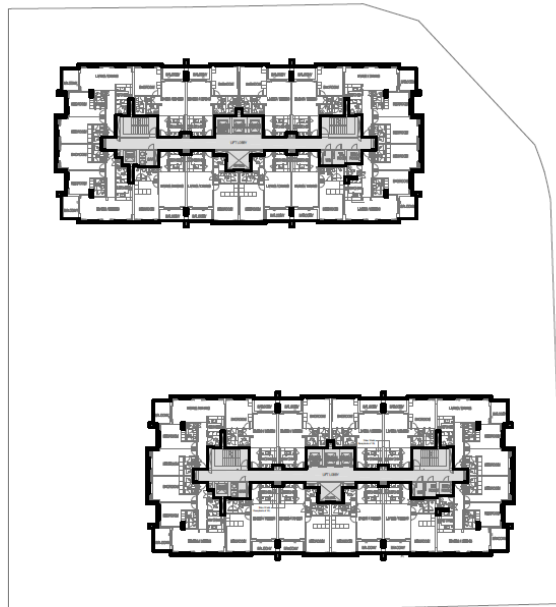
Purchaser's Initials \_\_\_\_\_

All drawings and dimensions are approximate. Drawings not to scale 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 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



2ND FLOOR LEVEL

BUILDING COMMON AREA = 477.66 SQ.M.



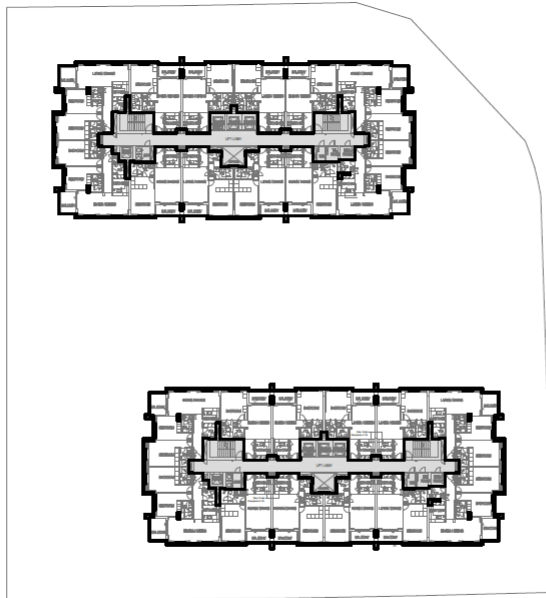
3RD FLOOR LEVEL

BUILDING COMMON AREA = 477.66 SQ.M.

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

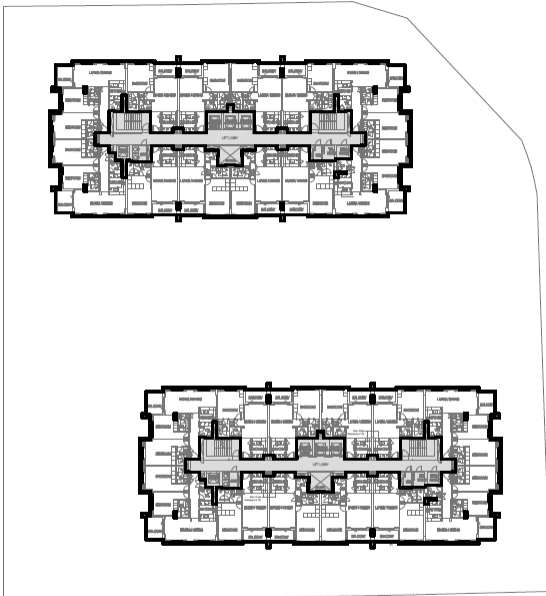
Purchaser's Initials \_\_\_\_\_

All drawings and dimensions are approximate. Drawings not to scale 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 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



4TH FLOOR LEVEL

BUILDING COMMON AREA = 477.66 SQ.M.



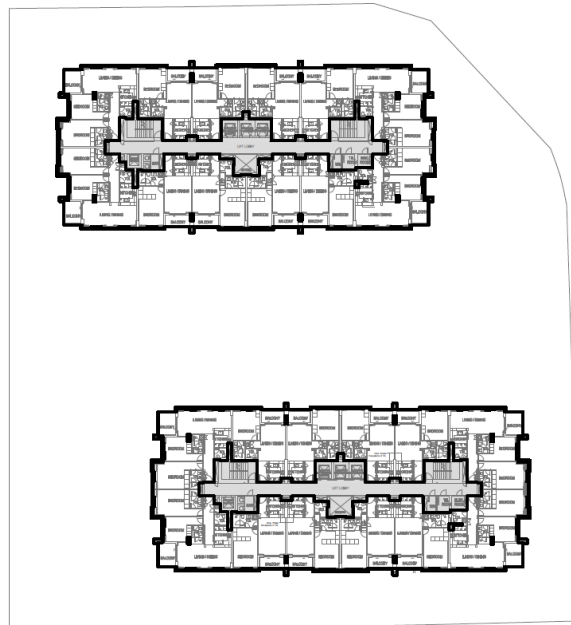
5TH FLOOR LEVEL

BUILDING COMMON AREA = 477.66 SQ.M.

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

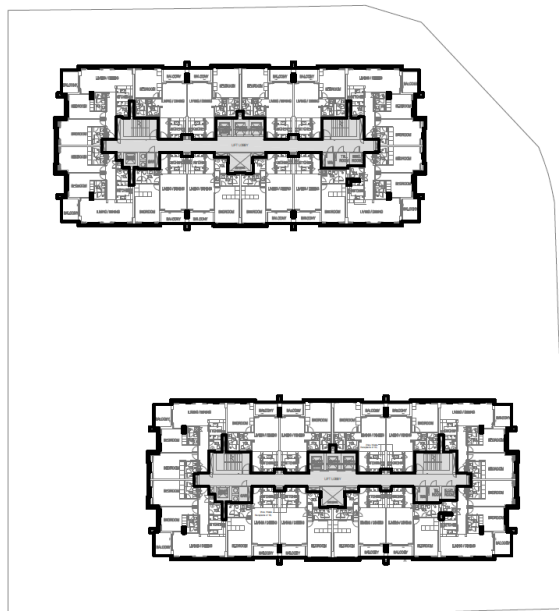
Purchaser's Initials \_\_\_\_\_

All drawings and dimensions are approximate. Drawings not to scale 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 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



6TH FLOOR LEVEL

BUILDING COMMON AREA = 477.66 SQ.M.



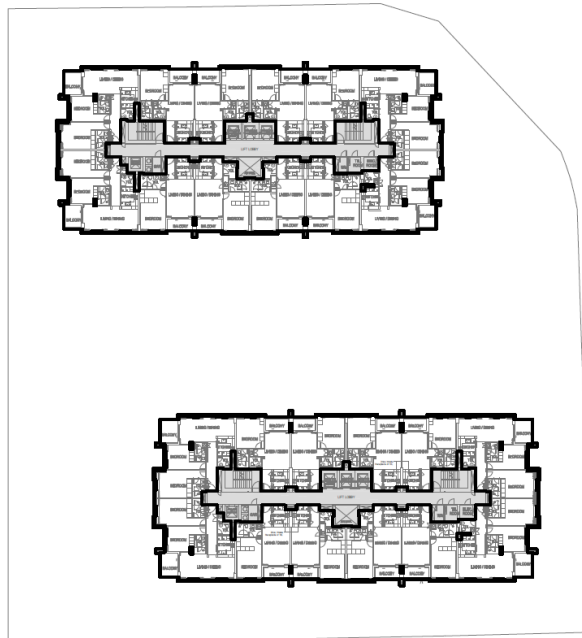
7TH FLOOR LEVEL

BUILDING COMMON AREA = 477.66 SQ.M.

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

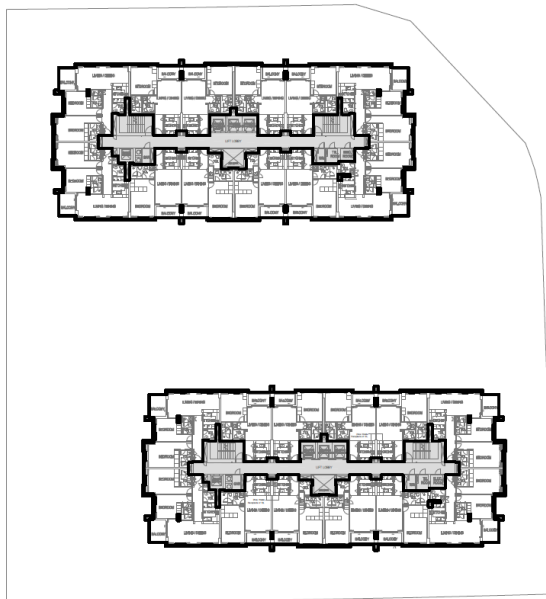
Purchaser's Initials \_\_\_\_\_

All drawings and dimensions are approximate. Drawings not to scale 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 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



8TH FLOOR LEVEL

BUILDING COMMON AREA = 477.66 SQ.M.



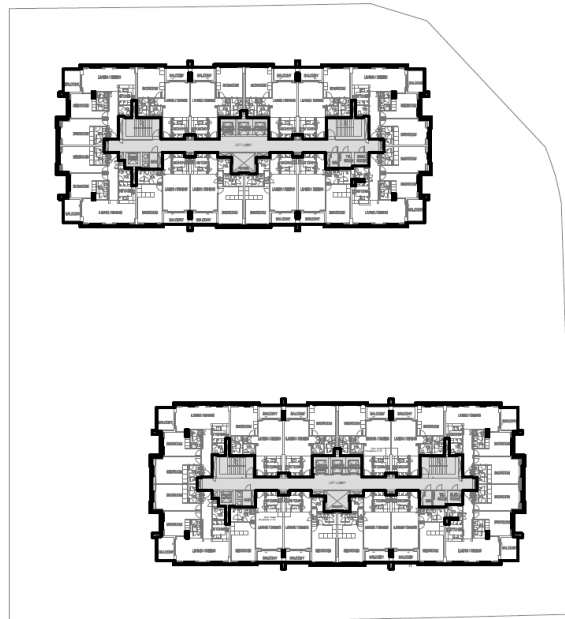
9TH FLOOR LEVEL

BUILDING COMMON AREA = 477.66 SQ.M.

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

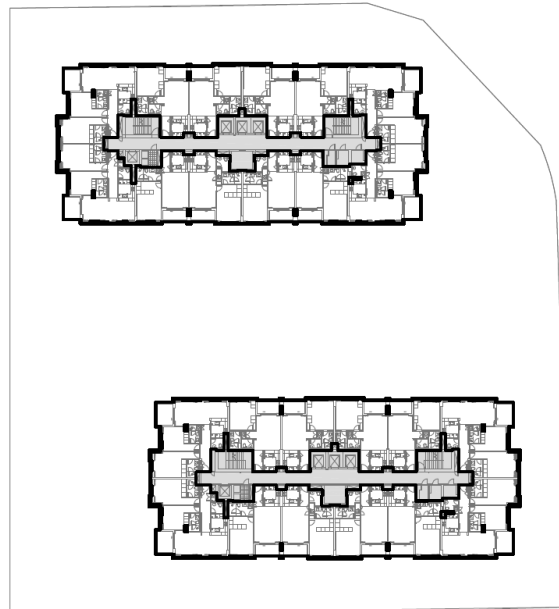
Purchaser's Initials \_\_\_\_\_

All drawings and dimensions are approximate. Drawings not to scale 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 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



10TH FLOOR LEVEL

BUILDING COMMON AREA = 477.66 SQ.M.



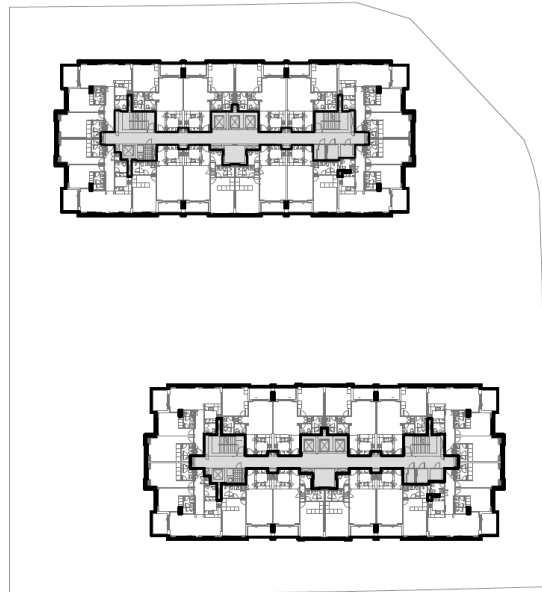
11TH FLOOR LEVEL

BUILDING COMMON AREA = 473.60 SQ.M.

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

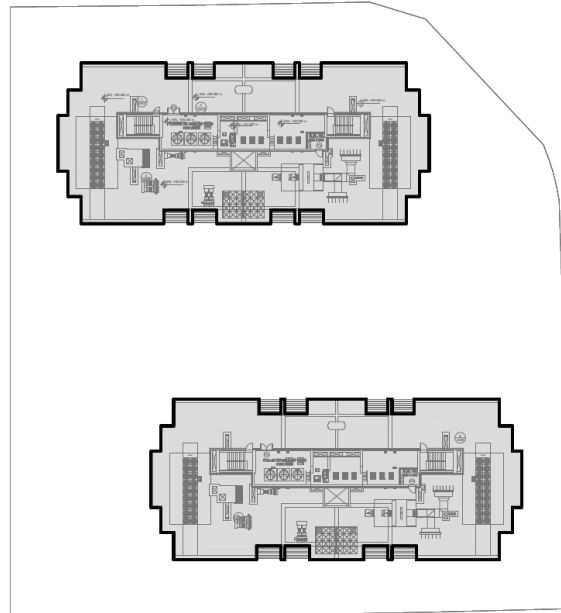
Purchaser's Initials \_\_\_\_\_

All drawings and dimensions are approximate. Drawings not to scale 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 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



12TH FLOOR LEVEL

BUILDING COMMON AREA = 471.54 SQ.M.



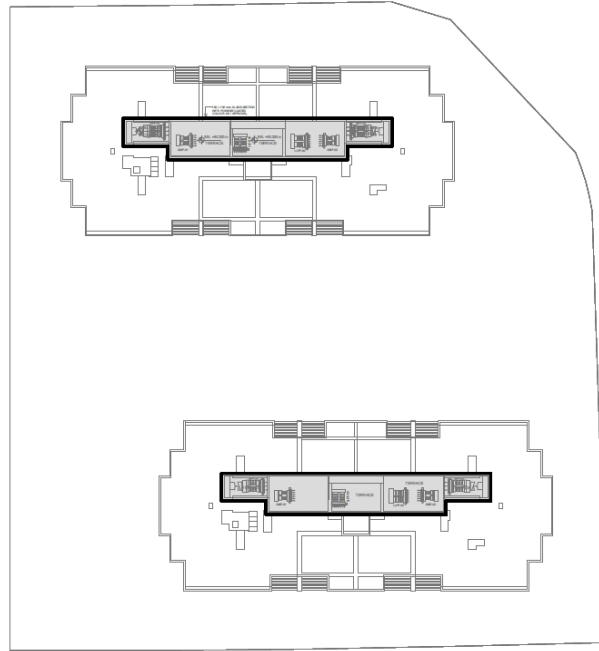
ROOF FLOOR LEVEL

BUILDING COMMON AREA = 2396.88 SQ.M.

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

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

All drawings and dimensions are approximate. Drawings not to scale 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 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



TOP ROOF FLOOR LEVEL

BUILDING COMMON AREA = 398.12 SQ.M.

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

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

All drawings and dimensions are approximate. Drawings not to scale 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 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 and Entitlements

No.	Unit No.	Area sq.m	Area sq.ft	Entitlement
1	I-101	73.95	795.99	0.30
2	I-102	74.06	797.18	0.30
3	I-103	110.38	1188.12	0.44
4	I-104	151.89	1634.93	0.61
5	I-105	140.79	1515.45	0.56
6	I-106	110.11	1185.21	0.44
7	I-107	74.3	799.76	0.30
8	I-108	73.95	795.99	0.30
9	II-101	73.06	786.41	0.29
10	II-102	110.4	1188.34	0.44
11	II-103	113.94	1226.44	0.46
12	II-104	77.02	829.04	0.31
13	II-105	78.85	848.73	0.32
14	II-106	78.85	848.73	0.32
15	II-107	76.88	827.53	0.31
16	II-108	137.81	1483.37	0.55
17	II-109	154.39	1661.84	0.62
18	II-110	73.65	792.76	0.29
19	II-111	73.29	788.89	0.29
20	I-201	72.93	785.01	0.29
21	I-202	73.27	788.67	0.29
22	I-203	111.26	1197.59	0.45
23	I-204	114.89	1236.67	0.46
24	I-205	76.06	818.70	0.30
25	I-206	77.93	838.83	0.31
26	I-207	77.93	838.83	0.31
27	I-208	75.76	815.47	0.30
28	I-209	114.81	1235.80	0.46
29	I-210	111.26	1197.59	0.45
30	I-211	73.27	788.67	0.29
31	I-212	72.93	785.01	0.29
32	II-201	72.93	785.01	0.29
33	II-202	73.27	788.67	0.29
34	II-203	111.26	1197.59	0.45
35	II-204	114.89	1236.67	0.46
36	II-205	76.06	818.70	0.30
37	II-206	77.93	838.83	0.31
38	II-207	77.93	838.83	0.31
39	II-208	75.76	815.47	0.30

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

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

No.	Unit No.	Area sq.m	Area sq.ft	Entitlement
40	II-209	114.81	1235.80	0.46
41	II-210	111.26	1197.59	0.45
42	II-211	73.27	788.67	0.29
43	II-212	72.93	785.01	0.29
44	I-301	72.93	785.01	0.29
45	I-302	73.27	788.67	0.29
46	I-303	111.26	1197.59	0.45
47	I-304	114.89	1236.67	0.46
48	I-305	76.06	818.70	0.30
49	I-306	77.93	838.83	0.31
50	I-307	77.93	838.83	0.31
51	I-308	75.76	815.47	0.30
52	I-309	114.81	1235.80	0.46
53	I-310	111.26	1197.59	0.45
54	I-311	73.27	788.67	0.29
55	I-312	72.93	785.01	0.29
56	II-301	72.93	785.01	0.29
57	II-302	73.27	788.67	0.29
58	II-303	111.26	1197.59	0.45
59	II-304	114.89	1236.67	0.46
60	II-305	76.06	818.70	0.30
61	II-306	77.93	838.83	0.31
62	II-307	77.93	838.83	0.31
63	II-308	75.76	815.47	0.30
64	II-309	114.81	1235.80	0.46
65	II-310	111.26	1197.59	0.45
66	II-311	73.27	788.67	0.29
67	II-312	72.93	785.01	0.29
68	I-401	72.93	785.01	0.29
69	I-402	73.27	788.67	0.29
70	I-403	111.26	1197.59	0.45
71	I-404	114.89	1236.67	0.46
72	I-405	76.06	818.70	0.30
73	I-406	77.93	838.83	0.31
74	I-407	77.93	838.83	0.31
75	I-408	75.76	815.47	0.30
76	I-409	114.81	1235.80	0.46
77	I-410	111.26	1197.59	0.45
78	I-411	73.27	788.67	0.29
79	I-412	72.93	785.01	0.29
80	II-401	72.93	785.01	0.29
81	II-402	73.27	788.67	0.29

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

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

No.	Unit No.	Area sq.m	Area sq.ft	Entitlement
82	II-403	111.26	1197.59	0.45
83	II-404	114.89	1236.67	0.46
84	II-405	76.06	818.70	0.30
85	II-406	77.93	838.83	0.31
86	II-407	77.93	838.83	0.31
87	II-408	75.76	815.47	0.30
88	II-409	114.81	1235.80	0.46
89	II-410	111.26	1197.59	0.45
90	II-411	73.27	788.67	0.29
91	II-412	72.93	785.01	0.29
92	I-501	72.93	785.01	0.29
93	I-502	73.27	788.67	0.29
94	I-503	111.26	1197.59	0.45
95	I-504	114.89	1236.67	0.46
96	I-505	76.06	818.70	0.30
97	I-506	77.93	838.83	0.31
98	I-507	77.93	838.83	0.31
99	I-508	75.76	815.47	0.30
100	I-509	114.81	1235.80	0.46
101	I-510	111.26	1197.59	0.45
102	I-511	73.27	788.67	0.29
103	I-512	72.93	785.01	0.29
104	II-501	72.93	785.01	0.29
105	II-502	73.27	788.67	0.29
106	II-503	111.26	1197.59	0.45
107	II-504	114.89	1236.67	0.46
108	II-505	76.06	818.70	0.30
109	II-506	77.93	838.83	0.31
110	II-507	77.93	838.83	0.31
111	II-508	75.76	815.47	0.30
112	II-509	114.81	1235.80	0.46
113	II-510	111.26	1197.59	0.45
114	II-511	73.27	788.67	0.29
115	II-512	72.93	785.01	0.29
116	I-601	72.93	785.01	0.29
117	I-602	73.27	788.67	0.29
118	I-603	111.26	1197.59	0.45
119	I-604	114.89	1236.67	0.46
120	I-605	76.06	818.70	0.30
121	I-606	77.93	838.83	0.31
122	I-607	77.93	838.83	0.31
123	I-608	75.76	815.47	0.30
124	I-609	114.81	1235.80	0.46

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

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

No.	Unit No.	Area sq.m	Area sq.ft	Entitlement
125	I-610	111.26	1197.59	0.45
126	I-611	73.27	788.67	0.29
127	I-612	72.93	785.01	0.29
128	II-601	72.93	785.01	0.29
129	II-602	73.27	788.67	0.29
130	II-603	111.26	1197.59	0.45
131	II-604	114.89	1236.67	0.46
132	II-605	76.06	818.70	0.30
133	II-606	77.93	838.83	0.31
134	II-607	77.93	838.83	0.31
135	II-608	75.76	815.47	0.30
136	II-609	114.81	1235.80	0.46
137	II-610	111.26	1197.59	0.45
138	II-611	73.27	788.67	0.29
139	II-612	72.93	785.01	0.29
140	I-701	72.93	785.01	0.29
141	I-702	73.27	788.67	0.29
142	I-703	111.26	1197.59	0.45
143	I-704	114.89	1236.67	0.46
144	I-705	76.06	818.70	0.30
145	I-706	77.93	838.83	0.31
146	I-707	77.93	838.83	0.31
147	I-708	75.76	815.47	0.30
148	I-709	114.81	1235.80	0.46
149	I-710	111.26	1197.59	0.45
150	I-711	73.27	788.67	0.29
151	I-712	72.93	785.01	0.29
152	II-701	72.93	785.01	0.29
153	II-702	73.27	788.67	0.29
154	II-703	111.26	1197.59	0.45
155	II-704	114.89	1236.67	0.46
156	II-705	76.06	818.70	0.30
157	II-706	77.93	838.83	0.31
158	II-707	77.93	838.83	0.31
159	II-708	75.76	815.47	0.30
160	II-709	114.81	1235.80	0.46
161	II-710	111.26	1197.59	0.45
162	II-711	73.27	788.67	0.29
163	II-712	72.93	785.01	0.29
164	I-801	72.93	785.01	0.29
165	I-802	73.27	788.67	0.29
166	I-803	111.26	1197.59	0.45
167	I-804	114.89	1236.67	0.46

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

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

No.	Unit No.	Area sq.m	Area sq.ft	Entitlement
168	I-805	76.06	818.70	0.30
169	I-806	77.93	838.83	0.31
170	I-807	77.93	838.83	0.31
171	I-808	75.76	815.47	0.30
172	I-809	114.81	1235.80	0.46
173	I-810	111.26	1197.59	0.45
174	I-811	73.27	788.67	0.29
175	I-812	72.93	785.01	0.29
176	II-801	72.93	785.01	0.29
177	II-802	73.27	788.67	0.29
178	II-803	111.26	1197.59	0.45
179	II-804	114.89	1236.67	0.46
180	II-805	76.06	818.70	0.30
181	II-806	77.93	838.83	0.31
182	II-807	77.93	838.83	0.31
183	II-808	75.76	815.47	0.30
184	II-809	114.81	1235.80	0.46
185	II-810	111.26	1197.59	0.45
186	II-811	73.27	788.67	0.29
187	II-812	72.93	785.01	0.29
188	I-901	72.93	785.01	0.29
189	I-902	73.27	788.67	0.29
190	I-903	111.26	1197.59	0.45
191	I-904	114.89	1236.67	0.46
192	I-905	76.06	818.70	0.30
193	I-906	77.93	838.83	0.31
194	I-907	77.93	838.83	0.31
195	I-908	75.76	815.47	0.30
196	I-909	114.81	1235.80	0.46
197	I-910	111.26	1197.59	0.45
198	I-911	73.27	788.67	0.29
199	I-912	72.93	785.01	0.29
200	II-901	72.93	785.01	0.29
201	II-902	73.27	788.67	0.29
202	II-903	111.26	1197.59	0.45
203	II-904	114.89	1236.67	0.46
204	II-905	76.06	818.70	0.30
205	II-906	77.93	838.83	0.31
206	II-907	77.93	838.83	0.31
207	II-908	75.76	815.47	0.30
208	II-909	114.81	1235.80	0.46
209	II-910	111.26	1197.59	0.45
210	II-911	73.27	788.67	0.29

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

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

No.	Unit No.	Area sq.m	Area sq.ft	Entitlement
211	II-912	72.93	785.01	0.29
212	I-1001	72.93	785.01	0.29
213	I-1002	73.27	788.67	0.29
214	I-1003	111.26	1197.59	0.45
215	I-1004	114.89	1236.67	0.46
216	I-1005	76.06	818.70	0.30
217	I-1006	77.93	838.83	0.31
218	I-1007	77.93	838.83	0.31
219	I-1008	75.76	815.47	0.30
220	I-1009	114.81	1235.80	0.46
221	I-1010	111.26	1197.59	0.45
222	I-1011	73.27	788.67	0.29
223	I-1012	72.93	785.01	0.29
224	II-1001	72.93	785.01	0.29
225	II-1002	73.27	788.67	0.29
226	II-1003	111.26	1197.59	0.45
227	II-1004	114.89	1236.67	0.46
228	II-1005	76.06	818.70	0.30
229	II-1006	77.93	838.83	0.31
230	II-1007	77.93	838.83	0.31
231	II-1008	75.76	815.47	0.30
232	II-1009	114.81	1235.80	0.46
233	II-1010	111.26	1197.59	0.45
234	II-1011	73.27	788.67	0.29
235	II-1012	72.93	785.01	0.29
236	I-1101	72.9	784.69	0.29
237	I-1102	73	785.77	0.29
238	I-1103	111.06	1195.44	0.44
239	I-1104	114.68	1234.41	0.46
240	I-1105	75.79	815.80	0.30
241	I-1106	77.93	838.83	0.31
242	I-1107	77.93	838.83	0.31
243	I-1108	75.49	812.57	0.30
244	I-1109	114.61	1233.65	0.46
245	I-1110	110.98	1194.58	0.44
246	I-1111	73	785.77	0.29
247	I-1112	72.93	785.01	0.29
248	II-1101	72.9	784.69	0.29
249	II-1102	73	785.77	0.29
250	II-1103	111.06	1195.44	0.44
251	II-1104	114.68	1234.41	0.46
252	II-1105	75.79	815.80	0.30
253	II-1106	77.93	838.83	0.31

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

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

No.	Unit No.	Area sq.m	Area sq.ft	Entitlement
254	II-1107	77.93	838.83	0.31
255	II-1108	75.49	812.57	0.30
256	II-1109	114.61	1233.65	0.46
257	II-1110	110.98	1194.58	0.44
258	II-1111	73	785.77	0.29
259	II-1112	72.93	785.01	0.29
260	I-1201	72.9	784.69	0.29
261	I-1202	73	785.77	0.29
262	I-1203	111.06	1195.44	0.44
263	I-1204	114.68	1234.41	0.46
264	I-1205	75.79	815.80	0.30
265	I-1206	77.93	838.83	0.31
266	I-1207	77.93	838.83	0.31
267	I-1208	75.49	812.57	0.30
268	I-1209	114.61	1233.65	0.46
269	I-1210	110.98	1194.58	0.44
270	I-1211	73	785.77	0.29
271	I-1212	72.93	785.01	0.29
272	II-1201	72.9	784.69	0.29
273	II-1202	73	785.77	0.29
274	II-1203	111.06	1195.44	0.44
275	II-1204	114.68	1234.41	0.46
276	II-1205	75.79	815.80	0.30
277	II-1206	77.93	838.83	0.31
278	II-1207	77.93	838.83	0.31
279	II-1208	75.49	812.57	0.30
280	II-1209	114.61	1233.65	0.46
281	II-1210	110.98	1194.58	0.44
282	II-1211	73	785.77	0.29
283	II-1212	72.93	785.01	0.29
		25,011.96	269,226.49	100.00

## Schedule 4

### Utilities

Utility	Utility Services provider	Description
Potable, Gray, Cold, Cold and Hot	DEWA	Potable Water: Each Unit Owner must pay the costs of each type of water supplied to its Unit to be provided through individual Unit water meter.  Water consumption for swimming pool, water features, landscaping etc. will be charged as part of the Building Common Area Expenses.
Electricity	DEWA	Each Unit Owner must pay the costs of the Electricity supplied to its Unit.
Chilled Water	Air Conditioning	Each Unit Owner must pay the costs of the chilled water supplied to its Unit.
Telecommunications	Du/Etisalat	Each Unit Owner must pay the costs of any telecommunication services provided to its Unit.
Sewerage	Dubai Municipality	Each Unit Owner must pay the costs of the sewerage treatment applicable to its Unit.
Gas	Authorised Gas Supplier	Each Unit Owner must pay the costs of the Gas utilized to its Unit.

## 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?

All Owners, Occupiers and the Building Owners Committee and Building Manager (and other parties bound by the Declaration) must comply with this Architectural Code.

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

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 Manager shall notify the Owners Committee of any variation to this Architectural Code as soon as practicable after such variation.

##### 1.5 Disputes

The dispute resolution provisions contained in **clause 25.1** 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 as per clause 6 below (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 Manager 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 Manager 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 Manager and the Developer.

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

3.6 The Building Manager 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 Manager and Developer.

4.2 An Owner may apply to the Building Manager 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 Manager and the Developer 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 without obtaining the Approval of the Building Manager 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 Manager / Owners Committee 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 Manager 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 Manager (on behalf of the Owners Committee/Developer) shall use all reasonable commercial endeavours 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 Manager (on behalf of the Owners Committee/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 Manager 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 Manager and the Developer for approval until such time as the Building Works Proposal is Approved by the Building Manager and the Developer.
- (e) The Building Manager and the Developer may charge the applicant a reasonable fee for assessing the Building Works Proposal, including any expenses incurred by the Building Manager and the Developer in such process.
- (f) The Building Manager 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 Manager 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 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 Manager and the Developer.
- (g) Only after Approval by the Building Manager 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 Manager 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 Manager 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 Manager 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 Manager and the Developer and this Architectural Code.
- (k) During and upon completion of the Works by the applicant, the Building Manager 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 Manager and the Developer that have been constructed or installed otherwise than in accordance with this Architectural Code as determined by the Building Manager 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 Committee/ Building Manager, 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 Manager 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 Manager 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 Manager and the Developer on each occasion.

### 6.5 **Revoking Approval**

The Building Manager 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 Manager/Owners Committee 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 Manager/Owners Committee;
- (ii) the "Owner" includes a reference to an Owner's Occupiers and Invitees;
- (iii) "Declaration" is a reference to the Jointly Owned Property Declaration and Applicable Law 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 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 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 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 its 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, dispose 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) and 1.11 (iii)** and 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 barbeques 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 its 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 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 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 or 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 and 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 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 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 Manager. Owners acknowledge that the Building 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 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 access ways.
- (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 kilometres 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 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 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 Manager, the Developer shall not be responsible for any loss, damages or claims arising from use of the Car Park or the access ways.
- (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.



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

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