

## Terms And Conditions Of Sale - Villa

### **1. AGREEMENT TO SELL AND PURCHASE**

The Seller agrees to sell the Property to the Buyer and the Buyer agrees to purchase the Property from the Seller for the Property Price stated in the Particulars. This Agreement shall comprise and be subject to the Particulars of Sale and Purchase, the Schedule of Instalment Payments and the Terms and Conditions of Sale together with the Schedules all of which form an integral part of this Agreement.

### **2. PAYMENT**

The Buyer shall pay each Instalment Payment set out in the Schedule of Instalment Payments on or before the due date of the payment to the Seller by cheque in favor of, or by direct transfer to the Bank Account of, the Seller set out therein. All payments shall be paid in Dirhams, the lawful currency of the UAE and any shortfall due to currency exchange rate differences, and all bankers charges made against the Seller related to the payment, shall be paid or reimbursed by the Buyer.

### **3. COMPLETION**

- 3.1 The Seller shall give not less than 30 days notice (the "Completion Notice Period") of the date for completion of construction and handover of the Property (the "Completion Notice").
- 3.2 The Seller may by written notice to the Buyer extend the Completion Date to such dates as advised by the Seller from time to time provided that the total period of such extensions (if any) shall, subject to any Force Majeure event, not exceed twelve (12) months.
- 3.3 Provided the Buyer has fulfilled its payment obligations hereunder and is not otherwise in default under this Agreement the Seller shall provide vacant possession of the Property to the Buyer on the Completion Date at which date all risk associated with the Property shall pass to the Buyer and the Seller shall immediately thereafter transfer a clear and unencumbered freehold title to the Property to the Buyer.

### **4. PAYMENTS DUE ON COMPLETION**

- 4.1 On the Completion Date the Buyer shall pay the balance of the Property Price and any other sums due to the Seller hereunder together with;
  - (a) the Master Community Service Charge, and
  - (b) the Land Department registration fees payable by the Buyer.
- 4.2 The Buyer shall not be liable for any costs of the Seller in connection with the transfer of title.

## **5. COVENANTS AND WARRANTIES OF THE SELLER**

- 5.1 The Seller covenants to carry out the construction of the Property subject to the terms of this Agreement, and in accordance with the Specification and to deliver the Property to the Buyer on the Completion Date in a professionally finished condition, clean and ready for occupancy.
- 5.2 The Property is subject to a builder's defects liability warranty in respect of any defective material, fittings and fixtures including mechanical, plumbing and electrical works for a period of 12 months from the date of completion of the construction thereof. The Seller shall not be liable for any consequential damage caused by any defects (including any damage caused to any finishes, decorations, furnishings, furniture and chattels in the Property).
- 5.3 The Seller hereby assigns to the Buyer all assignable benefits the Seller holds in any warranties from the manufacturer of all appliances fittings or fixtures that are installed in the Property.
- 5.4 The Seller shall remain liable for a period of ten (10) years from the date of completion of the construction of the Building to repair and rectify any structural defects in the Building.
- 5.5 The Seller shall construct the infrastructure within the Master Community including roads, lighting, walkways, and landscaping substantively in accordance with the terms of the Declaration and the Seller's overall development plan for the Master Community as may be amended or varied by the Seller from time to time. The Buyer acknowledges that the Property forms part of the Master Community and accepts that building works will be continuing after the Completion Date. The Buyer has no right of claim or compensation arising from the continuation of the building works that do not form part of the Property or from amending or varying the development plan.
- 5.6 The Seller will procure that the Master Community will be managed and operated in a professional manner and in accordance with the terms and conditions of the Master Community Declaration.

## **6. COVENANTS AND WARRANTIES OF THE BUYER**

The Buyer agrees and covenants with the Seller as follows:

- 6.1 The Property will be used for single family residential purposes only and not for any other purpose.
- 6.2 The Buyer shall:
  - (a) pay the Master Community Service Charge and all charges (including connection charges to the Property) for water, electricity, sewage and other services provided to the Property, in addition to all property taxes, Dubai Municipality fees and other similar levies that may be imposed or levied with respect to the Property; and

- (b) comply and procure that all occupants and visitors to the Property comply in all respects with the provisions of the Declaration and all rules issued pursuant thereto as may be amended from time to time and all laws, decrees, regulations of Dubai and the United Arab Emirates and the requirements of any competent authority in relation to the Property and without limiting the generality of the foregoing that it shall not commit any act which shall be or result in a nuisance, annoyance, disturbance, inconvenience or damage to any other residents of the Master Community.

6.3 The Buyer shall not modify, add or delete any part of the exterior of the Property (including the installation of any satellite dishes or antennae) or construct any additional improvements in the Property without the prior written consent of the Seller.

6.4 The Buyer acknowledges that he has not acted or relied upon any representations made by or on behalf of the Seller except those contained in this Agreement.

## **7. EASEMENTS AND COVENANTS AFFECTING THE PROPERTY**

The Property is transferred subject to the following which shall be endorsed on and run with the title to the Property:

- (a) the easements, rights of way with or in favour of the Seller, Dubai Electricity and Water Authority, Du, Etisalat or other third parties as required in connection with the provision of infrastructure, water, sewerage, electricity, cabling, other utilities and telecommunications to the Building; and
- (b) the terms, conditions, covenants, rights, obligations, covenants and restrictions set out in (1) the Declaration, and (2) the Constitution and to the rules and regulations issued in accordance therewith as may be amended from time to time.

## **8. INSURANCE**

The Buyer is responsible to maintain all risks insurance for the Property from the Completion Date in its full re-instatement value with a firm of insurers registered to do business in the UAE and will produce to the Seller, on demand, a copy of the insurance policy and confirmation of premium payment. In the event of any part of the Property being destroyed or damaged the Buyer shall as soon as practicable reinstate the Property to its former condition and apply all monies received from such insurance towards reinstatement of the Property.

## **9. PROPERTY INSPECTION**

The Buyer will be entitled to inspect the Property during the Completion Notice Period by arrangement with, and accompanied by a representative of the Seller. At such time, the parties will prepare and sign a list of any items requiring attention (the "Snags") and will agree the date by which the Snags shall be

rectified. The Seller will promptly attend to the Snags for completion within the agreed time. The Buyer shall not be entitled to delay the Completion Date or hold back any portion of the Property Price in respect of the Snags. In the event of any dispute, a decision by the Seller's project manager will be final and binding on the parties. In all other respects the Buyer will be deemed to have accepted the physical condition of the Property. The Buyer acknowledges that the Buyer is not otherwise allowed access to the Property prior to the Completion Date, without the prior written authorization of the Seller.

## **10. MASTER COMMUNITY SERVICE CHARGE**

- 10.1 The Buyer shall pay the Master Community Service Charge calculated and payable in accordance with the provisions of the Declaration, without any deduction, withholding or set-off annually in advance with the first payment to be made on the Completion Date.
- 10.2 The Buyer acknowledges that if he fails to pay the Master Community Service Charge the Buyer shall be liable to pay compensation on payment in arrears in accordance with the provisions of the Declaration and services may be withdrawn and the relevant administrative and judicial authorities may be requested to disconnect the utilities to the Property until the Master Community Service Charge is paid.

## **11. TRANSFER PRIOR TO COMPLETION**

The Buyer acknowledges that the Buyer's interest in the Property may not be sold, assigned (other than for financing purposes) or transferred prior to the Completion Date without the consent of the Seller in its sole discretion, and subject to such terms and conditions as may be prescribed by the Seller including the payment of the Sellers administrative fees. The Seller will not entertain any application for consent if any sums due under this Agreement are in arrears. Where the Buyer is other than a natural person, any change in the legal or beneficial ownership or control of that entity shall constitute a transfer of an interest in the Property.

## **12. MODIFICATIONS**

- 12.1 The Buyer acknowledges and agrees that the Seller may from time to time, in its discretion or as required by any competent authority, change, vary or modify the Specification without notice to or consent from the Buyer, provided that any substituted items are of equal or better quality. The Buyer hereby consents to any such changes, modifications and/or substitutions and agrees to complete this transaction notwithstanding any modifications made in accordance with the foregoing.
- 12.2 The Buyer acknowledges that the total area of the Property as provided in the Particulars is approximate only and the Buyer acknowledges that the total area of the Property may vary from the area stated in the Particulars. Where the Property has shared internal walls with another property then the total building area will be measured as the area bounded by the center lines of demising party walls separating one Property from another Property, the exterior surface of the

exterior walls, and the exterior surface of the corridor wall enclosing and abutting the Property. Where the Property does not have shared internal walls with another property, then the total building area will be measured as the area bounded by the exterior surface of the exterior walls. If the actual total building area is less than the represented area by more than five (5) percent, the Property Price will be reduced proportionally. No adjustment will be made to the Property Price if the actual total building area is reduced by less than five (5) percent or for any variation in balcony or other external area, or in Plot area.

### **13. DEFAULT BY THE SELLER**

If the Buyer has fulfilled all its obligations of payment under this Agreement and the Seller is unable to deliver possession of the Property on the Completion Date (as extended if applicable), the Buyer may give the Seller, within thirty (30) days following such Completion Date, a notice of termination of this Agreement. If the Seller is not in a position to give the Buyer vacant possession of the Property within ninety (90) days of receipt of such notice, the Seller shall refund all payments made by the Buyer with compensation at the Compensation Rate calculated from the date each payment was made and this Agreement shall be terminated. If the Seller remedies its default within the said ninety (90) day period, the date of the remedy will become the Completion Date and this Agreement will remain in full force and effect and thus the Buyer will remain obligated to make all outstanding payments. The provisions of this clause shall be the Buyer's only remedy in the case of delay by the Seller in the delivery of possession of the Property to the Buyer.

### **14. DEFAULT BY THE PURCHASER**

The Buyer shall pay compensation at the rate of one percent (1%) per month on all Instalment Payments and other payments due to the Seller for each day that payments are in default. In the event that this default is not cured within thirty (30) days from the due date, the Seller shall have the right, at its option, on fourteen (14) days written notice to the Buyer, to terminate this Agreement and if the payment default has not been remedied within the said fourteen (14) days notice period, this Agreement shall automatically terminate and in such event all payments previously made by the Buyer but not exceeding twenty five percent (25%) of the Property Price (the "Agreed Amount"), shall be absolutely forfeited to the Seller as liquidated damages. The parties hereby agree that the Agreed Amount constitutes a genuine and reasonable pre-estimate of the damages that will be suffered by the Seller as a result of such default by the Buyer. The Buyer hereby acknowledges and agrees that the forfeiture of the Agreed Amount in the foregoing circumstances is fair and equitable, is not harsh or unconscionable and does not constitute a penalty.

### **15. VISA SPONSORSHIP**

- 15.1 The Seller agrees to sponsor the first-named owner of the Property and subsequent first-named transferees for a Visa (and renewals thereof) (provided the owner/transferee is not otherwise entitled to sponsorship for a Visa) on payment of the Seller's applicable Visa Administration Fee. If there are joint owners/transferees, then sponsorship will only be offered if none of the joint

owners/transferees are otherwise entitled to sponsorship for a Visa. In the event that the Buyer is a corporation, the Seller may at its discretion, arrange for sponsorship for one occupier of the Property nominated by the Buyer. Upon a disposition of his interest in the Property (other than by way of mortgage) the Seller will terminate the sponsorship of the owner/transferee and cancel the Visa.

- 15.2 The Buyer acknowledges that he will have to comply with all laws and regulations in force in the UAE with respect to Visa sponsorship and agrees to indemnify the Seller against all costs and liabilities incurred or suffered by the Seller as a result of the Seller's sponsorship.

**16. FORCE MAJEURE**

“Event of Force Majeure” means an act of God including but not limited to fire, flood, earthquake, windstorm or other natural disaster; act of any sovereign including but not limited to war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, destruction or damage to property by or under the order of any government or public or local authority or imposition of government sanction embargo or similar action; labour dispute including but not limited to strike, lockout or boycott; interruption or failure of utility service including but not limited to electric power, gas, water or telephone service; failure of the transportation of any personnel, equipment, machinery or material required by the Seller for completion of the Building; delay for any reason by any contractor or subcontractor in carrying out their works or any matter; or cause beyond the control of the Seller. Should an Event of Force Majeure have occurred that has delayed the Completion Date, the Seller shall upon becoming aware of such delay promptly notify the Buyer and inform the Buyer of the revised Completion Date or an estimate of the duration of the delay, followed by a revised Completion Date when same can be determined. Should an Event of Force Majeure delay the Completion Date by a period of in excess of one (1) year the Buyer may elect to terminate this Agreement by notice to the Seller and the Seller shall refund all monies paid by the Buyer.

**17. TIME OF THE ESSENCE**

Time will be of the essence of this Agreement and will remain of the essence notwithstanding the extension of any of the dates herein.

**18. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Seller, any agent, employee or representative of the Seller or any other person including, without limitation, arising out of any marketing material including sales brochures, models, representative view sets, show room displays, photographs, videos, illustrations, renderings, revenue projections or pro-forma statements provided to the Buyer or made available for his viewing, and upon execution by the Seller after execution by the Buyer, this Agreement shall be binding on the parties hereto.

## **19. INTERPRETATION AND DISPUTE RESOLUTION**

- 19.1 The Agreement will be governed by and construed in accordance with the laws of Dubai and the United Arab Emirates. All disputes between the parties in relation to or arising from this Agreement shall be referred to arbitration in Dubai to be conducted the English language in accordance with the rules of Commercial Conciliation and Arbitration of the Dubai International Arbitration Center in place at the time by one arbitrator appointed in accordance with the said rules whose decision shall be final and binding.
- 19.2 All dates and periods of time referred to in the Agreement shall be ascertained in accordance with the Gregorian calendar.
- 19.3 The Agreement has been made and negotiated in the English language. If there is any conflict in meaning between the English language version of this Agreement and any version or translation of this Agreement in any other language, the English language version shall prevail. Each document referred to in this Agreement or to be delivered under it shall be in the English language or accompanied by an English translation of it certified as accurate by a suitably qualified and independent professional translator. In the case of conflict the English language version of any such document shall prevail.
- 19.4 The use of one gender includes the other and the singular includes the plural and vice versa.
- 19.5 These Terms and Conditions of Sale are to be read in conjunction with the Particulars, and in the event of any inconsistency, the terms of the Particulars will prevail.

## **20. NOTICES**

Any notice or other document to be served under this Agreement may be delivered or sent by courier or facsimile to the party to be served at his address appearing in the Particulars or to such other address of which notice has been previously given. Any such notice shall be deemed to have been received: If delivered personally, at the time of delivery; In the case of courier, on the date of delivery as evidenced by the records of the courier, and In the case of a fax, at the time of transmission, as evidenced by the transmission receipt

## **21. ENUREMENT**

The Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective personal representatives, heirs, successors, and permitted assigns.

## **22. JOINT LIABILITY**

If there is more than one buyer named in the Particulars, the obligations of the Buyer are joint and several.

## **23. COUNTERPART EXECUTION**

This Agreement may be executed, accepted and delivered in counterparts and by telecopy, which counterparts and tele-copied documents shall together constitute one and the same Agreement.

## 24. DEFINITIONS

In this Agreement where the context allows the following words shall have the following meanings:

<b>AED</b>	means UAE Dirham, the lawful currency of the U.A.E;
<b>Compensation Rate</b>	means the UAE Dirhams ninety (90) day Emirates Interbank Offer Rate ("EBOR");
<b>Completion Date</b>	means the date set out in the Particulars or such other date as set out in the Completion Notice to be delivered by the Seller to the Buyer in accordance with clause 3.1 hereof;
<b>Declaration</b>	means the Declaration of the Master Community attached hereto as Schedule A.
<b>Department</b>	means the UAE Ministry of Interior, Department of Naturalization and Residency and or its successor;
<b>Developer</b>	means for the Seller named in the Particulars;
<b>Instalment Payments</b>	means the payment s set out in the Schedule of Instalment Payments.
<b>Master Community</b>	means the master planned development named in the Particulars;
<b>Master Community Service Charge</b>	means the amount payable by the Buyer for the management, administration, maintenance, financing, service provision and control of the Master Community as more particularly set out in the Declaration.
<b>Particulars</b>	means the Particulars of Sale and Purchase attached to these Terms and Conditions of Sale forming part of the Agreement;
<b>Property</b>	means the Property described in the Particulars.
<b>Property Price</b>	means the Property Price described in the Particulars.

**Specification** means the interior and exterior finishes, fittings, systems, facilities and appliances (if any) and plan described in and/or attached hereto in Schedule B.

**UAE** means the United Arab Emirates;

**Visa** means a UAE residence visa issued by the Department;

**Visa Administration Fees** mean the Seller's applicable visa administration fee plus all amounts payable to third parties, including the Department, for each Visa application made by the Seller on behalf of the Buyer.

## **SCHEDULE A**

### **Master Community Declaration**

#### **1. PRELIMINARY**

##### **1.1 PREAMBLE**

Whereas the Developer is developing the land shown on the Master Plan into a real estate Master Community for residential, commercial and leisure purposes and such Master Community is subject to a Title Ownership and Management Scheme briefly described as follows:

- 1.1.1 The Master Community comprises (1) Single Ownership Plots; (2) Multi-Owned Buildings; and (3) Common Use Facilities.
- 1.1.2 Multi-Owned Buildings each comprise (1) a number of individual Units; and (2) their own Common Property occupying a Plot.
- 1.1.3 Single Ownership Plots each comprise either a Plot occupied by a villa or a terrace home and associated grounds or a Plot for single purpose retail/commercial or leisure use, e.g. guesthouse.
- 1.1.4 The Owners of Units located in a Multi-Owned Building collectively own the Common Property attaching to the Multi-Owned Building and it is the intention that each Multi-Owned Building shall be managed, administered, maintained and controlled by a Multi-Owned Building Association of which the Owners within that Multi-Owned Building shall be members.
- 1.1.5 The Common Use Facilities of the Master Community are owned by the Developer.

By this Declaration the Developer imposes upon itself all Owners and Multi-Owned Building Associations a mutually beneficial scheme for the management, administration, maintenance and control of the Master Community.

##### **1.2 GENERAL PURPOSE OF THIS DECLARATION**

The Developer is committed to ensuring that appropriate mechanisms are put into place to ensure that high standards of maintenance and use of the Master Community are preserved for the benefit of all current and future Owners. Therefore, as owner of the Common Use Facilities, the Developer hereby agrees to undertake the following obligations for the overall benefit, orderly development, management and preservation of the Master Community and its constituent parts:

- 1.2.1 To provide for the proper and mutually beneficial management, administration and control of all aspects of common interest to each Owner, including Common Use Facilities.

- 1.2.2 To establish a fund for the Expenses of the Common Use Facilities and for the proper performance of the Developer's responsibilities under this Declaration, including a provision for future expenses.
- 1.2.3 To determine and collect Service Charges for the purposes of the fund from Owners.
- 1.2.4 To enforce or assist other Owners to enforce, Owners' obligations in terms of this Declaration, the Rules and the Development Control Regulations.
- 1.2.5 To maintain and insure all Common Use Facilities according to the standards envisaged by the Developer, and where necessary, to repair and replace such Common Use Facilities.
- 1.2.6 In general:
  - (a) to ensure the maintenance and promotion of harmony in the physical and social environment of the Master Community;
  - (b) to promote and encourage Owners to maintain at all times the external appearances of their properties in a clean and tidy condition and to maintain high standards in this regard so as to ensure that the appearance of their properties are both aesthetically pleasing and desirable when viewed from the outside and further to take steps to enforce the maintenance of such standards where deemed necessary in the opinion of the Developer;
  - (c) to protect and promote the interests of the Owners, as far as the Master Community is concerned.
- 1.2.7 Where required, to administer the issuance of Clearance Certificates.
- 1.2.8 To administer the use of the Common Use Facilities.
- 1.2.9 To create suitable Rules for the management of the Master Community, including such rules and regulations of conduct as the Developer may deem necessary.
- 1.2.10 To create suitable Rules and Development Control Regulations for the control, management and use of the Master Community, including such zoning, development, construction and rules of conduct as the Developer may deem necessary.

And the Developer shall have the power to perform such acts as are necessary and reasonably required to accomplish the fulfillment of the above obligations including, but not restricted to, powers specifically contained in this Declaration.

### **1.3 BINDING INTENT**

This Declaration shall be binding upon the Developer and all Owners and shall inure for the benefit of such parties from time to time. Every Plot or Unit is sold, owned, occupied and used subject to the terms of this Declaration and this Declaration shall be registered as a restriction against the title of all Plots and Units maintained by the Land Department. If this is not possible, then every Owner of a Plot or Unit agrees, declares and undertakes for the benefit of the Developer and all other Owners that this Declaration is binding on each Plot or Unit and shall pass with each Plot or Unit and bind successors in title of every Owner.

#### **1.4 DEFINITIONS**

In this Declaration a reference to the Particulars means the Particulars of the Sale and Purchase forming part of the relative Purchase and Sale Agreement and unless inconsistent with the context, the following words and expressions shall have the meanings hereby assigned to them:

**Accounting Date** means 31<sup>st</sup> December or such other date as the Developer may nominate from time to time.

**Affiliate** means with respect to a given person, a person controlling, controlled by or under the common control with such person. For the purposes of this definition, the term "control" shall mean the ability to control, direct or materially influence the decisions, actions and/or policies of the applicable entity.

**Alienate** means to alienate any Plot or Unit and includes alienation by way of sale, transfer, exchange, grant, deed, succession, assignment, court order, insolvency or liquidation, and "alienation" shall have a corresponding meaning.

**Alteration** means any external alterations, additions or permanent decorations to any Improvement constructed on any Plot.

**Applicable Laws** means all applicable laws, rules, regulations, orders, statutes, decrees, approvals, consents, licences and ordinances, all as promulgated and amended from time to time by any:

- (i) legislative, regulatory and administrative governmental authorities of competent jurisdiction in the Emirate of Dubai or the country of the UAE, which has jurisdiction over the Master Community; and
- (ii) any courts of competent jurisdiction sitting in the Emirate of Dubai and elsewhere in the UAE.

<b>Budget</b>	means the budget of income and expenditure for each Financial Year, as more particularly set out in Clause 3.1.
<b>Civil Code</b>	means the Federal Law No. 5 of 1985 (as amended) in respect of Civil Transactions for the United Arab Emirates.
<b>Clearance Certificate</b>	means the certificate issued by the Developer that all monies due to the Developer by an Owner have been paid and that the Owner has complied with his obligations under this Declaration.
<b>Common Property</b>	means those parts of a Multi-Owned Building including the Plot and Improvements not forming part of any Unit which are intended for the use and enjoyment in common by all Owners of Units, including but not limited to all open areas, common access areas, services and facilities, the foundation, structure, roof, lift shafts, walkways, corridors, lobbies and gym, pool, vehicle parking areas and other leisure facilities (if any) within the Multi-Owned Building.
<b>Common Use Facilities</b>	means all open areas, services, facilities, roads and any associated signage and furniture, pavements, waterways, gardens, fire and safety facilities, transport access system/facilities, including road and rail systems within the Master Community, security facilities, utility and administrative buildings or areas, installations, improvements and common assets of the Master Community or any part of them that are intended for use by all Owners and that do not form part of the title of any Plot or Unit but are the residual lands and buildings owned by the Developer identified in the Master Plan, but excluding the Common Property.
<b>Declaration</b>	means this document with the Schedules attached to it as may be amended from time to time.
<b>Default Rate</b>	means an interest rate of 1% per month as may be amended from time to time, provided however such rate shall not exceed the maximum permissible rate under Applicable Laws.
<b>Deposit</b>	means the security deposit to be lodged with the Developer by an Owner, as more particularly specified in Clause 3.3.
<b>Developer</b>	means the Seller described in the Particulars.
<b>Developer's Commercial</b>	

<b>Facilities</b>	means those facilities and amenities (including clubs, spas and other leisure facilities) that, at the Developer's sole election, will not form part of the Common Use Facilities, but are owned, managed and maintained by the Developer or any of its Affiliates at its own expense and for its own profit, as more fully detailed in Clause 6.5.
<b>Development Control Regulations</b>	means the design regulations issued by the Developer from time to time.
<b>Expenses</b>	means the expenses incurred by the Developer or its Affiliates in connection with the provision and financing of all facilities, management, operation, administration, repair, maintenance, servicing and control of the Master Community, including but not limited to the items referred to in Clause 3.1.2 (a) – (j).
<b>Financial Year</b>	means a calendar year ending on an Accounting Date.
<b>Improvements</b>	mean a temporary or permanent moveable or immovable structure, which includes (but is not limited to): <ul style="list-style-type: none"> <li>(i) mechanical, electrical or other system;</li> <li>(ii) a fence;</li> <li>(iii) a mast pole or a telecommunication aerial.</li> </ul>
<b>Intellectual Property</b>	means the Logos of the Developer together with all other trademarks, service marks, trade names, logos, designs, symbols, emblems, insignia, slogans, copyrights, know-how, confidential information, drawings, plans and other identifying materials which are owned by the Developer, whether or not registered or capable of registration.
<b>Land Department</b>	means the Land Registration Department of the Government of Dubai, UAE.
<b>Legal Inheritance</b>	means that individual or those individuals, being natural persons, entitled to inherit the property of an Owner upon his death as conclusively determined by the law of the nationality of that Owner.
<b>Managing Agent</b>	means any person or body appointed by the Developer as an independent contractor, or as an employee, to undertake any of the functions of the Developer.

<b>Master Community</b>	means the entire Master Community described in the Particulars, which is to be divided into Plots and Common Use Facilities generally in accordance with the Master Plan or any amendment of it and includes all or any extensions of the Master Community from time to time.
<b>Master Plan</b>	means the plan of the Master Community attached in Schedule A as it may be amended by the Developer from time to time.
<b>Multi-Owned Building</b>	means a Plot occupied by a building in the Master Community that is divided into Units and Common Property and in respect of which a separate Multi-Owned Building Association is established, namely the Multi-Owned Buildings indicated on the Master Plan known by such names as may from time to time be ascribed to such Multi-Owned Buildings.
<b>Multi-Owned Building Association</b>	means an Association formed between the Owners of Units in a Multi-Owned Building for the purpose of administering, managing and maintaining the Common Property in that Multi-Owned Building.
<b>Occupier</b>	means any person occupying or visiting a property owned by an Owner, including such Owner's lessees, tenants, visitors, servants, agents, employees, guests, family members, clients or business associates.
<b>Owner</b>	means the owner of a Single Ownership Plot or Unit including an owner whose title registration is pending and including his heirs, successors-in-title and permitted successors and assigns and includes Occupiers or Multi-Owned Building Associations as the case may be.
<b>Participation Quota</b>	means the weighting attributed to a Plot or Unit by the Developer in its sole discretion derived by having regard to the type of use carried out on that Plot or Unit and the size of areas within that Plot or Unit (including, in the case of a Unit, any share of Common Property connected with that Unit).
<b>Plot</b>	means the land and buildings constituting a Single Ownership Plot or a Multi-Owned Building (as the case may be).
<b>Provisional Service Charge</b>	means in respect of each Financial Year, the sum fixed by the Developer as being a reasonable estimate of an Owner's Service Charge for the relevant Financial Year.

<b>Regulatory Body</b>	means any regulatory authority or entity established under Applicable Laws to manage, maintain, administer and control the Master Community or any part of it.
<b>Relevant Authority</b>	means as the context requires: <ul style="list-style-type: none"> <li>(i) the Government of the UAE;</li> <li>(ii) the Government of the Emirate of Dubai;</li> <li>(iii) any other ministry, department, local authority or entity having jurisdiction over the Master Community (including but not limited to the Jebel Ali Free Zone Authority); and</li> <li>(iv) any service provider approved by the Developer and having jurisdiction over the Master Community (including but not limited to the Dubai Electricity and Water Authority).</li> </ul>
<b>Reserve Fund</b>	bears the meaning attributed to it in Clause 3.1.1.
<b>Rules</b>	means those rules and regulations attached in Schedule B as amended from time to time under Clause 2.2.3.
<b>Schedules</b>	means the schedules attached to this Declaration as may be amended by the Developer from time to time.
<b>Service Charge</b>	means the annual service charge levied by the Developer upon an Owner for its proportionate contribution towards the Expenses allocated in accordance with the Participation Quota.
<b>Single Ownership Plot</b>	means a Plot that is registered as a single title and not divided into Units, namely the Single Ownership Plots indicated on the Master Plan.
<b>Special Levy</b>	bears the meaning attributed to it in Clause 3.1.9.
<b>Title Ownership and Management Scheme</b>	means the title ownership and management scheme for the Master Community as more particularly described in Clause 1.1.
<b>UAE</b>	means the country of the United Arab Emirates
<b>Unit</b>	means a unit or units of property (such as an apartment or shop with or without dedicated parking space) shown as

such on a plan of a Multi-Owned Building and owned by an Owner.

**Utilities** means drainage of soil and water and supply of water, sewerage, air-conditioning, electricity, gas, if applicable, telecommunications, garbage clearance or any other services appropriate to maintain the Common Use Facilities.

## **1.5 INTERPRETATION**

1.5.1 The clause headings are for convenience only and shall be disregarded in construing this Declaration.

1.5.2 Unless the context clearly indicates a contrary intention:

- (a) the singular shall include the plural and vice versa; and
- (b) a reference to any one gender shall include the other genders; and
- (c) a reference to natural persons includes legal persons and vice versa.

1.5.3 Words and expressions defined in any sub-clause shall, for the purpose of the clause to which that sub-clause forms part and in subsequent clauses, unless inconsistent with the context, bear the meaning assigned to such words and expressions in such sub-clause.

1.5.4 When any number of days is prescribed in this Declaration, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Friday or proclaimed public sector holiday in the United Arab Emirates, in which event the last day shall be the next succeeding day which is not a Friday or public holiday.

1.5.5 If any provision of this Declaration is in conflict or inconsistent with any law, the invalidity of any such provision shall not affect the validity of the remainder of the provisions of this Declaration.

1.5.6 If any provision in a definition in this Declaration is a substantive provision conferring rights or imposing obligations on any of the Owners then, notwithstanding that it is only in the definition clause of this Declaration, effect shall be given to it as if it were a substantive provision in the body of this Declaration.

1.5.7 All dates and periods shall be determined by reference to the Gregorian calendar.

1.5.8 The Preliminary and following Schedules to this Declaration are deemed to be incorporated in and form part of this Declaration:

**Schedules:**

Schedule A: Master Plan

Schedule B: Rules

**2. DUTIES & OBLIGATIONS OF THE DEVELOPER**

**2.1 MANAGEMENT FUNCTION**

The Developer shall undertake the following duties to ensure the preservation of the Common Use Facilities:

2.1.1 Develop, construct maintain, repair, improve, manage and insure the Common Use Facilities in the best interests of the Master Community and its constituent parts. In particular, but without prejudice to the generality of the foregoing, the Developer shall:

- (a) repair, redecorate, maintain and where necessary renew and improve, clean, landscape, garden and light the Common Use Facilities;
- (b) pay for all Utilities, insurance charges for the Common Use Facilities and all other charges in connection with any other services provided to or incurred in connection with the Common Use Facilities;
- (c) pay for any rates, charges, duties, taxes, assessments or outgoings of whatsoever nature imposed upon the Common Use Facilities under Applicable Laws;
- (d) employ such guards, establish, maintain and repair such comprehensive security systems, maintain such control centers for the protection of persons and property within the Common Use Facilities and install, operate and maintain such communication systems as the Developer deems fit;
- (e) employ such administrative, professional and managerial staff and other labour, and retain the services of such lawyers, accountants, architects and other professional personnel in connection with the management and maintenance of the Common Use Facilities and for the performance of the Developer's obligations under this Declaration;
- (f) procure or enter into contracts and agreements in respect of the Common Use Facilities for electricity, gas, fuel, water, telephone, cleaning, security, garbage disposal, landscaping, vermin extermination, grounds maintenance and other services or such of them as the Developer may deem necessary or desirable;

- (g) make provision for such reasonable reserves for future or deferred repair, maintenance, replacements or improvements of the Common Use Facilities as the Developer deems fit;
- (h) provide all such items of equipment, such services and facilities, and such machinery and stock-in-trade as the Developer shall from time to time deem fit to provide for the benefit of the Owners or which are appropriate for the protection of the value and quality of the Common Use Facilities;
- (i) insure the Common Use Facilities against such risks and for such sums as the Developer deems fit, provided that any such insurance in respect of the Common Use Facilities shall include full replacement insurance and public risk insurance;
- (j) undertake, or delegate to a third party, maintenance works related to Common Use Facilities for the benefit of the Master Community;
- (k) enter into any lease, license, or similar arrangement regarding any land or improvements that may be necessary to the provision of the Common Use Facilities.

2.1.2 The Developer is authorised to manage such areas, structures and/or features in addition to the Common Use Facilities within the Master Community for the overall benefit, orderly development, management and preservation of the Master Community and its constituent parts.

## **2.2 ADMINISTRATIVE FUNCTION**

The Developer shall in general take all actions necessary to control, manage and administer the Master Community for the benefit of all Owners. In particular, but without prejudice to the generality of the foregoing, the Developer shall have authority to:

- 2.2.1 Take such action as may be necessary to enforce payment of monies due to it, including Service Charges, or compliance of obligations owed to it in whatsoever capacity by the Owners.
- 2.2.2 Ensure that the Title Ownership and Management Scheme is adopted and imposed upon all parts of the Master Community.
- 2.2.3 Make and amend such Rules which are not inconsistent with this Declaration:
  - (a) for the furtherance and promotion of any of the purposes of this Declaration;
  - (b) as to what constitutes appropriate use of the Common Use Facilities, or any Plot or Unit;

- (c) as to the resolution of disputes;
- (d) as to the levy and collection of Service Charge contributions;
- (e) as to all matters pertaining to fire, health, safety and environmental protection and response;
- (f) for the better management of the Common Use Facilities and the administration and governance of the Master Community generally.

2.2.4 Unless the responsibility of a Relevant Authority and subject to Applicable Laws, make the Development Control Regulations to control and administer use and development within the Master Community and to deal with the matters contained in Clause 2.2.5 and 2.2.6 below.

2.2.5 Unless the responsibility of a Relevant Authority and subject to Applicable Laws, exercise responsibility for the issuance of all planning approvals within the Master Community and all powers of control and enforcement in relation to them including:

- (a) the review and approval of plans;
- (b) the issuance of development permits, building permits and/or licenses;
- (c) the design and siting of all parking and landscaping;
- (d) inspections;
- (e) the levy and collection of fees for the provision of the above services;
- (f) the enforcement of any and all planning and building controls, laws, rules and regulations applying to the Master Community from time to time, including but not limited to the Development Control Regulations.

2.2.6 Ensure coordination and integration of construction activities within the Master Community including:

- (a) physical site management, arrival and departure of materials, plant and equipment, the location and storage of materials, siting of site and sales offices, hoarding and other movable structures;
- (b) construction, design and development programs, in particular, to ensure the correct and timely interfacing of building constructed on a Plot with adjacent buildings;
- (c) arranging the provision of all necessary Utilities to the boundary of a Plot; and

(d) master planning.

- 2.2.7 Unless the responsibility of a Relevant Authority and subject to the Applicable Laws, erect, display and control public space advertising and all signage generally within the Common Use Facilities.
- 2.2.8 Unless the responsibility of a Relevant Authority and subject to the Applicable Laws, administer the consents required for public space advertising on or within buildings on plots.
- 2.2.9 If the Developer determines that Clearance Certificates are required under Clause 4.3, administer the issuance of Clearance Certificates.
- 2.2.10 Have the exclusive right to use the Common Use Facilities for commercial purposes and grant the use of the Common Use Facilities to third parties from time to time for ad hoc purposes under the provisions of Clause 4.1.4.

## **2.3 REGULATORY BODY**

- 2.3.1 The Developer shall exercise authority and control over all of the Common Use Facilities pursuant to which authority and control may be transferred to the Regulatory Body to be managed, administered, maintained and controlled by the Regulatory Body under the provisions of the Applicable Laws.
- 2.3.2 If, and when, the Regulatory Body has been established and authority and control of the Master Community is transferred to the Regulatory Body, the Developer will immediately cease to be responsible for any management, administration, maintenance or control of the Master Community and be released from any and all claims, losses, costs, damages or liability whatsoever, however and to whomsoever incurred or sustained arising from or in relation to the Developer's management, administration, maintenance or control of the Master Community. In the event any provision in this Declaration is inconsistent with or in conflict with any Applicable Laws, the provisions of the Applicable Laws shall prevail.

## **2.4 MANAGING AGENT**

The Developer shall have the power and be authorised from time to time to appoint a Managing Agent to control, manage, maintain and administer the Master Community and Common Use Facilities and exercise such powers and duties as may have been entrusted to the Managing Agent, including the power to collect Service Charges.

## **3. BUDGET AND SERVICE CHARGES**

### **3.1 THE BUDGET, EXPENSES AND DETERMINATION OF SERVICE CHARGES**

3.1.1 The Developer shall, at least two (2) months prior to the end of each Financial Year, prepare the Budget of estimated Expenses for the following Financial Year in respect of the Common Use Facilities and otherwise in performing its obligations under this Declaration, together with all administrative and other expenses relating to the Common Use Facilities for which the Developer is responsible, and any amount proposed to be held in reserve in respect of future maintenance, repairs or capital expenditure (the “**Reserve Fund**”).

3.1.2 Expenses shall include but not be limited to:

- (a) the costs of labour, material, equipment, supplies, third party hire, security, insurance, Utilities statutory rates, taxes and charges and professional fees, including those charged or incurred by the Managing Agent;
- (b) the cost of maintaining, cleaning and repairing the roads, footpaths and common lighting and water features in the Master Community;
- (c) the cost of operating, maintaining and repairing the Common Use Facilities in the Master Community;
- (d) the cost of refuse handling and collection for the Common Use Facilities;
- (e) the costs incurred in enforcing the Rules or the Development Control Regulations;
- (f) the costs incurred in connection with the administration and management of the Master Community;
- (g) provision for future maintenance, repairs, replacements or capital expenditure for any of the Common Use Facilities;
- (h) financing cost, rental or other costs incurred by the Developer in connection with the establishment, and maintenance of the Common Use Facilities and related infrastructure in the Master Community;
- (i) any other sum properly incurred by the Developer in connection with the Master Community including but not limited to, the cost of providing any other service which the Developer reasonably considers necessary for the purpose of complying with its management and administrative functions in accordance with this Declaration;
- (j) costs associated with establishing and maintaining the Reserve Fund.

3.1.3 In compiling the Budget:

- (a) expenses relating to the entire Master Community, for which the Developer is responsible, shall be taken into account;
  - (b) the Developer shall be responsible for such Expenses as apportioned to it in terms of the agreement referred to in Clause 6.1;
  - (c) the balance of the Expenses shall be allocated to Owners according to the Developer's assessment referred to in Clause 3.1.5;
  - (d) the costs associated with any property dedicated to and accepted by the Relevant Authority or public utility company shall be excluded from the Budget calculation;
  - (e) liability for payment of the above Service Charges to the Developer shall vest in the individual respective Owners. The authority and function to collect Service Charges from Owners may be delegated by the Developer to Multi-Owned Building Associations;
  - (f) each Multi-Owned Building Association shall apportion its own expenses to its own members according to the provisions of its constitution or rules.
- 3.1.4 The Developer shall reserve the right to prepare separate Budgets for the residential, commercial, retail and/or leisure areas of the Master Community, together with a general Budget for the overall Master Community, in order to properly reflect the different levels of costs that are reasonably required for the proper maintenance, management and administration of each type of use.
- 3.1.5 Immediately prior to the commencement of each Financial Year the Developer will send a copy of the Budget to each Owner showing the estimated Expenses for the following Financial Year and the Provisional Service Charges payable by the Owner. The Provisional Service Charges shall become due and payable by an Owner to the Developer annually in advance upon service of the Budget upon an Owner in accordance with Clause 4.14.
- 3.1.6 As soon as possible after each Financial Year, the Developer shall prepare and provide to the Owner a statement (the "Statement") showing the actual Expenses for the Financial Year referred to in the Statement duly certified by the Developer or its agent and audited by an independent firm of auditors which Statement will be conclusive evidence of all matters of fact referred to in it.
- 3.1.7 In the event that an Owner's share of the Expenses as shown in the Statement for any Financial Year:

- (a) exceeds the amount paid as a Provisional Service Charge for that period, the Owner shall pay the excess to the Developer on demand; or
  - (b) is less than the amount paid as a Provisional Service Charge for that period, the Developer shall credit the excess to the Owner against the Service Charges payable by the Owner for the following Financial Year.
- 3.1.8 If the Developer fails for whatever reason to include in any Financial Year a sum expended or liability incurred during that year, the Developer may include the sum or the amount of the liability in an account for any subsequent Financial Year.
- 3.1.9 In case of contingency, the Developer may from time to time, when necessary, levy a special charge upon the Owners in respect of any unforeseen expenses which have not been included in the Budget (the “**Special Levy**”) and such Special Levy may be made payable in one sum or in such instalments as the Developer may determine in its own discretion.

## **3.2 COLLECTION OF SERVICE CHARGES**

- 3.2.1 Each Owner, by taking transfer of title, is deemed to covenant and agree to pay the Service Charges in accordance with this Declaration.
- 3.2.2 No Owner shall enjoy the privileges of usage of the Common Use Facilities unless he shall have paid all Service Charges or other sum (if any) which may be due and payable to the Developer in terms of this Declaration.
- 3.2.3 Upon taking transfer of a Plot or Unit from the Developer, an Owner becomes liable for payment of Service Charges in respect of the unpaid portion of Service Charges for that Financial Year, excluding arrears. In respect of a subsequent transfer of a Plot or Unit, an Owner becomes liable for payment of all Service Charges due in respect of such Plot or Unit, including arrears.
- 3.2.4 If an Owner fails to pay his Service Charges in full to the Developer on the due date, the Developer may place a charge or lien on the Owner’s title and enforce payment of the Service Charge as a secured debt or otherwise institute an action for the recovery of the debt in any competent court. Owners agree that an invoice issued in the name of an Owner is conclusive proof of the debt owing and that the Owner shall have no right of set-off or counterclaim in respect of any such debt.
- 3.2.5 Where any Single Ownership Plot or Unit is owned in the joint names of more than one person, all the registered Owners of that Single Ownership Plot or Unit shall be jointly and severally liable for the due performance of any obligation to the Developer.

3.2.6 An Owner shall be liable for all legal costs, including lawyers' fees, collection commission, expenses and other charges incurred by the Developer in obtaining the recovery of Service Charge arrears or any other arrear amounts due to it, or enforcing compliance with this Declaration or any Schedule attached to it.

3.2.7 The Developer shall be entitled to charge for late payment on any amounts in arrears. Any such charge for late payment shall be calculated at the Default Rate and are recoverable from the date on which the amount is due and payable to the date of payment.

### **3.3 SECURITY DEPOSIT**

Upon transfer of ownership of a Unit or Plot to an Owner or such earlier date as is agreed upon, that Owner shall, if required by the Developer, lodge with the Developer the Deposit in an amount determined by the Developer as security for the Owner's obligations to pay Service Charges under this Declaration. The Deposit will be held by the Developer as continuing security and the Developer may apply the Deposit in whole or in part towards to satisfy each Owner's payment obligations under this Declaration. If the whole or any portion of the Deposit is so applied the Developer shall notify the Owner in writing and the Owner shall immediately reinstate the Deposit to the original amount. The Owner shall not be entitled to set off any Service Charges or other amount payable by the Owner against the Deposit. The Deposit, or balance thereof, shall be returned to the Owner upon his lawful disposition of the Plot or Unit.

## **4. OWNERS' RIGHTS AND OBLIGATIONS**

### **4.1 GENERAL**

4.1.1 Every Owner is obliged to comply with:

- (a) the provisions of this Declaration, its Schedules, and all Rules and Development Control Regulations made by the Developer under it;
- (b) any agreement concluded by the Developer insofar as such agreement may directly or indirectly impose obligations on an Owner;
- (c) any directive given by the Developer in enforcing the provisions of this Declaration.

4.1.2 The Developer and every Owner collectively shall to the best of their ability, further the objects and interests of the wider Master Community.

4.1.3 Every Owner shall be responsible for and pay for water, electricity, gas and other utility connection and consumption charges, and any property or local authority taxes levied on his Plot or Unit. In the event that any of those facilities are provided to an Owner directly by the Developer, the Owner shall settle any such consumption or usage charges on demand.

4.1.4 The Developer shall have the exclusive right to exploit the use of the Common Use Facilities for commercial purposes and grant the use of the Common Use Facilities to third parties from time to time for ad hoc purposes, to collect revenues derived from such grant and to apply the net revenues towards the costs incurred by the Developer in undertaking its obligations under this Declaration.

## **4.2 EASEMENTS**

4.2.1 Every Owner shall have the right and non-exclusive easement of use, access and enjoyment in and to the Common Use Facilities, subject to his due observance and performance of the provisions of the Declaration (including payment provisions) and any Rules made under it (including the Development Control Regulations). In particular, but without prejudice to the generality of the foregoing, the following rights are granted:

- (a) full right and liberty for Owners at all times by day or by night to go, pass and repass over and along the roads and pavements of the Master Community and to use the gardens and other open areas of the Master Community for their intended purpose;
- (b) free and uninterrupted passage and running of water, soil, electricity and other power and media transmissions serving a Unit or Single Ownership Plot of an Owner which now are or may at any time in the future be on, over or under the Master Community.

4.2.2 The Developer shall have the following easements in relation to every Plot or Unit:

- (a) full rights of access to the Plot or Unit at any time as necessary for the purpose of constructing, removing, altering, maintaining and repairing the Common Use Facilities or Utilities supplying them, including but not limited to, works to address any matter which poses a risk to the well-being of Owners, or the environment of the Master Community;
- (b) free and uninterrupted passage for all Utilities to be conveyed across a Plot or Unit in order to supply and operate the Common Use Facilities or as otherwise deemed necessary by the Developer;
- (c) right of unimpeded access to provide emergency services.

4.2.3 Any Plot or Unit shall be held, conveyed, leased, occupied, operated and used, subject to such easements or restrictions contained in this Declaration or as imposed by any Relevant Authority, each and all of which are for, and shall inure to, the benefit or burden of and shall pass with each and every part of the Plot or Unit and shall apply to and bind the legal heirs, successors in title and permitted successors or assigns of the Owner, and each of which shall constitute covenants running with the land between the respective Owners of appurtenant properties. Each of

the easements or restrictions reserved or granted in this Declaration shall exist in perpetuity and shall be appurtenant to each of the properties having a boundary line adjacent to the easements or restrictions.

- 4.2.1 Although it is intended that Owners will have the right of access and enjoyment of the roads, pathways, waterways and facilities that comprise the Common Use Facilities, every Owner acknowledges that access to some areas (including but not limited to certain waterways and other hazardous premises) may not be safe or appropriate, or may be restricted for commercial or practical reasons. The Developer shall at all times have the right to:
- (a) restrict or prohibit access to certain areas within the Common Use Facilities;
  - (b) provide rules from time to time at the Developers' sole discretion for access and the use of the waterways (including swimming) and such other rules as are necessary to ensure safe and orderly passage through the Common Use Facilities. Every Owner agrees to be bound by such rules and procure that all visitors, invitees, guests or Occupiers of the Owner are aware of and comply with them.

### **4.3 ALIENATION**

- 4.3.1 Every Owner shall, on being registered as the Owner of a Plot or Unit by way of Alienation or otherwise be bound by this Declaration as if they were a contracting party.
- 4.3.2 An Owner shall not be entitled to Alienate a Plot or Unit or any interest therein without first obtaining a Clearance Certificate. Until compliance with these formalities by the relevant Owner he will continue to be jointly and severally liable with his successor for the due performance of this Declaration even though his ownership in any Plot or Unit has been transferred to another person.
- 4.3.3 In the event an Owner is a legal entity, any change in the legal or beneficial ownership of any shares in the legal entity or any issue of new capital, or the legal rights attaching to existing capital, or any other thing which has the effect of altering the effective management or control of such legal entity, then such change shall be deemed to be an Alienation of the Plot or Unit and the Owner, prior to such change, shall be required to deliver a notice, duly signed by all the directors of such entity, to the Developer informing it of the anticipated change of shareholding and to obtain a Clearance Certificate in respect of it.

### **4.4. ALTERATIONS AND IMPROVEMENTS**

- 4.4.1 An Owner shall not undertake the construction of any Improvements on a Plot or Unit or undertake any Alterations to such Improvements without the prior written consent of the Developer. The granting or withholding of

consent shall be in the discretion of the Developer exercised in the best interests of the Master Community and neighbouring Owners. Notwithstanding any approval granted by the Developer, no Improvements or Alterations may be undertaken until any approval required from a Relevant Authority has been obtained by the Owner.

- 4.4.2 If an Owner fails to comply with the provisions of Clause 4.4.1 and such failure persists for a period of 30 (thirty) days after written notice given by the Developer, the Developer shall be entitled to remedy the failure in question in such manner as it deems fit and to recover the cost of so doing from the offending Owner.
- 4.4.3 Owners shall not use any Plot for any purposes other than its prescribed use and shall comply in all respects with the provisions of all Applicable Laws, the Development Control Regulations, the Rules and any standard Multi-Owned Building Association prescribed by the Developer (where applicable) now or from time to time in force in relation to the Plot or anything done on the Plot, as applicable and any licences or consents regulating trade activities issued by a Relevant Authority or the Developer.
- 4.4.4 An owner shall not change the use of his Plot or Unit without the prior written consent of the Developer. The granting or withholding of consent shall be in the discretion of the Developer exercised in the best interest of the Master Community and neighbouring Owners.
- 4.4.5 If at any time it is proposed to convert a Single Ownership Plot to a Multi-Owned Building, or vice versa, the prior written consent of the Developer is required. The Developer's consent shall not be unreasonably withheld if the following conditions are met:
  - (a) the plans and specifications for Improvements or Alterations required to undertake such conversion are acceptable to the Developer;
  - (b) the Title Ownership and Management Scheme is applied. For example, any conversion from a Single Ownership Plot to a Multi-Owned Building shall entail title registration of each Unit therein, the formation of a Multi-Owned Building Association and the adoption of the standard Multi-Owned Building Association Constitution prescribed by the Developer;
  - (c) the conversion will not entail a reduction in aggregate Service Charges allocated to and payable by the Owner of the Plot or Unit.

## **4.5 UTILITIES**

- 4.5.1 Every Owner shall be responsible for connection to and paying for all Utilities required in connection with his Plot or Unit.

- 4.5.2 At the Developer's option, each Owner shall purchase Utilities servicing the Master Community from the Developer or a third party operator authorised by the Developer.

#### **4.6 LICENSING**

- 4.6.1 Prior to the commencement of any retail or commercial activities whatsoever upon any Plot or Unit the Owner shall obtain a trade license, or any other licenses or permits from the Developer and/or a Relevant Authority, as the case may be.
- 4.6.2 All Owners shall comply with the conditions of licenses or approvals issued by the Developer and/or a Relevant Authority as contemplated under Clause 4.6.1 for so long as they undertake any permitted retail or commercial activities.

#### **4.7 INSURANCE**

Upon taking transfer of title to the Plot, each Owner shall carry out insurance for the following:

- 4.7.1 Full replacement cost of all Buildings, fixtures, fittings, plant, machinery and contents on such Plot against loss or damage by standard perils included within the "all risks" classification, including but not limited to, commercial general liability insurance with a minimum limit of indemnity of Dhs 10,000,000 for any one occurrence for public liability.
- 4.7.2 During any period of repair or restoration by an Owner, contractors all risk insurance covering any Improvements on the Plot, whether or under construction, being renovated or otherwise being altered.
- 4.7.3 Third party liability insurance against risks not insured by the Developer with a minimum limit of indemnity of Dhs 1,000,000 per occurrence.
- 4.7.4 Such other insurance as may from time to time be reasonably requested by the Developer.
- 4.7.5 All policies required under Clauses 4.7.1 to 4.7.4:
- (a) shall be maintained throughout the term of this Declaration without cost to the Developer;
  - (b) shall contain an endorsement providing that the Developer shall receive at least 10 (ten) business days' prior written notice of any modification, reduction or cancellation thereof;
  - (c) shall contain an endorsement providing that no act or negligence of the Owner or other occupant of the Master Community shall

affect the validity or enforceability of the insurance insofar as a mortgagee is concerned;

- (d) shall contain a waiver of subrogation against the Developer; and
- (e) shall contain deductibles which are no larger than is customary for similar policies covering similar properties in the geographic market in which the Plot or Unit is located.

4.7.6 Owners shall pay the premiums for all policies required as they become due and payable. Not later than 10 business days prior to the expiration date of each Policy, Owners shall deliver to the Developer an insurance certificate or other evidence, reasonably satisfactory to the Developer, of its renewal. Owners shall, upon request from the Developer, furnish to the Developer certificates of insurance evidencing the existence of the policies.

4.7.7 All of the AED amounts mentioned in this Clause shall be increased annually by an amount which reasonably reflects inflation in Dubai from time to time (as determined by the Developer).

#### **4.8 DEFAULT**

If any Owner fails to maintain any of the insurance required to be maintained by such Owner under this Declaration, then the Developer shall have the right (but not the obligation) to give the defaulting Owner written notice of such default specifying the particulars of it. The Owner upon receiving such a notice shall have a period of 10 (ten) days in which to cure such default. If the defaulting Owner does not cure such default within the 10 (ten) day period, the Developer may (but is not obliged to) then bill the defaulting Owner for the expense incurred.

#### **4.9 PUBLIC SPACE ADVERTISING AND SIGNAGE**

The Developer shall have the right to all public space advertising in and upon the Common Use Facilities and shall set all public signage standards and controls in the Master Community generally. The Developer shall have the right to collect revenues derived from such advertising and to apply the net revenues towards the costs incurred by the Developer in undertaking its obligations under this Declaration.

#### **4.10 PUBLIC EVENTS**

No public events may be held in or on any part of the Common Use Facilities without the prior written consent of the Developer. The Developer shall have the right, as a term of its consent, to manage and promote all such permitted public events in or upon the Common Use Facilities. The Developer shall have the right to collect revenues derived from such permitted events and to apply the net revenues towards the costs incurred by the Developer in undertaking its obligations under this Declaration. The Developer shall have the right to hold any event in or on any part of the Common Use Facilities without any cost or charge.

#### **4.11 INTELLECTUAL PROPERTY**

4.11.1 The Intellectual Property is the sole and exclusive property of the Developer and any goodwill that may develop in relation to it, whether directly or indirectly, as a result of an Owner's use of the Intellectual Property shall ensure solely to the benefit of and become the sole property of the Developer.

4.11.2 Owners shall not:

- (a) use any Intellectual Property without the express written authorisation of the Developer;
- (b) adopt or use any intellectual property that is confusingly similar or identical to or is a stimulation or imitation of any of the Intellectual Property;
- (c) at any time use or apply to register in its own name in any part of the world any of the Intellectual Property or any intellectual property so nearly resembling the Intellectual Property as to be likely to deceive or cause confusion;
- (d) use the Intellectual Property or any intellectual property confusingly similar thereto in any part of the world as part of any corporate business or trading name or style or domain name or register in its own name as a trading name or domain name any of the Intellectual Property or any intellectual property so nearly resembling them as to be likely to deceive or cause confusion.

#### **4.12 PROPRIETARY RIGHTS**

Every Owner agrees that the Logos, trade names and trade marks rights owned by the Developer, are the sole and exclusive property of the Developer, as the case may be, and that any imitation or use of any of these whatsoever, in any shape or form, by the Owner, or any other person, is expressly prohibited without the consent of the Developer. Every Owner shall indemnify and hold the Developer harmless against all claims, proceedings, costs, damages, expenses and losses in respect of any claims arising from, or otherwise and payments received therefrom in connection with the use by the Owner of the Logos without the Developer's consent

#### **4.13 LAWS AND REGULATIONS**

Each Owner shall, in its use of its Plot or Unit, comply with Applicable Laws now or from time to time in force in relation to the use of the Plot or Unit or anything done within or upon it.

#### **4.14 ADDRESS FOR SERVICE**

- 4.14.1 The address at which all documents and notices may be delivered to an Owner shall be the address of the Owner's Plot or Unit.
- 4.14.2 It shall be competent to give any notice to an Owner by hand delivery, facsimile where the Owner has advised the Developer in writing of his facsimile number, where such delivery is followed by postal or hand delivery, email where there is proof of receipt of email and registered pre-paid post.
- 4.14.3 An Owner may by notice in writing to the Developer alter his address for service, provided such new address shall be within the UAE. Such notification will be effective 14 (fourteen) days after its receipt.
- 4.14.4 Notice shall be deemed to have been properly served on the date of delivery of it to the Owner by the means outlined in Clause 4.14.2 above.

## **5. RULES**

In order to protect the interests of every Owner and to ensure the maintenance and promotion of harmony in the physical and social environment of the Master Community, every Owner shall comply with the Rules attached in Schedule B as may be amended by the Developer from time to time and the Development Control Regulations.

The Developer reserves the right to itself or its Managing Agent to take any appropriate action to enforce the provisions of the Declaration, its Rules and the Development Control Regulations which shall include the right to initiate proceedings to enforce compliance, recover damages, fine, issue penalties, restrain, correct and abate violations of them.

## **6. RELATIONSHIPS WITH DEVELOPER**

### **6.1 GENERAL**

- 6.1.1 The Developer shall be obliged to pay the following Service Charges:
- (a) the Service Charges attributable to those Plots or Units that have not yet been developed and/or sold by the Developer;
  - (b) the Service Charges attributable to those Plots and Units that the Developer shall continue to own as an Owner.
- 6.1.2 The full and proper performance of the Developer's obligations under this Declaration is conditional upon the prompt and full payment of Service Charges due to it by the Owners. The Developer reserves the right to withdraw or to vary the services that it performs under this Declaration from time to time to ensure as far as is reasonably possible that the Expenses incurred in the provision of services by the Developer do not exceed the Service Charges actually collected by the Developer.

6.1.3 The Developer shall not be liable for any error of judgment or for any mistake of fact or law or for anything which it may do or refrain from doing hereunder, except to the extent of the Developer's own wilful misconduct, gross negligence or breach of or default under this Declaration and the Owners agree to indemnify and save the Developer harmless from and against all claims, damages and costs incurred in connection with its duties hereunder, except to the extent of the Developer's wilful misconduct, gross negligence or breach of or default under this Declaration.

## **6.2 DEVELOPMENT**

The Developer shall enjoy unrestricted rights with regard to the development and marketing of the Master Community and, in particular, the right to erect signage within the Master Community, and to perform all activities normally associated with development, marketing, maintenance services and building operations as deemed necessary.

## **6.3 ALIENATION OF COMMON USE FACILITIES**

The Developer shall be entitled to sell, transfer, exchange, grant or assign any interest it may have in the Common Use Facilities at any time without the need for the consent of any Owner. The Developer need not furnish notice of such sale, transfer, encumbrance, charge, exchange, grant or assignment to the Owners and all Owners consent to any such sale, transfer, exchange, grant or assignment.

## **6.4 ASSIGNMENT OF DECLARATION**

The Developer shall be entitled to assign this Declaration, and its rights and obligations under it and all and any of them including, without limiting the generality of the foregoing, the power to collect Service Charges to third parties by way of a written assignment agreement, provided that any third party to whom this Declaration or any rights and obligations hereunder are assigned, shall be fully bound by the provisions of this Declaration in the place of the Developer. The Developer need not furnish notice of such assignment or sub-contract to the Owners and all Owners hereby consent to any such assignment.

## **6.5 DEVELOPER'S COMMERCIAL FACILITIES**

6.5.1 In addition to providing the Common Use Facilities, the Developer shall reserve the right to provide the Developer's Commercial Facilities that will be available to Owners, at their option, upon payment of charges or membership fees and upon such terms and conditions as imposed by the Developer from time to time.

6.5.2 Costs and expenses incurred and revenues derived in relation to the operation, management and administration of the Developer's Commercial Facilities are the sole responsibility, and are for the exclusive benefit of, the Developer and shall in no way be applied towards the costs

incurred by the Developer in undertaking its obligations under the Declaration.

## **6.6 CASUALTY**

- 6.6.1 In the event any or all of the Buildings or Improvements situated on the Plots are damaged or destroyed by any casualty, the Owner upon whose Plot such Buildings or Improvements were located shall promptly repair and/or reconstruct such Buildings or Improvements in accordance with the applicable provisions of this Declaration.
- 6.6.2 Upon any damage or destruction to any of the Common Use Facilities, the Developer shall restore, repair or rebuild such damaged or destroyed Common Use Facilities (or any damaged or destroyed section thereof) provided that either:
- (a) the proceeds from the insurance obtained by the Developer pursuant to Clause 2.1.1(i) cover the full replacement cost of all of the relevant Common Use Facilities;
  - (b) if Clause 6.6.2(a) does not apply, the Reserve Fund has sufficient funds (together with any insurance proceeds referred to in Clause 6.6.2(a)) to meet the full replacement cost of all relevant Common Use Facilities; or
  - (c) if Clauses 6.6.2 (a) and (b) do not apply, the Developer has received sufficient funds from Owners under a Special Levy (together with any insurance proceeds and/or funds available for use in the Reserve Fund referred to in Clauses 6.6.2(a) and (b)) to meet the full replacement cost of all relevant Common Use Facilities.

## **6.7 AMENDMENT AND FORCE OF DECLARATION**

- 6.7.1 The Developer may in its sole discretion add to, amend, substitute or repeal any provision of this Declaration within 10 (ten) years of the date upon which this Declaration comes into force.
- 6.7.2 This Declaration shall come into force and be binding on the Developer and all Owners from the date of this Declaration.

## **6.8 LIABILITY**

Neither the Developer, any Managing Agent, nor their respective shareholders, partners, members or other principals, directors, officers, employees, attorneys, agents and/or other representatives shall be liable for any damage, loss or prejudice suffered or claimed, directly or indirectly, on account of

- 6.8.1 the approval or disapproval of any plans, drawings and specifications or development applications whether or not defective;

6.8.2 the construction or performance of any work whether or not made under approved plans, drawings and specifications; or

6.8.3 the development of any part of the Master Community by an Owner

unless due to the willful misconduct of the Developer (in which case the Developer's liability shall be limited to claims for specific performance, with the exclusion of claims for damages of any sort), or any individual member thereof (in which event only those persons actually guilty of willful misconduct shall be liable).

## **7. GOVERNING LAW & JURISDICTION**

This Declaration shall be governed by the Laws of the UAE and the Laws of Dubai and any legal action or proceeding with respect to this Declaration shall be subject to the non-exclusive jurisdiction of the Courts of Dubai, UAE.

**DECLARED** by the Developer on this \_\_\_\_\_ day of \_\_\_\_\_ 2007

acting by its

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

**SCHEDULE A**

**Master Plan**

## **SCHEDULE B**

### **Use Rules and Code of Behaviour**

#### **PART A: COMMUNITY RULES**

##### **1. ESTABLISHMENT OF COMMUNITY RULES**

###### **1.1 TITLE**

The statements, procedures, regulations and requirements contained in Part A as amended from time to time will be known as the “Community Rules of the Master Community” or the “Community Rules” or “the Rules”, and such references will include the singular where applicable.

All capitalized terms and conditions in these Rules will, unless expressly stated otherwise, bear the meaning attributed to them in the Declaration of The Master Community (“Master Declaration”).

###### **1.2 AUTHORITY**

The Managing Agent as appointed from time to time by the Master Developer, is authorized to ensure compliance with these Rules by each Owner and Occupier of the Master Community, to recommend amendments to these Rules, and interpret the application of these Rules to all Community Users. (Including but not limited to their visitors, guests, contractors, employees, clients, customers and business associates) (together known as the “Community Users”).

###### **1.3 TERRITORIAL APPLICABILITY**

The Rules will apply to all use and enjoyment of land, water, facilities and structures located within the Master Community and will bind all Community Users.

###### **1.4 OBJECTIVE**

The objectives of the Rules are to regulate the use and enjoyment of land, water, facilities and structures located within the Master Community in accordance with the Master Plan, and to protect the rights of privacy and enjoyment of all Community Users whilst ensuring that high standards of architecture, landscaping, maintenance and safety are achieved and maintained.

###### **1.5 LEGITIMACY AND PURPOSE**

The Rules are given force and effect by the Master Declaration and are to be interpreted in conjunction with it. The Rules exist for the benefit of the Community Users and are designed to create an environment in which all Community Users can maximize enjoyment of their private homes and the Common Use Facilities. The Rules are created to ensure a serene, attractive and safe character and environment for the families, children, neighbours, and guests of the Master

Community and to protect the investment of all Community Users. When in doubt, common sense and courtesy will prevail.

## **1.6 RIGHTS OF PRIVACY AND ENJOYMENT**

All Community Users are entitled to the right to privacy within their own homes and the right of enjoyment and use of a clean, pleasant, attractive, safe and well-maintained community.

## **1.7 OBLIGATION TO RESPECT RIGHTS OF OTHERS**

Community Users must respect the rights of privacy and enjoyment held by their fellow Community Users.

## **1.8 INTERPRETATION**

If an issue arises concerning discrepancies, inconsistencies or ambiguities within these Rules, the Managing Agent will interpret these Rules, clarify the issue, and where appropriate, amend these Rules accordingly.

## **1.9 AMENDMENTS**

These Rules may be amended from time to time in accordance with Section 2, Administration and Procedures. Amendments must be consistent with the policies and purposes of these Rules. Amendments will come into effect at the date of adoption and from that date will form part of these Rules.

## **1.10 PUBLIC LIABILITY**

Use of and presence on the Common Use Facilities is entirely at the risk of each and every Community User. Neither the Master Developer nor the Managing Agent is responsible for any loss, damage, theft or injury to persons or property (including, but not limited to, loss of life), which may arise from use of or presence on the Common Use Facilities by Community Users.

## **2. ADMINISTRATION AND PROCEDURES**

### **2.1 POWERS AND DUTIES**

2.1.1 The Managing Agent is authorized to administer and enforce these Rules.

2.1.2 The Managing Agent will be responsible for monitoring the use of land, water, facilities and structures within the Master Community, receiving complaints, enforcing compliance with the provisions of the Rules, and the general administration of the Rules, including processing of permits and amendments.

### **2.2 BY-LAW AMENDMENTS**

Whenever necessity, general welfare or administrative requirements justifies such action, the Managing Agent may amend any part, chapter, section,

provision, standard or procedure of these Rules with the prior approval of the Board of the Managing Agent.

## **2.3 THE MAJLIS**

The Managing Agent may provide for meetings (“Majlis”) as a forum for discussing Community Users’ concerns and suggestions regarding the Master Community. The Managing Agent in its sole discretion will determine the timing and locations of the Majlis (if any). Issues raised in the Majlis will be seriously considered, both for their merit and for Master Community consensus. Final decisions will be at the sole discretion of the Managing Agent.

## **2.4 ENFORCEMENT**

### **2.4.1 Awareness**

Community Users and Managing Agent staff are encouraged to regularly view the surrounding neighbourhood to familiarize themselves with the existing structures, design intent and natural beauty of the Community, and to maintain awareness of any breach of these Rules.

### **2.4.2 Complaints**

Where any Community User breaches these Rules or otherwise inconveniences another Community User, the injured party is encouraged to notify the offending party of the breach or inconvenience in a polite and honest manner.

Where Community Users are unable to resolve disputes or complaints directly between themselves, they may refer them in writing to the Managing Agent. The forum to receive complaints or suggestions will be determined by the Managing Agent, who is empowered to make final and binding determinations where appropriate.

The Managing Agent is authorized to take action to remedy any matter that is the subject of a complaint or dispute under these Rules in any manner it deems appropriate in the circumstances, or refer such a matter to a Relevant Authority. Such referral will be at the sole expense of either the referring or offending Community User, as determined by the Relevant Authority.

### **2.4.3 Review**

The Managing Agent will review all complaints and its staff will visit the area of an alleged breach. If possible, videotape and/ or photographs will be created to document alleged non-compliance with these Rules. The Managing Agent will meet to review the facts and determine what breach(s) exist, if any, and what specific section(s) of the Rules have been breached.

### **2.4.4 Immediate Action**

If, in the opinion of the Managing Agent, a breach of these Rules exists, which threatens persons or property, or, in the reasonable opinion of the Managing Agent, is likely to cause damage to the Master Community in any way, the Managing Agent is authorized to immediately enforce these Rules.

The Managing Agent is authorized to pursue any breaches of these Rules immediately until such breaches have been corrected. This includes, but is not limited to, levying on individual Residents such penalties as the Managing Agent, acting reasonably, sees fit in the circumstances.

### **3. GENERAL RESTRICTIONS**

#### **3.1 PETS**

- 3.1.1 Undomesticated animals, including but not limited to poultry, fowl, horses, cattle, sheep, goats and swine must not be brought into or kept within the Master Community.
- 3.1.2 Subject to Rule 3.1.3, domestic animals such as, cats, birds and fish (“Pets”) may be kept as household pets within The Master Community, provided that they are not kept, bred or raised for commercial purposes, nor, as determined by the Managing Agent, kept in unreasonable quantities.
- 3.1.3 Dogs are prohibited at all times, unless approved in writing by the Managing Agent and, where relevant the Manager of the relevant Owners’ Association.
- 3.1.4 Community Users are fully responsible for their Pet at all times and any damage or nuisance caused by their Pets will be solely attributed to the Pet Community Users.
- 3.1.5 Subject to Applicable Laws, the Managing Agent is authorized to request a Relevant Authority to impound and remove any type of animal (including Pets) from the Master Community, which, in the Managing Agent’s opinion, may pose a nuisance or threat to the Community Users.

#### **3.2 DANGEROUS AND ILLEGAL ARTICLES AND ACTIVITIES**

Hunting, trapping and discharge of firearms and the use of toy guns which can inflict damage on persons or property is strictly prohibited within the Master Community, as is the storage or possession of such firearms or any explosives, hazardous chemicals or other dangerous items.

#### **3.3 DUMPING**

Dumping of ashes, trash, rubbish, sawdust, garbage, landfill, rocks, grass and landscape cuttings, solid waste and any other type of refuse or other unsightly or offensive materials is strictly prohibited within the Master Community.

Community Users are responsible, at their own cost, for the removal of all such material from the Master Community, other than household waste.

### **3.4 LITTERING AND VANDALISM**

The acts of littering, graffiti or vandalism are strictly prohibited within the Master Community and any Community User in breach of this Rule will be strictly liable for the cost of cleaning, repair or replacement of damaged or affected property.

### **3.5 SIGNAGE**

Signs, advertisements, notices or other lettering should not be exhibited, displayed, inscribed, painted or affixed to a building or its entrance or any part of the Common Use Facilities without the written Approval of the Managing Agent.

### **3.6 HOME USE**

3.6.1 Residential Plots or Units designated as such by the Development Control Regulations of the Master Community (“Residential Homes”) are to be used for residential purposes only. No business or commercial activity to which the general public is invited may be conducted within Residential Homes without prior written permission from the Managing Agent.

3.6.2 The total amount of persons residing in a Residential Home at any given time must not exceed two times the amount of bedrooms contained within that Residential Home designated as such by the Development Control Regulations of the Master Community for that Residential Home.

### **3.7 LEASING RESIDENTIAL HOMES**

Community Users are responsible for ensuring that all occupants of their Residential Homes comply with the Rules at all times.

### **3.8 SOLICITATION**

Solicitation by any person in, on or about Residential Homes for any cause, charity or any other purpose whatsoever is strictly prohibited.

### **3.9 APPLICABLE LAWS**

Community Users are prohibited from engaging in any activity that breaches Applicable Laws.

## **4 COMMON USE FACILITIES**

### **4.1 ACCESS AND USE**

4.1.1 Community Users are not permitted to operate any kind of water craft within the Waterways of the Community Use Facilities without the prior written approval of the Managing Agent.

- 4.1.2 Community Users wishing to hold private functions comprising more than 10 guests in any park or other part of the Common Use Facility must obtain the Managing Agent's prior permission in order to ensure access for other Community Users. The Managing Agent will operate a booking system in this regard. Community Users may only book such functions within the park or other area in the proximity of their residence. The Managing Agent may require the payment of a deposit when accepting the booking, which may apply towards any clearing costs or other costs arising from the function. The Community User reserving a booking will be responsible for any damage to or cleaning of the applicable park, or other area arising from their private function.
- 4.1.3 The entrances, pathways and access roads of the Master Community must not be obstructed or used for any purpose other than ingress and egress to and from Community Users' properties. Carts, carriages, chairs, tables, bicycles and other similar objects such as toys, brooms, shoes, garbage cans/bins, recycling bins and potted plants must not be stored in the Common Use Facilities.
- 4.1.4 Community Users must not engage or hire any contractor or subcontractor to perform any type of work or services to the Common Use Facilities.
- 4.1.5 Community Users must not damage, or modify any landscaping located within the Common Use Facilities.
- 4.1.6 Nothing may be altered, constructed or removed from any part of the Common Use Facilities without the prior written Approval of the Managing Agent.
- 4.1.7 Community Users must not drive any vehicle on any community facility located within the Master Community, unless in an emergency.
- 4.1.8 The plant, filtration and telephone rooms contained within the Master Community are strictly 'out of bounds' to all Community Users at all times unless access is granted specifically by the Managing Agent.

## **5 VEHICLES**

### **5.1 PARKING**

- 5.1.1 Car Parking is permitted in areas designated by the Managing Agent. Cars must not be parked on pavements, gardens, lawn areas, road verges, beaches, footpaths, landscaped areas or in front of Master Community entry drives or fire hydrants.
- 5.1.2 With the exclusion of emergency repairs and maintenance, Community Users must not carry out mechanical, painting, repair or other modifications to vehicles located upon any part of the Common Use Facilities.

- 5.1.3 The Managing Agent (or any Relevant Authority) may tow away or clamp vehicles that obstruct or hinder traffic movement, or are in any other way in breach of these Rules.

## **5.2 OPERATION**

- 5.2.1 Unless signed differently, the maximum speed limit on the roads and thoroughfares of the Master Community is 40 kilometres per hour. Community Users must comply with the applicable speed limit at all times.
- 5.2.2 Vehicles that discharge fluids or damage the streets within the Master Community in any way must be removed or repaired. Community Users are responsible for the cleanup and/or repair or the reimbursement to the Managing Agent for the cleanup and/or repair required as a consequence of such damage.

## **6 MAINTENANCE AND REPAIR**

### **6.1 GARBAGE AND UNSIGHTLY MATTERS**

- 6.1.1 Community Users must make separate arrangements, at their own cost, for collection of large and/or heavy items.
- 6.1.2 Community Users must not keep or use incinerators on their properties.

### **6.2 YARDS AND LANDSCAPING**

- 6.2.1 Community Users are solely responsible at their own expense for developing and maintaining the landscaped areas within their individual properties. Such maintenance includes keeping shrubs, trees, grass and other plantings neatly trimmed, properly cultivated and maintained, and keeping each property free of debris and maintained in such a manner as to enhance its overall appearance.
- 6.2.2 The Managing Agent, at its sole discretion, will determine an acceptable condition of landscape and yard maintenance.
- 6.2.3 Major landscape improvements must not be implemented without the Managing Agent's Approval. The Managing Agent may remove any unapproved major landscape works at the applicable Community Users' cost. Major landscape improvements include (but are not limited to) construction of irrigation systems, swimming pools or other external structural elements or works.
- 6.2.4 Community Users are prohibited from removing trees, large plants or shrubs, grass or other plantings that are detrimental to the overall appearance of each property from either the front or rear garden (irrespective of whether the Community User or the Managing Agent is responsible for the original planting) or the Common Use Facilities without the prior Approval of the Managing Agent.

- 6.2.5 Community Users are prohibited from sinking water wells anywhere within the Master Community.
- 6.2.6 In developing landscaped areas Community Users must respect adjoining Community Users' right to quiet enjoyment of their properties by ensuring that overhanging shades and the like do not adversely affect adjoining properties. Specifically, Community Users must not restrict or obstruct their neighbours' views to, along or over and waterways within the Master Community.
- 6.2.7 Community Users must not plant on or landscape any part of the Common Use Facilities without the prior Approval of the Managing Agent.
- 6.2.8 Community Users and their contracted landscape services providers are solely responsible for the disposal of green waste and must not deposit such waste anywhere within the Common Use Facilities (including waterways).

### **6.3 EXTERIOR APPEARANCE**

Subject to Rule 7 (and in particular Rule 7.1.2), Community Users must maintain at all times the exterior appearance of their properties in a manner which befits the high standard of development contained within the Master Community to the reasonable satisfaction of the Managing Agent.

## **7 ALTERATIONS AND / OR ADDITIONS**

### **7.1 PRIVATE PROPERTIES AND COMMON USE FACILITIES**

- 7.1.1 Community Users must not make modifications to structural walls (including boundary walls), interior house layout or plumbing, mechanical and electrical systems or to any part of the Common Use Facilities, without the prior written Approval of the Managing Agent. All documents detailing such changes must be approved by the Managing Agent before works commence.
- 7.1.2 Community Users must not make any modifications affecting the appearance of the exterior of any property, including but not limited to balconies, awnings, canopies, sun shades, front and rear fencing, air conditioning units and related equipment, fans, screens, gutters, storm doors, satellite dishes, external radio or TV antennae and enclosures of any kind such as gazebos, pergolas, sheds, painting of the exterior, permanent decorations (excluding holiday decorations) or any other changes without the prior written Approval of the Managing Agent. All documents detailing such changes must be approved by the Managing Agent before works commence.
- 7.1.3 Community Users must not install wiring for electrical or telephone use, air conditioning units or other such machines or equipment which is otherwise visible on the exterior of their property, without the prior written Approval of the Managing Agent.

- 7.1.4 Community Users must not carry out any work in or to any property or part of the Common Use Facilities which might impair their structural integrity, or otherwise structurally alter their composition.
- 7.1.5 As a pre-condition to Approval of any works listed in Rules 7.1.1 – 7.1.4 the Managing Agent may require that all contractors engaged by Community Users to carry out such works are fully insured and provide it with current insurance certificates and associated documentation.
- 7.1.6 All Alterations, Improvements to or constructions on Improvements on any Plot require the prior written Approval of the Managing Agent.
- 7.1.7 The Managing Agent is entitled to charge an application fee or consultation fee to process any modification or construction proposals submitted by Owners. As a condition of Approval to any applications, the Managing Agent may also require the Owner or Applicant to provide a security bond to the Managing Agent to ensure compliance with all development conditions included in any Approval granted by the Managing Agent. The terms for the provision of the security bond will be determined by the Managing Agent on a case by case basis.

## **7.2 BALCONIES**

- 7.2.1 BBQs on apartment balconies constitute a fire hazard and are not permitted without the Approval of the Managing Agent.
- 7.2.2 Community Users must not make any structural changes to their balconies without the prior written Approval of the Managing Agent.

## **7.3 POOLS AND SPAS**

Community Users are solely responsible for activities carried out on their own private property and are liable for any damage, loss or injury which may occur on their own private property, including damage, loss or injury caused by accidents in, on, or around privately owned swimming pools or spas.

## **8 TEMPORARY DECORATIVE LIGHTING**

- 8.1 Lighting decorations causing complaints from neighbouring Community Users must be turned off or removed upon request.
- 8.2 Decorative lighting for private celebrations such as weddings, parties or other events requires the Managing Agent's prior written Approval.

## **9. VISITORS**

Where physical access restrictions apply within the Master Community, Community Users are required to make prior arrangements with the Managing Agent's security for the entry of other Community Users such as their visitors,

clients, customers and trades people. Directions issued by the Managing Agent's security personnel must be followed at all times.

## **10. APPLICATIONS**

The Managing Agent may establish application procedures for the use or modification of properties within the Master Community or their surrounding landscape, and charge an appropriate fee for the assessment and processing of such application.

## **11. THE MANAGING AGENT**

The Managing Agent can be contacted by calling +971 4 390 3333, faxing +971 4 361 2673 or writing to Nakheel Asset Management at PO Box 17176, Dubai, UAE.

## **PART B: CODE OF BEHAVIOUR**

This Code of Behaviour ("Code") has been developed to promote good neighbourly relations and is for the benefit of all Community Users. All Community Users are expected to abide by the Code. Whilst the Code does not form part of the Rules and is not mandatory as such, compliance with the Code by all Community Users will ensure that the Master Community is a vibrant, enjoyable and orderly community in which to live and visit. If any part of the Code is repeatedly ignored to the detriment of other Community Users the Managing Agent reserves the right at any time to elevate that part of the Code to a mandatory status (with associated compliance enforcement consequences) by incorporating it into the Rules contained in Part A.

### **1. GENERAL RESTRICTIONS**

#### **1.1 NUISANCE ACTIVITIES**

Community Users should not undertake any nuisance, or obnoxious and offensive activities within the Master Community. Such activities include, but are not limited to, offensive noises, odours, smoke, vibrations, and obstruction of views. Further, any activities which may be or may become an annoyance or nuisance to the neighbourhood within the Master Community, or which may interfere with the right of quiet enjoyment held by any Community Users, or which may be considered inconsistent with the cultural values and sensitivities of the UAE should not be undertaken.

#### **1.2 PRIVACY**

Activities which may unreasonably interfere with a Community Users' right of privacy within his or her private home should not be undertaken. Specifically, Community Users should:

- 1.2.1 not attempt to look into a neighbouring Plot or Unit or to look into the windows of neighbouring structures; and

- 1.2.2 take reasonable measures to protect their own privacy through the design of their window treatments and landscaping, provided that such measures do not adversely impact on the overall design elements of the Master Community or otherwise contravene the Community Rules.

### **1.3 ABUSE OF MASTER COMMUNITY STAFF**

Residents are expected to treat the staff of the Managing Agent and any of its service providers in a cordial and polite manner. Verbal and/or physical abuse will not be tolerated under any circumstances and will be referred to the Relevant Authority.

### **1.4 NOISE**

Community Users should not generate loud and/or disturbing noise of any kind, including, but not limited to, noise created by pets, televisions, stereos, musical instruments, cars and motorcycle engines. However, noise from garden equipment and power tools is considered appropriate between 8:00 am to 9:00 pm Saturday to Thursday and from 9.00am to 5.00pm on Fridays and UAE public holidays, provided it is not loud and disturbing.

### **1.5 PETS**

- 1.5.1 Pets should not be permitted to create a nuisance.
- 1.5.2 Community Users should not trap or capture wild animals on, in or under the Common Use Facilities.
- 1.5.3 Any Pet excrement deposited upon any portion of the Master Community is to be promptly removed and properly disposed of in a sanitary manner by the appropriate Pet handler.
- 1.5.4 Upon a written request of any Resident, the Managing Agent will conclusively determine at its sole discretion whether:
  - (a) an animal is a Pet; or
  - (b) a Pet is a nuisance.

## **2 COMMON USE FACILITIES**

### **2.1 ACCESS AND USE**

- 2.1.1 Common Use Facilities are for the exclusive use of Community Users. Community Users are requested to limit the number of guests using or present upon the Common Use Facilities to ensure access for other Community Users at all times.
- 2.1.2 Children should be under adult supervision at all times whilst using the children's play areas within the Common Use Facilities. Community Users should be aware that play equipment may become hot during summer

months and should exercise caution when permitting children access to these areas.

- 2.1.3 Community Users should not be permitted to use the Common Use Facilities in a manner which could adversely impact on the Master Community.

### **3 VEHICLES**

#### **3.1 PARKING**

- 3.1.1 Community Users are requested to use their garages and the driveways located within their properties as the primary location for parking their vehicles. On-street parking will be reserved for visitors and should not be used for permanent parking of Community Users' vehicles. On-street parking should not block access to neighbours' residences as it is inconsiderate and a risk to public safety.
- 3.1.2 Overnight parking of any unauthorized motor vehicle is not appropriate on any street within the Master Community.
- 3.1.3 No mobile homes, caravans, trailers, shipping containers, boats, jet skis, or other recreational vehicles should be parked on the driveways or property landscape of Community Users' properties or on any of the roads or thoroughfares of the Master Community.
- 3.1.4 Oversized vehicles should not be parked on any street within the Master Community (delivery and moving vehicles excepted while performing services). An oversized vehicle is deemed to be any vehicle that does not fit into a home's garage, carport or driveway.
- 3.1.5 Inoperative vehicles should not be parked in open areas visible to other Community Users.
- 3.1.6 Community Users are responsible for ensuring their guests obey these parking guidelines.
- 3.1.7 Emergency vehicles will have unrestricted access to all areas within the Master Community when responding to Community User requests.

#### **3.2 OPERATION**

- 3.2.1 No motorized vehicle of any kind should be operated in any manner which is dangerous or noisy, or which in any other way creates a nuisance.
- 3.2.2 Operation of dirt bikes, quad bikes, sand buggies, and un-licensed motorized vehicles should not be undertaken within the Master Community. Child sized pedal or electric vehicles should be operated under adult supervision at all times.

3.2.3 All walkways located on the Common Use Facilities should remain clear at all times. Rollerblading and skateboarding should only be undertaken in designated areas.

### **3.3 COMMERCIAL VEHICLES**

Commercial vehicles should not be parked or stored within the Master Community so as to be visible to other Community Users except temporarily whilst providing a delivery or service to the Managing Agent or and Community Users. A commercial vehicle includes, but is not limited to a car, van, bus, truck, semi-trailer, tractor, or any other type of vehicle that either:

3.3.1 is equipped with external tracks or tool boxes; or

3.3.2 contains work equipment readily visible to other Community Users.

### **3.4 CONSTRUCTION VEHICLES AND MACHINERY**

The operation or temporary use of construction trailers, vans, or other trucks, machinery/equipment, construction shelters or facilities during and used exclusively in connection with the construction of any approved works by the Managing Agent is permitted.

## **4 MAINTENANCE**

### **4.1 GARBAGE AND UNSIGHTLY MATTERS**

All garbage for collection should be placed inside specific containers provided for that purpose.

### **4.2 PEST CONTROL**

Subsequent to an initial Pest Control by the Managing Agent (before handover of the property) Community Users are responsible, at their own expense, for any further pest control required within the boundaries (both internal and external) of their own property. Such pest control should comply with the standard policies and procedures issued by Relevant Authorities. Community Users are, however, encouraged to inform the Managing Agent of any pests other than ants, non-poisonous spiders, bees and wasps found on their property.

## **5 ALTERATIONS AND/ OR ADDITIONS**

### **5.1 PRIVATE PROPERTIES AND COMMON USE FACILITIES**

5.1.1 Community Users may decorate the interior of their properties without restriction.

5.1.2 All works to services should be carried out by licensed tradesmen with allowances made for additional loading to services. All construction noise, smoke, odour or vibrations should be kept to a minimum and comply with

applicable industry regulations, or in the absence of such regulations, with UK or US construction industry best practices.

## **5.2 BALCONIES**

- 5.2.1 Community Users should maintain the attractive exterior appearance of the Master Community by keeping their balconies in a clean and tidy condition.
- 5.2.2 Balconies should not be used as storage areas for any items other than seasonal furniture.
- 5.2.3 Linen, clothing, curtains, rugs, mops, laundry, and other articles should not be shaken or hung from any of the balconies or railings of Community Users' properties.

## **5.3 POOLS AND SPAS**

- 5.3.1 Community Users are encouraged to restrict access to their private swimming pools and spas by:
  - (a) erecting barriers such as fences or walls enclosing pools and spas that are at least 1.3 metres in height above ground level comprising a design which prevents young children freely moving through or over such fences; and
  - (b) erecting doors or gates providing access to pools or spas comprising self locking or self latching devices located at least 1.5 metres above ground or internal floor level (as the case may be) measured from the approach side, preventing the door or gate from being opened by a person who is unable to reach the lock or latch.

Although under the Rules, Community Users must apply to the Managing Agent for Approval to carry out such works. Such applications will not incur an application fee. Each application will be considered on its merits to balance the interests of all Community Users within the Master Community with those of the individual applicant.

- 5.3.2 Community Users should properly operate and manage their privately owned swimming pools and spas by taking all care, diligence and precautions in ensuring the safety of other Community Users within the Master Community.

## **6 TEMPORARY DECORATIVE LIGHTING**

- 6.1 Temporary holiday or festival lighting is permitted during Eid and other religious, festive and official National holidays.
- 6.2 Flashing decorative lights, or lighting that creates glare visible from outside a property should not be installed. White colour string lights are preferred.

- 6.3** Permitted decorative lighting for holidays and celebrations may be installed and illuminated ten (10) days before the holiday or celebration and must be removed not more than four (4) days after the holiday or celebration.

## **7 SAFETY AND SECURITY**

Community Users are encouraged to promote to the fullest extent possible the safety and security of the Master Community. Community Users should be vigilant and report any instance of suspicious behaviour of which they become aware to the Managing Agent, the Dubai Police or any other relevant authority.

Community Users should report all incidents of theft, vandalism and breaches of the peace to both the Managing Agent, the Dubai Police and any other relevant authority immediately upon becoming aware of such acts.

**SCHEDULE B**

**Specification**