

### Disclosure Statement

<b>Registered Developer</b>	DAMAC Development LLC		
<b>Developer Number</b>	192		
<b>Name of Project (Community)</b>	<b>Upper Crest</b>		
<b>Completion Date</b>	Completed Project		
<b>Handover Date</b>	Completed Project		
<b>Master Community</b>	Burj Khalifa District		
<b>Master Developer</b>	Emaar Properties PJSC		
<b>Execution</b>			
<b>a) Declaration and Signature of Developer</b>			
We, the undersigned, declare that the information provided in this Disclosure Statement complies with Law No. 6 of 2019 and is true, correct and complete in every respect.			
<b>b) Declaration of Property Owner</b>			
The Property Owner acknowledges that it is the Property Owner's responsibility to make any new purchaser of the Property aware of the full contents of this document, as may be amended from time to time, in the event of any sale of the Property.			
Signature: _____			
Name:			
Company Stamp:			
<b>Office Use Only</b>	<b>Examined</b>	<b>Registered</b>	<b>Number</b>

### **General Description:**

Upper Crest is a spectacular tower which comprises apartments and retail units in addition to common areas ideally located in the heart of Burj Khalifa District. The construction of the building has completed.

The development is located within the Burj Khalifa District Master Development and is bound by the terms and conditions of the governing documents for that Master Development which includes the management structure of that area.

Annual Community Charges are set by the Master Developer "Emaar Properties PJSC" paid by the "Management Entity" and billed to each unit owners. Service charges for common areas and individual units are calculated separately by the management entity, approved by RERA and are payable directly by the owner of each unit.

### **Ecological Sustainability/Rating:**

The Developer does not make any claim that the Master Development is currently ecologically sustainable, or that the Master Development has any current features, equipment or services that carry any ecological sustainability rating.

### **Restrictions on How Certain Properties May Be Used**

The following usage restrictions apply to the Properties:

**Apartment:** shall be subject to the provisions listed in Jointly Owned Property Declaration applicable to such Property and are only intended for residential accommodation purposes and may not used for any other purposes

**Retail:** A retail unit shall be used only for "permitted use" listed in the owner sales and purchase agreement and within the *overall* power and infrastructure constraints provided in and to unit listed in the sales and purchase agreement unit and subject to the relevant licenses and Local Authority approvals.

### **Parking:**

Parking Bays can be made available for owners by entering into a "separate exclusive use agreement" for car parking as allocated to their unit. Extra parking if required by the unit owner and available with the developer, are subject to payment of additional fees at the sole developer discretion.

Owners are required to pay for maintaining and management of the above facilities as part of their annual service charge.

### **Common Areas Facilities**

The following facilities are available for owners and occupiers for non-commercial use and should be used in a manner permitted in the community rules:

- High speed elevators
- Security access control and close circuit TV

### **Common Areas Furniture / Equipment**

- Lobby Furniture

The *above* is made available by the Developer without any additional charges, *however*, should the management entity wishes to replace the item, the cost shall not be borne by the Developer but it should be contributed by unit owners.

**Unit Plan:**

The respective unit plan is provided in a schedule forming a part of the sale and purchase agreement.

**Schedule of Material and Finishes:**

The respective unit features and specifications along with furniture is provided in a schedule forming a part of the sale and purchase agreement.

**Retail Units:**

All retail units are handed over by the developer to the purchaser on shell and core basis as follows:

- Exterior & interior walls, brick, block work or concrete walls- the walls will be unfinished flush pointed block work or dry wall.
- Concrete floors recessed to receive the owner screed and floor finishes.
- Concrete soffit ceiling will be provided, *however*, the suspended ceiling are to be provided by the owner.
- No permanent shop front will be provided.

*All provisions required for the specific business operations including by way of example but not limited, to, exhaust requirements, grease traps, ventilation, discharge, Fan cooling units, etc. are the sole responsibility of the owner. The purchaser should comply with all provisions of units fit out manual to be provided by the developer.*

**Services & Utility Supply Agreements:**

The following agreements for services / goods have been entered into on behalf of all owners for common areas and are subject to change based on "Management Entity" instruction:

- Maintenance Management fees.
- Public and Common area maintenance (internal & external)
- Security Services
- Pest control
- Landscaping
- Waste removal
- Reserve fund
- Municipal fees (if any) and any other fees applicable or levied over common areas
- Administration expenses
- Auditors fees
- Building Insurance Fees
- Any other charges/fees or future charges/fees *levied* on the Jointly-Owned Property.

**Arrangements for Supply of Utility Services**

For utilities supplied directly to owners the costs of these utilities are payable by the owners.

For utilities services supplied to common areas the costs of these utilities are payable by the Management Entity (as the user) and recovered from all owners as part of annual service charge.

Utility services available to occupier through approved government suppliers or through appointed supplier by the management entity:

Utility	Supplier	Metered
Water	DEWA	Sub meters for each unit, master meter for Jointly Owned Property
Electricity	DEWA	Sub meters for each unit, master meter for Jointly Owned Property
Telephone	DU/ Etisalat	Not Metered. Available to occupier upon application to supplier
Internet/Data	DU/ Etisalat	Not Metered. Available to occupier upon application to supplier
Pay TV	DU/ Etisalat	Not Metered. Available to occupier upon application to supplier
Air Conditioning	TABREED	Sub meters for each unit, master meter for Jointly Owned Property. Metered by TABREED or Equivalent (District Cooling provider) to the Developer. Individual Owners and occupiers must enter into an End user Agreement with TABREED or equivalent (District Cooling provider) for the supply of Chilled water to their unit.
Cooking Gas	Dubai registered Gas Supplier	Management Entity to get into an agreement with a Gas Supplier for the supply of gas to the building and the maintenance of the system. Sub meters for each unit, and occupiers must enter into an End user Agreement with the same supplier as finalized by the Management Entity

#### **Registration of the Sale and Purchase Agreement:**

In accordance with Dubai Law No. 13 of 2008 and Executive Counsel Decree No.6 of 2010, it is the obligation of the Developer/Property Owner to ensure that the sale and purchase agreement for the Property is registered in the Interim Real Estate Register if the Property is purchased prior to the Completion Date (i.e. off-plan), and should be registered in the permanent register for which a Title Deed will be issued by the Dubai Land Department once the Completion Date has been reached and a Completion Certificate has been issued. Any sale and purchase agreement which is not registered in the applicable registers as directed by the Dubai Land Department will be considered void.

#### **Caution:**

Although the arrangements described in this Statement have been formulated by the Developer based on its current understanding as to how the Project (precinct) will operate and how the Unit will be delivered to the Owner/Purchaser, changes to such arrangements may be necessary as a result of changes to the Applicable Laws, contractual arrangements the Developer has with other parties or if the Developer considers that changes to such arrangements are in the best interests of the Project.

Accordingly, the information contained in this Statement may be amended by the Developer in accordance with the provisions contained in this Statement, the Agreement and as otherwise may be required to comply with the Jointly Owned Property Law.”

## UPPER CREST JOINTLY OWNED PROPERTY DECLARATION

PARTICULARS SCHEDULE:			
Item	Description	Detail	
1.	Registered Owner	Damac Development LLC	
2.	Developer Number	192	
3.	Name of Project	Upper Crest, Burj Khalifa District	
4.	Escrow Account Number	AE770030010028007996245	
5.	Description of Land	Freehold	Title Reference: 242
		Plan No:	Plot:
		P.242	345-392
6.	Registered Mortgagee		
7.	EXECUTION:		
<p><b>a. Declaration and Signature of Owner</b>                      I, the undersigned, declare that the information provided in this Jointly Owned Property Declaration complies with Law No. 6 of 2019 and is true, correct and complete in every respect.</p> <p>Name: ..... Stamp: .....</p> <p>Signature: .....</p>			
<p><b>b. Declaration and Signature of Mortgagee</b>                      I, the undersigned, consent to the registration of this Jointly Owned Property Declaration.</p> <p>Name: ..... Stamp: .....</p> <p>Signature: .....</p>			
FOR OFFICIAL USE			
RECEIVING DATE			
SIGNATURE/ EMPLOYEE NAME			
REGISTERED NO			
PURCHASER DISCLOSURE			
<p>This Jointly Owned Property Declaration is in draft form and has been prepared based on the developer's understanding as to how Upper Crest will be operated and managed under the Jointly Owned Property Law (Law No. (6) of 2019). The form of this Declaration may be amended or replaced in part or in full by the Developer prior to registration with the Land Department in accordance with the sale and purchase agreement and the disclosure statement.</p>			

## Contents

1	Preliminary Matters	2
2	Name of the Owners Association	2
3	Numbering of Units	2
4	Unit Entitlements	2
5	Delivery and Use of Utility Services	2
6	Easements and Covenants	3
7	Water, Waste, Energy and any Environmental Management Conditions	4
8	Rules	4
9	Description of the Structure and Management of Project	5
10	RERA Prescribed Obligations	7
11	Restrictions on How a Particular Unit can be Used	10
12	Architectural Code and Operational Code	10
13	Restrictions on Use of Specified Parts of the Building	11
14	Special Management Arrangements	13
15	Duties and Obligations of the Owners.	13
16	Additional Duties and Obligations of the Developer	19
17	Car Parking	20
18	Deliveries	20
19	Other Matters	21
	Schedule 1 Interpretation and Definitions	22
	Schedule 2 Common area Site Plan	29
	Schedule 3 Numbering of Units and Entitlements.	33
	Schedule 4: Utilities:	41

## **PART A: COMPULSORY ITEMS**

### **1 Preliminary Matters**

- (a) Upper Crest is a jointly owned property and is comprised of 390 apartments & 7 retail units and common areas.
- (b) The owners, the occupiers and all persons having a legal interest in a unit (to the extent that this declaration and the constitution applies to such persons) are bound by the provisions contained in this declaration and the constitution as if all those persons had entered into mutual covenants to perform its terms.
- (c) In the event that there is any inconsistency between the provisions contained in this declaration and the provisions contained in the constitution, the provisions contained in the constitution shall prevail to the extent of such inconsistency.
- (d) The form of constitution is prescribed by the land department and may be varied from time to time by the land department in accordance with the jointly owned property law. The declaration is not capable of amendment by the owners association.

Pursuant to article 49 of the jointly owned property law, all rights and obligations of the owners association formed in accordance with law no. 27 of 2007 are transferred to the Management Entity.

### **2 Name of the Owners Association**

Upper Crest Owners Association.

### **3 Numbering of Units**

#### **3.1 Unit Numbering**

Each unit in the jointly owned property shall be numbered as specified in **column a** of **Schedule 3**.

### **4 Unit Entitlements**

#### **4.1 List of Entitlements**

The entitlements for the units are as specified in **Schedule 3**. The entitlements will be based on the area reflecting on the RERA electronic system (Mollak)

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

The entitlements have been calculated on the basis of area with the entitlement of each unit calculated by dividing the unit area by the total units area.

#### **4.3 Variation of Entitlements**

The entitlements may be varied at the discretion of RERA from time to time in accordance with the jointly owned property law. **Schedule 3** will be varied to record any variation and the management entity shall take all reasonable steps to register such variation.

### **5 Delivery and Use of Utility Services**

#### **5.1 Supply of Utilities**

The utilities are supplied to the building as set out in **Schedule 3**.

#### **5.2 Utility Services not separately metered**

In the case of utility services which are not separately metered, the owners committee may by simple resolution resolve to install separate metering, the costs of which shall be payable by the owners equally. The management entity may raise a special service charge to fund such installation after obtaining prior approval from RERA.

#### **5.3 Access to Utility Service Infrastructure**

- (a) The management entity must ensure that reasonable access to the jointly owned property is made available to the utility suppliers, to enable the reading of meters and the servicing of the utility service infrastructure and no owner may obstruct or prevent access by the utility suppliers, management entity and / or its appointed service provider to such utility service infrastructure at any time.
- (b) Subject to all applicable laws, the owners must allow the management entity and the utility suppliers reasonable access to the units for the purpose of reading the meters

and/or servicing the parts of the utility service infrastructure that do not form part of the exclusive services.

#### 5.4 **Disconnection of Supply**

- (a) Subject to all applicable laws, the management entity and/or the utility suppliers may disconnect the supply of utility services to a unit and / or the common areas if the owner or occupier (as the case may be) has not paid the management entity, and/or the utility supplier (as the case may be) its utility service costs when due and payable.
- (b) The owners and occupiers acknowledge and understand that the management entity and/or the utility suppliers may disconnect the supply of utility services to the common areas if there are insufficient funds in the general fund to pay the utility suppliers the costs of the utility service when due and payable due to the failure of the owners to pay their service charges and / or utility charge when due and payable or any other reason.

#### 5.5 **Other Utility Services**

To the extent that the management entity specifies any other suppliers of utility services for the building, the common areas and / or the units, management entity and the owners shall obtain such utility services from the nominated service providers.

### 6 **Easements and Covenants**

#### 6.1 **General Easements, Covenant and Restrictions**

- (a) An owner must adhere to the terms of the following easements, covenants and/or restrictions benefiting or burdening the building, the common areas and/or its unit:
  - (i) an easement for support and shelter benefiting and burdening the jointly owned property;
  - (ii) an easement for support and shelter benefiting and burdening each unit and the common areas; and
  - (iii) such other easements, covenants and restrictions as may be created from time to time in accordance with this declaration, and any applicable laws.
- (b) An easement, restriction or covenant over a Unit may only be created, varied or removed where the benefited and burdened owners vote in favour of the resolution.
- (c) An easement, restriction or covenant over the Common areas may only be created, varied or removed if approved by the Management Entity and subsequently approved by competent authority. Such a motion to accept such creation, variation or removal is approved by the competent authority where the benefited and burdened Owners vote in favour of the motion.
- (d) Each Owner authorises the notation of all easements, covenants, and/or restrictions burdening the Building, the Common areas and/or any Unit on the title to its Unit and/or the title to the Common areas including, without limitation, a restriction on the title that states that the Unit is subject to the "terms, conditions, covenants, rights and restrictions set out in the Jointly Owned Property Declaration, and the rules, regulations and by-laws issued in accordance therewith as may be amended from time to time".

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

- (a) Each Unit and the Common areas are benefited by and burdened with reciprocal rights of support and shelter from and to each other.
- (b) No Owner shall undertake any works to its Unit whatsoever that may detrimentally affect or otherwise interfere with another Owner's right to support and shelter of its Unit and must (subject to the provisions contained in this Declaration) maintain, repair, refurbish and/or reinstate its Unit as necessary from time to time to ensure that all other Owners' rights of support and shelter are maintained and protected at all times.
- (c) Nothing contained in this **clause 6.2** shall have the effect of requiring any Owner to undertake works to the Common areas unless otherwise required to do so under this Declaration.



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

### **7.1 Environmental Management Conditions**

- (a) The Management Entity and the Owners must comply with this Declaration, all applicable Laws and the requirements of any Relevant Authority with respect to any waste management, water and energy efficiency measures or other environmental management conditions with respect to the Building, the Common areas and any Unit.
- (b) The Management Entity must take positive steps to ensure that Utility Services supplied to the Units and Common areas are used economically and in a way that is sustainable to the environment, including where possible:
  - (i) the use of separate metering for Utility Services;
  - (ii) the issue of guidelines for minimising the use and wastage of those Utility Services; and
  - (iii) the provision of disincentives for any failure to observe those guidelines.
- (c) The Management Entity must take positive steps to:
  - (i) recycle waste and to encourage Owners and Occupiers to recycle waste;
  - (ii) facilitate such recycling by arranging for separate collection of different types of waste; and
  - (iii) have such waste collected by relevant recycling agencies.
- (d) An Owner must use its best endeavours to:
  - (i) use Utility Services in an economical and non-wasteful manner; and
  - (ii) recycle waste, particularly in accordance with any policies and directions of the Management Entity.
- (e) The Management Entity must when replacing items of machinery, plant or equipment give due consideration to using replacement items that are efficient in their use of water and electricity. Where a more efficient replacement item is more expensive, the Management Entity must give due consideration to the benefits of any reductions in operating costs of such replacement item over the medium to longer term.
- (f) When procuring goods and services the Management Entity must give due consideration to companies committed to environmental sustainability.

## **8 Rules**

### **8.1 Compliance with Building Rules**

- (a) The Owners and Occupiers must fully comply with the Building Rules and the directions of the Management Entity at all times.
- (b) The Management Entity must use all reasonable endeavours to enforce the Building Rules on behalf of the Owners Association.
- (c) A breach of the Building Rules by an Owner or Occupier shall be considered to also be a breach of the Owner's or Occupier's obligations under this Declaration.

### **8.2 Building Rules**

- (a) By simple resolution, the owners committee may make (or vary from time to time) additional rules with respect to the use and enjoyment of the common areas provided always such rules do not conflict with this declaration, the building rules or the master community declaration. When the owners committee makes building rules it must take into account the nature of the building, owners' and occupiers' interests.
- (b) The owners must fully comply with all building rules and the directions of the management entity at all times.

### **8.3 Service of Building Rules**

All Building Rules (or variations to the Building Rules) made by the Management Entity must be made in writing and served upon the Owners.

### **8.4 Consistency of Building Rules**

All Building Rules and variations to the Building Rules must be consistent with this Declaration, and all applicable laws. If a Rule is inconsistent with this Declaration, the

Building Rules or Applicable Laws, then the provisions of this Declaration, the Building Rules and all Applicable Laws prevail to the extent of the inconsistency.

8.5 **Effect of Building Rules**

A Building Rule (or variations to the Building Rule) made by the Management Entity applies as though it is set out in full in this Declaration.

9 **Description of the Structure and Management of Project**

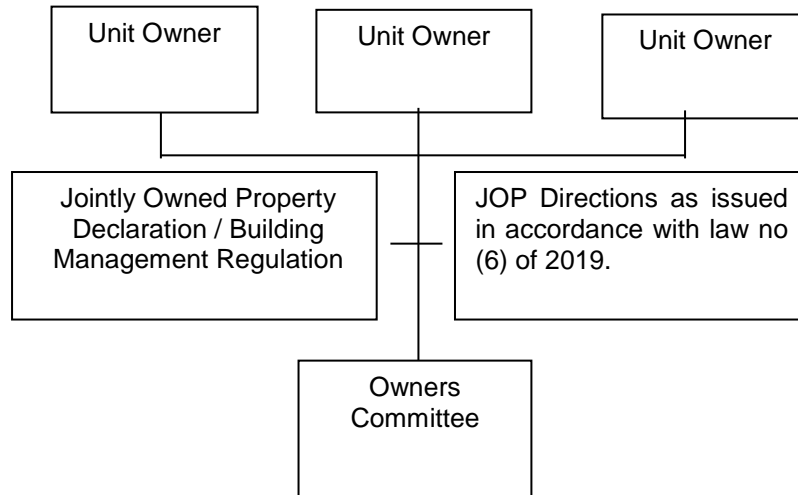
9.1 **Structure of the Project**

- (a) This Declaration applies to the Jointly Owned Property which is located within the Building.
- (b) The Units and the Common areas together comprise the Jointly Owned Property.
- (c) All Owners must comply at all times with the provisions contained in this Declaration and / or applicable laws and must proportionally contribute to the expense of managing, operating, maintaining and repairing the Common areas in the form of Service Charges.
- (d) The Building is located within the Master Community. All Owners must comply at all times with the provisions contained in the Master Community Declaration and must proportionally contribute to the expense of managing the operation, maintenance and repair of the shared areas and common use facilities within the Master Community in the form of Master Community Service Charges (if levied directly by the master developer to the unit).

## 9.2

### Management Structure

The management structure for **Upper Crest** may be depicted as follows:



## 9.3

### The Management Entity

- (a) RERA / Developer must appoint (and at all times engage) a Management Entity to manage the Jointly Owned Property and guide the Owners Committee with the performance of its functions. The Management Entity must manage the administrative, secretarial and financial affairs of the jointly-owned property and monitor the performance by Suppliers of their obligations under Supply Agreements.
- (b) The Management Entity must have the relevant experience and expertise in providing management services to buildings or parts of buildings with multiple-ownership of a similar size and nature to the Jointly Owned Property.
- (c) The Owners acknowledge the benefits of engaging the Management Entity. The benefits being to ensure that:
  - (i) there is a single point of contact for community management purposes;
  - (ii) it promotes a thorough and comprehensive understanding of the Building, and the integrated nature of the development;
  - (iii) it promotes a standard approach to supervising suppliers in the performance of their contractual obligations;
  - (iv) it maintains consistent and efficient services throughout the Building for the benefit of all Owners and Occupiers;
  - (v) it achieves an effective and efficient approach to community management; and

## 9.4

### Suppliers

- (a) Any Supplier appointed by the Management Entity must be a reputable, properly qualified and licensed contractor with relevant experience and expertise in providing services to buildings or parts of buildings of a similar size and nature to the Jointly Owned Property.
- (b) The Management Entity must obtain a copy of the Supplier's licence and provide a copy to the Owners Committee if and when requested.
- (c) To ensure the efficient and consistent operation, management and maintenance of the Jointly Owned Property, the Management Entity must use all reasonable commercial endeavours to ensure that the Suppliers comply at all times with the reasonable directions of this Declaration.

## 9.5

### Exclusion of Liability

To the fullest extent possible under applicable laws, the Management Entity is not liable for the death of, or injury to an Owner, Occupier, Invitee or any other authorised or unauthorised persons or for damage to any vehicle of theirs, or for any actions, claims, costs, damages, demands, expenses, liabilities, losses, proceedings or any other liability whatsoever incurred by them in the use, whether authorised or not, of the Jointly Owned

Property including the Units and the Common areas, or in the exercise of any rights granted by this Declaration.

10 **RERA Prescribed Obligations**

10.1 **Obligations of the Developer**

10.1.1 The Developer shall, to the extent required by applicable laws:

- (a) obtain all certificates of completion or other forms of authorisation from all relevant authorities confirming that the Units, the Common areas and the Building have been built and constructed in accordance with the plans approved by the Relevant Authorities and that the Utility Services are connected;
- (b) fulfil its obligations pursuant to Applicable Laws to ensure title deeds are issued in the name of the Owners in respect of each Unit;
- (c) take all necessary steps to ensure compliance by it of the Jointly Owned Property Law and other Applicable Laws which may come into effect relating to Jointly Owned Property;
- (d) pay all Service Charges in connection with unsold Units;
- (e) ensure all agreements it has entered into on behalf of the Owners Association and / or the Management Entity are in a form and content which complies with the applicable laws;
- (f) provide full and truthful disclosure to the owners committee in connection with all matters pertaining to the Jointly Owned Property;
- (g) provide originals and where appropriate, copies, of all agreements entered into by it on behalf of the Owners Association and / or the Management Entity, warranties, certificates, indemnities and other documents and correspondence relating to the Common areas; and

10.2 **Obligations of Owners and Occupiers**

10.2.1 The Owners and Occupiers of Units must:

- (a) comply with all Applicable Laws relating to their Unit;
- (b) comply with any legal notice or direction issued to them by the Management Entity and / or competent authority.
- (c) comply with this Declaration, the Master Community Declaration, Building Rules, Architectural Code, Operational Standards and any legal notice or direction issued by the Management Entity;
- (d) ensure that any Occupier is provided with a copy of this Declaration and ensure that the Occupier is contractually bound to comply with its provisions;
- (e) to the extent necessary, permit the Management Entity or any party authorised to do relevant work on behalf of the Management Entity, access to its Unit in order to repair and/or maintain any Common areas accessible from within its Unit;
- (f) promptly provide to the Management Entity the following information, as and when there is any change:
  - (i) its address for service;
  - (ii) its contact details including telephone, mobile, email and facsimile; and
  - (iii) its emergency contact person and telephone number in Dubai; or
  - (iv) in the case of a corporation:
    - (A) the name of its Representative;
    - (B) the address of its Representative;
    - (C) the contact details including telephone, mobile, email and facsimile of its Representative; and
    - (D) any alternate Representative as it may wish to nominate and their address and contact details including telephone, mobile, email and facsimile;
  - (v) copies of any insurance policy taken out by the Owner in respect of its Unit's contents and any renewals thereof;

- (vi) copies of any tenancy contracts or renewals of tenancy contracts (including full contact details of the tenant) entered into with any tenant in relation to the Unit; and
  - (g) as and when due, pay and satisfy all financial and other obligations in accordance with this Declaration and applicable laws and regulations.
- 10.2.2 The Owners and Occupiers must not:
  - (a) do anything or take such action, the effect of which will be or will be likely to interfere with the quiet enjoyment or peaceful occupation or use of other Owners or Occupiers within the Jointly Owned Property;
  - (b) behave in any manner which is offensive or likely to cause offence to any person;
  - (c) do anything which is illegal or otherwise prohibited by law;
  - (d) change the approved use of its Unit or allow any Occupier to change the approved use of the Unit or any part thereof except in accordance with this Declaration;
  - (e) bring, enter or permit any person or thing to enter the Jointly Owned Property which may cause damage or harm to any person or thing contained within the Jointly Owned Property;
  - (f) interfere with the operation of any Utility Service or Utility Service Infrastructure;
  - (g) hang, permit to be seen or otherwise display any sign, article or clothing on any part of the exterior of any Unit or structure within the Jointly Owned Property;
  - (h) park or stand any motor vehicle, boat or other vehicle on any part of the Jointly Owned Property not designed for such purpose;
  - (i) use or interfere with fire safety equipment except in the case of an emergency or obstruct any fire exit area contained within the Jointly Owned Property;
  - (j) permit their Unit to be used for any manner which is illegal or for any purpose which may cause damage or harm the Jointly Owned Property itself or its reputation;
  - (k) operate or allow to operate any device or electronic equipment within their Unit which interferes with any appliance lawfully in use in any other area of the Jointly Owned Property, including another Unit; and
  - (l) place, attach or hang any satellite dish, aerial, security device, wires or antennae from their Unit without the prior written consent of the Management Entity (whose consent may be withheld in its absolute discretion).
- 10.3 **Obligations of the Owners Committee**
  - 10.3.1 The Management Entity shall ensure that an Owners Committee is constituted from time to time in accordance with the Jointly Owned Property Law.
  - 10.3.2 The Owners Committee and each member thereof shall ensure it complies with the provisions of the Applicable laws and regulations including the "Board Members Code of Conduct".
  - 10.3.3 The Owners Committee (through the Management Entity) shall ensure that it serves copies of any amendments to this Declaration and/or the Rules on all Owners promptly following the passing of the relevant Resolution for such amendment.
  - 10.3.4 In event of tie, the chair of the Owners Committee meeting shall have the casting vote in connection with any resolution and recommendations.
  - 10.3.5 Notice of any Owners Committee meeting may be sent by:
    - (a) hand (with notice deemed given at time of delivery);
    - (b) facsimile transmission (with notice deemed sent at the time recorded on the transmission report);
    - (c) courier (with notice deemed sent at the time of delivery); or
    - (d) email (with notice deemed sent at the time sent).
  - 10.3.6 The minutes of all owners' committee meetings must be distributed to each member and made available for review by the Owners within seven (7) days of the convening of the relevant meeting.

- 10.3.7 Any member who is in default or breach of this Declaration at the time of any meeting of the Board shall not be entitled to attend the meetings till the default / breach is rectified.
- 10.3.8 Notwithstanding anything contained in this Declaration and to the extent of the JOP law, the owners committee is responsible to ensure that the Management Entity carries out its functions under all applicable laws and this Declaration.

## **PART B:**

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

#### **11.1 Use**

An Owner must ensure that its Unit is used strictly for the Restricted Use only and in accordance with all Applicable Laws.

#### **11.2 Change of Use**

- (a) The Restricted Use of a Unit may not be changed without the prior written consent of the Management Entity and the developer (and without first obtaining any necessary licence for such use from the Relevant Authorities). The Management Entity and / or the developer may withhold its consent to any change of use should they consider, in their absolute discretion, the proposed use is not in keeping with the Building, the Jointly Owned Property or otherwise has a detrimental effect on Owners or Occupiers within the Building.
- (b) In the event that a change in the Restricted Use is consented to by the Management Entity and the Developer, the applicant Owner must also obtain the consent and any necessary licence for such use from the Relevant Authority including but not limited to Dubai Municipality, Dubai Land Department and Dubai Department of Tourism & Commerce Marketing (DTCM) and provide a copy of the same to the Management Entity and the Developer before using the Unit for the proposed change of use. All costs including but not limited to expenses, levies, charges, taxes including Value Added Tax (VAT) imposed by the Relevant Authority as a result of the change in the Restricted Use of the Unit shall be borne solely by the Owner
- (c) Any consent granted by the Management Entity and the developer may be granted subject to such conditions as the Management Entity and the developer consider appropriate, including the allocation to the Owner of any additional costs that may be incurred by the Management Entity and / or the developer arising from such change of use (such as additional Insurance premiums).

#### **11.3 Short Term Leasing**

A unit may be leased for a duration of less than twelve (12) months with the prior written consent of the Management Entity and / or the developer (whose consent may be withheld in its absolute discretion) subject to fulfilling all conditions and requirements laid down by competent authorities and paying relevant fees to the respective competent authorities.

#### **11.4 Registration of Tenancy Contracts & Payment of Service Charges**

- (a) Any & all tenancy contracts entered into by Owners in respect of their Unit must be registered with the Relevant Authorities in accordance with Applicable Laws.
- (b) Owners must provide the Management Entity with copies of all such tenancy contracts or renewals to be held by the Management Entity on behalf of the Owners Association. If the Management Entity is not provided with a copy of an Owner's tenancy contract and has not been provided with a Service Charge Payment Confirmation confirming that the Owner has paid all outstanding Service Charges, the tenant may be denied access to the Building, including without limitation, access restrictions to the Common areas.
- (c) For the avoidance of doubt, an Occupier is not entitled to take possession or move into a Unit unless the Owner has complied with **clause 11.4(b)** and paid its Service Charges (and all other moneys payable under this Declaration) in full and is not otherwise in breach of its obligations under this Declaration.

#### **11.5 Number of Invitees**

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

### **12 Architectural Code and Operational Code**

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

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

## 12.2 **Architectural Code and Building Works**

The Management Entity and all Owners must at all times comply with the Architectural Code when undertaking any alteration, renovation or other works to the Common areas or the Units as the case may be.

## 12.3 **Common area Refurbishment**

- (a) The Management Entity must ensure that the Common areas are refurbished from time to time in keeping with the aesthetic standards of the remainder of the Building.
- (b) The Management Entity must strictly comply with the Jointly Owned Property Law with respect to the repair and maintenance of the Common areas and the Owners expressly authorise the Management Entity to take such reasonable steps and expend such moneys from the General Fund and Reserve Fund (as applicable) for such purpose.
- (c) Without limiting the generality of the foregoing, the owners committee must, at intervals of not less than every three (3) years (or such lesser period) commencing on the date of this Declaration, convene a meeting to discuss the state of repair of the Common areas and to consider the need for any refurbishment.
- (d) Within fourteen (14) days of such a meeting, the owners committee pursuant to **clause 12.3(c)**, must present its refurbishment proposals to the Management Entity.

## 12.4 **Operational Code**

- (a) The Building has been constructed to the standard defined in the Operational Code.
- (b) The Management Entity and the Owners must ensure that the Jointly Owned Property is maintained in such manner as to ensure compliance with and maintenance of the standard specified in the Operational Code and shall ensure that all Suppliers engaged by, or on behalf of the Owners Association to provide services to the Common areas and the Building generally have the requisite experience and expertise to provide the services for which they are engaged to such standards.
- (c) The Owners must not vote in favour of any resolution that seeks to reduce or diminish the level of services in such a manner that results in a reduction of the standard specified in the Operational Code or otherwise vote to vary the Operational Code.

## 12.5 **Amendment to the Architectural Code and Operational Standard**

The Architectural Code and the standard specified in the Operational Code may only be amended by the Management Entity in accordance and compliance to applicable law & regulations.

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

### 13.1 **General Use of Common areas**

- (a) Unless otherwise provided for and subject to such conditions as contained in this Declaration, the Common areas may be used by the Owners and the Occupiers (and their Invitees) in accordance with the Building Rules.
- (b) An Owner must not restrict or seek to restrict any other Owner's or Occupier's (or their Invitees') right of use of or access to the Common areas under this Declaration.
- (c) An Owner must keep free and unobstructed all Common areas at all times and must not place or store any items or personal items on the Common areas.
- (d) Notwithstanding **clause 13.1(a)**, the Management Entity may temporarily or permanently restrict all or any Owners and/or their Occupiers (and their Invitees) access to designated Common areas in the following circumstances:
  - (i) in the case of emergency;
  - (ii) in the event that the Management Entity requires the utilisation of an area within the Common areas from which to carry out its administrative functions and fulfil its obligations under this Declaration; and/or
  - (iii) in the event that areas are required to be cordoned off in order for a Supplier to carry out works;

provided always, in respect of any permanent restriction, the Management Entity does so by providing a 30 day notice to all owners and that such restriction does not



substantially and detrimentally affect the use and enjoyment of the Common area of any Owner or Occupier (or their Invitees).

### 13.2 **Operation and Management of the Common areas**

The Owners acknowledge that the responsibility for arranging, supervising and monitoring the operation, management, control, maintenance and repair of the Common areas is with the Management Entity.

### 13.3 **Common area Maintenance**

- (a) Many of the Building's services are highly technical and affect the Units, and/or the Common areas. As a result the Management Entity must ensure that the Common areas and common systems are maintained in accordance with the Operational Code.
- (b) The Common areas (and the furnishings and facilities contained thereon) must be repaired, maintained and replaced with equivalent or better quality materials as may be necessary to maintain, or if determined by the Management Entity as desirable, to improve the standard of the Common areas.

### 13.4 **Restricted Areas**

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

### 13.5 **Building Signage**

- (a) The Owners acknowledge that the building signage including but not limited to developer signage and any commercial signage displayed by the developer is located in the Common Areas such as signage displayed within the building and / or the building façade and that the Owners Association is responsible, at its own cost, to operate, manage, repair and maintain such media within the Common areas or upon the Building (including the Façade) in accordance with this Declaration. Such signage will not incur any charges.
- (b) The Management Entity must ensure that the building signage is operated, managed, repaired and maintained to an appropriately high standard to reflect the operational standards of the Building and must ensure that the signage is refurbished as may be necessary or desirable from time to time.

### 13.6 **Use of the Leisure Facilities**

#### 13.6.1 **Operation of Leisure Facilities**

- (a) The Leisure Facilities form part of the Common Areas and under the control and responsibility of the Management Entity.
- (b) Owners and Occupiers must strictly comply with (and must use all reasonable endeavours to ensure that Visitors comply with) all Building Rules and the directions of the Management Entity with respect to the use of the Leisure Facilities including the use of the associated facilities and equipment located within the Common Areas.
- (c) Owners and Occupiers use the Leisure Facilities at their own risk and indemnify the Management Entity, the Developer and the Owners Association against any cost or loss suffered as a result of failure to comply with the rules and directions of the Management Entity.

#### 13.6.2 **Restrictions on the use of the Leisure Facilities**

- (a) The Management Entity may temporarily close the Leisure Facilities for the purpose of undertaking any cleaning, repair or maintenance of the Leisure Facilities.
- (b) No Owner or Occupier may take on to or place any item on the Leisure Facilities without the prior written consent of the Management Entity including:
  - (i) outdoor furniture;

- (ii) pergolas, umbrellas, awnings, screens or the like;
  - (iii) structures of a temporary or permanent nature including any storage containers or the like;
  - (iv) satellite dishes, aerials, electronic devices, external stereo equipment (including external speakers and wiring);
  - (v) additional external lighting and/or security devices;
  - (vi) any barbeque or cooking equipment of any nature; and
  - (vii) personal items (except towels and items placed by the Owner or Occupier whilst using the Leisure Facilities).
- (c) The Management Entity reserves the right to exclude any person from using the Leisure Facilities should such person be in breach of this Declaration or the Operational Code relating to the Leisure Facilities.

#### 13.6.3 **Suspension of use of the Leisure Facilities**

- (a) The Management Entity may suspend an Owner's (and their Occupier's and Visitor's) use of the leisure facilities and any other associated facilities in the event that:
- (i) the Owner fails to pay all moneys due and payable to the Management Entity under this Declaration by the due date for payment; and/or
  - (ii) the Owner breaches its obligations under this Declaration and fails to rectify such breach upon notice from the Management Entity within the period specified in such notice;

for such period as any such breach is subsisting.

- (b) Any suspension of use of the leisure facilities and any other associated facilities pursuant to **clause 13.6.3(a)** is without prejudice to any other right of action of the Management Entity or Developer in respect of any breach of the Owner's obligations contained in this Declaration.

#### 13.6.4 **Succession of Owners Association by Management Entities**

Pursuant to article (49) of law 6 of 2019, all rights & obligations of owners association arising are transferred to the Management Entity.

### 14 **Special Management Arrangements**

- (a) To ensure adherence to the Operational Code & standards, the Developer has been granted by RERA the right to be appointed as the Management Entity. The Owners must not vote in favour of any Resolution that seeks to vary or diminish the Developer's rights contained in this **clause 14(a)**.

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

#### 15.1 **Obligations of the Owners.**

##### 15.1.1 **General Obligations of the Owners.**

An Owner must at all times:

- (a) comply with the provisions of this Declaration, all Applicable Laws and the rules and directives of any Relevant Authority; and
- (b) pay its Service Charges and all other amounts due to the Management Entity as and when such amounts fall due.

##### 15.1.2 **Nature of Owners Obligations**

- (a) The obligations of each of the Owners under this Declaration are several and not joint and several. Accordingly, subject to any Applicable Laws to the contrary, no Owner will incur a liability to another party by reason of the default of one or more of the other Owners.
- (b) Any provision of this Declaration imposing an obligation (positive or negative) on an Owner (other than the requirement to pay Service Charges) imposes that obligation on an Occupier as if such provision were repeated entirely in this Declaration except that the reference to "**Owner**" shall be read as a reference to "**Occupier**".
- (c) Owners must use all reasonable commercial endeavours to ensure that its Occupiers (and any Invitees) comply with all of their obligations under this Declaration and the

Management Entity may exercise any rights against each and any of the Owners or Occupiers in relation to a breach by any of them.

- (d) Where there is an Occupier of a Unit it is deemed that the Owner has assigned its rights of use and access granted to the Owner under this Declaration to that Occupier however the Owner shall remain responsible to the Management Entity with respect to such rights of use and access.

#### 15.1.3 **Nature of Owners / Occupiers Obligations (Retail Units)**

- a) Shall prohibit its employees, service suppliers, contractors and others over whom it may have control, from obstructing the entrances, exits and driveways in and to the Project and also the pedestrian footways in or to the Common Area or any appurtenances thereto.
- b) The owner and occupiers shall not permit trade vehicles while being used for delivery and pick up of merchandise to or from the Unit to be driven, parked or stopped at any place or time within the Common Area Areas except within the loading dock designated by the Management Entity or such other place or places and at such time or times as the Developer and/ or the Management Entity may specifically allow.
- c) The owner and occupiers shall not use any of the elevators in the building for the transport of its goods, merchandise, garbage or equipment of any nature whatsoever without prior approval from the Management Entity.
- d) The owner and occupiers shall not, nor by its employees or agents solicit business in the parking areas, building or common area nor hand out pamphlets or affix notices or signs to any part of the Building including the shop front.
- e) The customers and visitors of the retail unit owner / retail occupiers shall not use the parking structure or areas in the building without the prior approval from the Management Entity.
- f) The owner and occupiers shall not permit the parking or standing of delivery vehicles to interfere with the use of any driveway walk, parking area, or other areas of the Common Area.

#### 15.1.4 **Indemnity**

- (a) Each Owner:
  - (i) is liable for all things the owner does or fails to do and the consequences of the actions or failure in occupying or using its unit or the common areas, the building and the master community; and
  - (ii) releases, indemnifies and holds harmless the other owners, the owners association and the management entity (and their respective suppliers and authorised nominees), the developer (and their respective suppliers and authorised nominees) against all actions, claims, costs, damages, demands, expenses, liabilities, losses, proceedings or other liability in any way arising directly or indirectly from or otherwise in connection with:
    - (A) the owner's (and its occupiers' and invitees') occupation or use of its unit, the common areas, and any parts of the building and/or the master community; and
    - (B) any actions or omissions by the owner, its occupiers or invitees and/or any breach by the owner, its occupiers or invitees of any of its obligations under this declaration and applicable laws.
- (b) For the avoidance of doubt, no Owner shall benefit from any indemnity from another Owner where it contributed to or caused the loss, claim or liability.
- (c) For the avoidance of doubt, in this **clause 15.1.34** a reference to an Owner includes its Occupiers.

#### 15.2 **Maintenance and Repair**

##### 15.2.1 **Owner Responsible for Own Unit**

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

- (ii) maintain the exclusive services (including the structures, conduits, machinery, equipment and any other thing or service) servicing its unit at all times by, amongst other things, ensuring that those exclusive services are regularly inspected, maintained, repaired and kept in a structurally sound fully operational working condition; and
  - (iii) properly operate, maintain, repair, and whenever reasonably necessary renew or replace any fixtures or fittings within the its Unit which may, if not properly operated, maintained, repaired, renewed or replaced, have an adverse impact on the proper functioning of the common areas and / or the common systems.
- (b) in carrying out its functions in this **clause 15.2.1**, an owner must engage only licensed suppliers approved by ded and must comply with this declaration (including the architectural code and the operational code), the building rules, all applicable laws and any applicable requirements and regulations of any relevant authority.

#### 15.2.2 **Maintenance of Common areas**

- (a) The Management Entity is responsible for the maintenance, repair, refurbishment and replacement of the Common areas.
- (b) Subject to **clause 15.2.2(c)**, the costs of the Management Entity undertaking any maintenance, repair, refurbishment and replacement of the Common areas shall be payable by the Owners on the basis of their entitlements by way of Service Charges.
- (c) If any maintenance, repair, refurbishment and replacement of the Common areas is required as a result of the negligence or wilful act of an Owner (or its Occupier or Invitee) or the use, other than for the usual and restricted Use, by an Owner (or its Occupier or Invitee) of any part of the Building (excluding fair wear and tear), the costs of the Management Entity undertaking such maintenance, repairs, refurbishment and replacement of the Common areas shall be recoverable by the Management Entity from the responsible Owner as a debt payable on demand.
- (d) The Management Entity must ensure that it is prepared for any Reserve Fund Expenses. Accordingly, the Management Entity must, at intervals of three (3) years or such lesser time as the Management Entity shall determine necessary, appoint a suitably qualified, independent and licensed person to prepare a Reserve Fund Projection.
- (e) The Management Entity must review the Reserve Fund Projection at least every five (5) year to determine whether the Reserve Fund Projection remains relevant, whether any adjustments to the Reserve Fund Contributions are necessary to ensure that there are sufficient funds in the Reserve Fund to pay for the Reserve Fund Expenses and whether it is necessary to commission a further Reserve Fund Projection.
- (f) Each Owner must pay to the Management Entity its Reserve Fund Contribution as part of its Service Charges as and when such Service Charges fall due.

#### 15.2.3 **Emergency Repairs**

- (a) The Owners and Occupiers expressly authorise the Management Entity to undertake (and authorise or engage any Supplier to undertake) any Emergency Repairs to the Common areas and the Units.
- (b) The costs of the Management Entity undertaking any Emergency Repairs to a Unit shall be payable by the Owner of that Unit that required the repair unless:
  - (i) the Emergency Repairs are required as a result of the negligence or wilful act of an Owner (or its Occupier or Invitee) or the use, other than for the usual and Restricted Use, by another Owner (or its Occupier or Invitee) of any part of the Building (excluding fair wear and tear), in which case the costs of such Emergency Repairs shall be payable by the responsible Owner; or
  - (ii) the Emergency Repairs are as a result of damage caused by the failure of the Common area (or any part thereof) in which case, the cost of the Emergency Repairs shall be payable by the Owners in accordance with their Entitlements.
- (c) The costs of the Management Entity undertaking Emergency Repairs to the Common areas shall be payable by the Owners in accordance with their Entitlements unless the Emergency Repairs are required as a result of the negligence or wilful act of an Owner (or its Occupier or Invitee) or the use, other than for the usual and Restricted Use, by an Owner (or its Occupier or Invitee) of any part of the Building (excluding

fair wear and tear), in which case the costs of the Management Entity undertaking any Emergency Repairs shall be recoverable by the Management Entity from the responsible Owner as a debt payable on demand.

**15.2.4 Reporting damage or want of repair**

The Owners must report any damage or want of repair to the Common area to the Management Entity as soon as becoming aware of such damage or want of repair.

**15.2.5 Reduce disturbance**

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

**15.3 Balconies (if applicable)**

**15.3.1 Balconies form part of the Unit in which located**

The Balconies (excluding any part of the Façade and equipment used to illuminate or clean the Façade) may form part of the Units within which they are located or part of the Common Areas. The day to day cleaning, repair and general maintenance of the Balconies is the responsibility of the Owners.

**15.3.2 No Structural Works**

An Owner must not carry out any structural works on its Balcony nor otherwise alter a Balcony in any manner without the prior written consent of the Management Entity and / or the developer (which approval may be withheld in its absolute discretion) including, but not limited to:

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

**15.3.3 Maintenance of Balconies**

An Owner must:

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

**15.3.4 Items on the Balconies**

- (a) An Owner must not, without the prior written approval of the Management Entity and Master Developer, place anything on a Balcony that is not in keeping with the rest of the Jointly Owned Property and/or the Building including:
  - (i) umbrellas, awnings, screens, shutters or the like;
  - (ii) structures of a temporary or permanent nature;
  - (iii) planter boxes, garden sheds or pergolas;
  - (iv) large outdoor ornaments or plants that extend over the height of the balustrades;
  - (v) washing or laundry items;
  - (vi) satellite dishes, aerials, electronic devices, external stereo equipment (including external speakers and wiring); or
  - (vii) additional external lighting and/or security devices.
- (b) An Owner must ensure that any item approved by the Management Entity in accordance with **clause 15.3.4(a)** must:
  - (i) be appropriately weighted so as not to be affected by wind; and

- (ii) not overload the Balcony or otherwise impact upon the structure of the Building.
  - (c) The Owners shall not be entitled to place any ornaments, planter boxes, pots and the like on, or attached to, the internal or external walls of the Balconies including on any balustrade.
- 15.3.5 No Shisha or Barbeques on Balconies**
- An Owner or Occupier must not place any shisha, barbeque or cooking equipment of any nature on a Balcony nor any charcoal preparation materials, gas cylinder or flammable liquids of any kind.
- 15.4 Signage**
- (a) An Owner of a Unit must not erect any Signage on any part of the Common areas or within its Unit that is visible from the exterior of the Owner's Unit.
  - (b) Provided it is done in accordance with all Applicable Laws and in compliance with the Architectural Code, the Developer and / or the Management Entity may affix or exhibit signage on the Façade and other parts of the Building.
  - (c) The Owners acknowledge that the Intellectual Property associated with the Developer's Name and the Building Name is the sole and exclusive property of the Developer. The Owners must not use the Intellectual Property associated with the Developer's Name or the Building Name without the prior consent in writing of the Developer (which may be given or withheld in the Developer's absolute discretion).
  - (d) Commercial signage / boards that are displayed by the developer and any of his affiliated companies including signage on retails unit owned by the Developer as per the Property Owner's sale and purchase agreement cannot be removed or attract any payable fee
  - (e) The Developer may in its sole discretion remove any signage displaying the Developer's Name or the Building Name at any time.
- 15.5 Rights of Access**
- (a) Each Owner must allow and irrevocably authorises the Management Entity and / or its appointed service provider to enter and access all parts of the Jointly Owned Property and the Units (through, over or under the Jointly Owned Property and the Units) at all reasonable times upon reasonable notice (except in the case of emergency) to do all things required by this Declaration including:
    - (i) access to the Façade to undertake any cleaning, repair and/or maintenance and to carry out any other obligations under this Declaration;
    - (ii) access to secure and/or run cabling and equipment to and/or over any part of the Jointly Owned Property or a Unit as may be necessary to enable them to perform their function; and
    - (iii) access to a Balcony to remove any items placed or stored on the Balcony in contravention of this Declaration.
  - (b) Each Owner must allow and irrevocably authorises the Management Entity and / or its appointed service provider to enter any part of its Unit at all reasonable times upon reasonable notice for the purpose of reading any meter installed within the Unit relating to any Common area or which is otherwise charged by or through the Management Entity.
  - (c) No Owner may charge the Management Entity and / or its appointed service provider any fee for providing access to its Unit to do things required by this Declaration unless such access is substantial and detrimental to an Owner's use and enjoyment of its Unit and that such fee is approved by the Management Entity.
  - (d) When any party exercises its right to access parts of the Jointly Owned Property or a Unit, the Management Entity must:
    - (i) not interfere unreasonably with an Owner's or Occupier's lawful use or quiet enjoyment of its Unit or the Jointly Owned Property;
    - (ii) cause as little damage as possible to the jointly owned property and / or the Unit and any improvements on them; and

- (iii) if damage is caused as a result of the exercise of the right of access, that party must, at its own cost, restore the Unit or Jointly Owned Property as nearly as practicable to the condition it was in before the damage occurred.

**15.6 No Obstruction**

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

**15.7 Insurance**

- (a) All Owners must effect and maintain adequate and appropriate household insurance covering damages to the Unit and consequential damages to other Units or Common areas in a form approved by the Management Entity.
- (b) All insurance policies are to be taken out with a reputable insurer in the name of the Owner and must be for the full replacement value of the Unit's contents and include a specific allowance for the removal of debris.
- (c) Duplicate or certified copies of the policies and all renewal certificates and endorsement slips are to be held by the Management Entity on behalf of the Owners Association.

**15.8 Failure of Owner to Carry out its Obligations**

- (a) Subject to all Applicable Laws and in addition to any other rights the Management Entity may have, if an Owner does not carry out its obligations under this Declaration, then the Management Entity may, at the cost of the Owner payable as a debt on demand do anything reasonably necessary for the purpose of fulfilling the obligations of the Owner including:
  - (i) carrying out work on the Owner's Unit to do anything the Owner has failed to do;
  - (ii) taking any steps to prevent access to or suspend the use of any Common area / leisure facilities by any Owner or Occupier (and their Invitees) until such time as the Owner rectifies the breach;
  - (iii) taking any steps to prevent access to the common areas by any Suppliers engaged by the Owner to undertake any unauthorised work until such time as the Owner rectifies the breach;
  - (iv) removing any items that contravene this Declaration and storing them at the cost of the Owner. If not claimed within a reasonable period then such items may be disposed of by the Management Entity at their sole discretion respectively and any proceeds offset against such removal and storage costs;
  - (v) requiring the Owner to remove any unauthorised work and to reinstate the Unit or any Common area; and
  - (vi) undertaking (or engaging any Supplier to undertake) any work necessary to remove any unauthorised work and to reinstate the Unit or any Common area if not undertaken promptly by the Owner.
- (b) Except when carrying out Emergency Repairs, before exercising its rights pursuant to **clause 15.8(a)**, the Management Entity must by written notice, give the Owner a reasonable period of time, having regard to the nature of the obligation not performed, to carry out the obligation.
- (c) The costs of the Management Entity undertaking any works in accordance with this **clause 15.8** shall be a debt payable by the defaulting Owner to the Management Entity on demand.
- (d) An Owner must not vote in respect of any motion so as to prevent / diminish the Management Entity from taking any action against such Owner to enforce the provisions of this Declaration.

**15.9 Power to Impose Fines**

- (a) The Management Entity may from time to time impose fines on any Owner or Occupier who fails to comply with this Declaration, including, but not limited to, failing to strictly comply with the Building Rules.
- (b) Where the breach by the Owner or Occupier is capable of rectification to the reasonable satisfaction of the Management Entity, the Management Entity must first give the Owner or Occupier (as the case may be) notice of the breach and a

reasonable period to rectify such breach (given the nature of the breach) prior to the issuing of a fine under **clause 15.9(a)**.

- (c) The Management Entity may prepare a schedule of offences and corresponding fines which may be varied by the Management Entity from time to time provided that all fines imposed by the Management Entity are commensurate with the nature of the breach of the Owner's or Occupier's obligations under this Declaration. Such schedule of offences and fines must be notified to the Owners and Occupiers or otherwise displayed on the Common area. The Management Entity may increase the quantum of any fines in respect of any regular or repeated breaches.
- (d) The Management Entity may elect not to impose a fine (or waive the payment of a fine imposed) in respect of any breach by an Owner or Occupier in certain circumstances, as it deems appropriate at the discretion of Management Entity. Any such waiver to apply a fine or enforce payment of a fine against an Owner or Occupier does not prevent the Management Entity from applying or enforcing payment of a fine for breach against other Owners or Occupiers.
- (e) All fines imposed against an Owner or Occupier shall constitute a debt payable to the Management Entity and shall be payable within fourteen (14) days of the date of the enforcement notice issued by the Management Entity.
- (f) A failure by an Owner or Occupier to pay any fine imposed by the Management Entity under this **clause 15.9** shall further be considered to be a breach equating to a failure to pay Service Charges and the provisions in this Declaration regarding the failure of an Owner to pay Service Charges shall apply equally to such breach.

#### 15.10 **Lien over Units**

- (a) The Owners acknowledge that failure to pay Service Charges on time is a violation of the Jointly Owned Property Law and may result in civil penalties including a lien being registered against their Unit by the Management Entity.
- (b) Furthermore, subject to compliance with all Applicable Laws, continued failure to pay Service Charges may result in the legal enforcement of a lien over the Unit, which may result in a public auction of the Unit and the deduction of the outstanding Service Charges from the selling price by the Management Entity. All costs incurred by the Management Entity associated with the recovery of the service charge shall be recoverable by the Management Entity from the responsible Owner as a debt payable on demand.
- (c) In accordance with the Jointly Owned Property Law, the rights of the Management Entity to take action against an Owner in respect of unpaid Service Charges remain in force notwithstanding any transfer of ownership of the Unit from the Owner to a third party.

#### 16 **Additional Duties and Obligations of the Developer**

The Developer shall comply with its obligations under the Jointly Owned Property Law (law 6 of 2019) and all other Applicable Laws including, but not limited to, complying with the Developer's obligation to rectify any structural and non-structural defects in the Building in accordance with Article 40 of the Jointly Owned Property Law (Law 6 of 2019)



17 **Car Parking**

17.1 The Owners and occupiers of units will only be granted the right of exclusive use of that part of the Common properties identified as individual car parking spaces as allocated to their respective unit, subject to the following conditions:

- (a) The Owners have entered into a separate exclusive use agreement for car parking as allocated to their unit and subject to having paid a fee to the developer for each and every car park space.
- (b) Unsold parking that is owned and registered under the developer name, can be assigned to an owner of a unit subject to entering into a separate exclusive use agreement having paid a fee to the developer for each and every car park space.
- (c) The Management Entity continues to be responsible for the maintenance and upkeep of the Exclusive Use Car Parks, the Common Area basements and the whole car parking including maintenance of equipment and related services. The cost of which are included within the service charge fee. The developer will be responsible for paying a service fee for unsold parking.
- (d) The Management Entity, service providers and its employees and authorized representatives have rights of access as and when reasonably required for the purpose of carrying out their respective duties

17.2 **Conditions of Exclusive Use of Car Park**

- a) The Owner and /or apartment / retail occupier of the respective Unit allocated an Exclusive parking space must comply with the Building Rules and without limitation must ensure that:
  - (i) Vehicles are not parked in any parking space other than their designated car parking space or in such a manner as to obstruct, impede or inconvenience other vehicles.
  - (ii) Vehicles servicing or repairs are not carried out anywhere within the car park, basement or Common properties.
  - (iii) Vehicles are not operated in a manner that is dangerous (such as speeding), noisy or in contravention of any applicable laws.
  - (iv) They do not use or permit the use of the car park for any purpose other than parking vehicles.
  - (v) Their allocated parking space is kept clean and tidy at all times and oil spills are cleaned up.
  - (vi) No personal property is stored in the car parking space area without the written approval of the Management Entity.
- b) It is prohibited to park, stand or keep a caravan, trailer, boat, Jet Ski or other watercraft at any time within the Common Area basement and/or car parking spaces without the express and written permission of the Management Entity.
- c) Car Parking is entirely at the risk of the vehicle owner, keeper or user, who will have full responsibility for any accidents or damage to their vehicle or any other vehicle (as applicable) within the Common Area.

17.3 **Leasing of Exclusive Use - Car Park**

Each Owner shall be entitled to lease their Exclusive Use of Parking Area to an Owner or Occupier of another Unit in the Jointly Owned Property. Any lease by an Owner shall be at their own liability and may only occur where reasonable and appropriate with areas such as adjacent balconies/courtyards and other reasonable inseparable areas not being permitted.

18 **Deliveries**

When an Owner or Occupier:

- (a) Moves or transports any items in or out of the Building; or
- (b) Accepts deliveries from any third party;

they must comply with all Building Rules and directions of this Declaration.

19      **Other Matters**

19.1    **Dispute Resolution**

Any dispute between the parties arising out of the formation, performance, interpretation, nullification, termination or invalidation of this declaration or arising there from or related thereto in any manner whatsoever, shall be settled by reference to the courts of the emirate of Dubai, United Arab Emirates.

19.2    **Consent of the Management Entity**

The Management Entity and / or the owners committee may refuse its consent to any matter, where its consent is required under this Declaration or the Applicable Laws, in the event that the Owner seeking such consent is in breach of any of its obligations under this Declaration or the Applicable Laws, including the non-payment of Services Charges.

19.3    **Definitions**

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

19.4    **Interpretation**

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

## **Schedule 1**

### **Interpretation and Definitions**

#### **1 Interpretation**

In this Declaration, unless the context otherwise requires:

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

- (i) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Declaration or any part of it;
- (j) a reference to an association or body which has ceased to exist includes the association or body established in place of the association or body to serve substantially the same purposes;
- (k) a provision of this Declaration which is void or voidable by any party, unenforceable or illegal in respect of any current or future laws or regulations must be read down to the extent required to give the provision legal effect and the invalidity of any such provision shall not affect the remaining provisions contained in this Declaration;
- (l) unless expressly stated otherwise, where a party's consent is required to any thing, it shall be implied that such party shall not unreasonably withhold or delay its consent; and
- (m) any covenant by a party not to do any act or thing shall include a covenant not to suffer or permit the doing of that act or thing.

## 2 Definitions

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

<b>Applicable Laws</b>	means all laws, decrees, orders, decisions, instruments, notices, rules, regulations, requirements, codes of practice, directions, guidance, permissions, consents or licences issued by a Relevant Authority applicable to the Building, this Declaration, the Owners and/or Occupiers;
<b>Architectural Code</b>	means the architectural code for the Building (a copy of which is annexed to the Building Management Statement);
<b>Balcony</b>	means any open, enclosed or partially enclosed balcony forming part of a Unit;
<b>Owners Committee</b>	means a committee of owners in accordance with the Jointly Owned Property Law;
<b>Building</b>	means the building constructed on the Plot known as "Upper Crest" including the surrounding areas and facilities within the Plot;
<b>Building Name</b>	means "Upper Crest" the name of the Building and all logos or other marks associated therewith;
<b>Building Rules</b>	means the Building Rules of the Building.
<b>Car Park</b>	means the Car Park with all related infrastructure and facilities;
<b>Car Parking Spaces</b>	means the individual car parking spaces within the Car Park;
<b>Chairman</b>	means the chairman of the Owners Committee as designated by the Owners Committee in accordance with the Jointly Owned Property Law;
<b>Chilled Water</b>	means water supplied to the Building in a chilled state for use in the air-conditioning system of the Building;
<b>Constitution</b>	means directives issued by the Land Department in accordance with Law no. (6) of 2019 Concerning Ownership of Jointly Owned Properties in the Emirate of Dubai;
<b>Declaration</b>	means this Jointly Owned Property Declaration;
<b>Developer</b>	means Damac Development LLC ;
<b>Developer's Name</b>	means the name of the Developer and/or its affiliates and all logos or other marks associated therewith;
<b>DEWA</b>	means the Dubai Electricity and Water Authority or other applicable authority;
<b>Du</b>	means Emirates Integrated Telecommunications Company PJSC;
<b>Emergency Repairs</b>	means repairs which are required to remedy any imminent damage which in the reasonable opinion of the management entity may, if not carried out immediately, cause danger to the safety of person, the Building or any property or contents within the Building;
<b>Entitlement</b>	means an Owner's proportionate interest (in common with all other Owners) in respect of the Common areas being the proportions specified in <b>Column B</b> of <b>Schedule 3</b> ;
<b>Etisalat</b>	means the Emirates Telecommunications Corporation;
<b>Façade</b>	means the façade of the Building wherever located including all other external surfaces and features forming part of the façade (including the façade cleaning equipment);
<b>General Fund</b>	means the fund established in which contributions that are not Reserve Fund Contributions are deposited. For the avoidance of doubt, the General Fund is the operating account for the day to day operation of the Jointly Owned Property including the payment of Suppliers undertaking works that are otherwise not of a capital nature;

<b>Insurance</b>	means the insurance effected by the management entity in respect of the Jointly Owned Property and/or the Common areas in accordance with the Jointly Owned Property Law and this Declaration;
<b>Invitee</b>	means any person or entity using or occupying a Unit including the Owner's or Occupier's Suppliers, Visitors, servants, agents and employees;
<b>Jointly Owned Property</b>	means a jointly owned property as defined under the Jointly Owned Property Law;
<b>Jointly Owned Property Law</b>	means Law No. (6) of 2019 On Ownership of Jointly Owned Properties in the Emirate of Dubai, and includes the regulations and decisions issued by the chairman of the Land Department from time to time pursuant to Article 50 of such law and any other directions or regulations intended to complement such law;
<b>Land Department</b>	means the Land Department of the Government of Dubai or other applicable registry;
<b>Master Community</b>	means the entire master community known as "Burj Khalifa" developed or to be developed by the Master Developer in accordance with the master plan;
<b>Master Community Declaration</b>	means the jointly owned property declaration (or any other such governing document) registered or to be registered in respect of the Master Community;
<b>Master Community Service Charges</b>	means the amount payable by the members of the Master Community collectively to the Master Developer as the members' proportional contribution to the total expenses incurred by the Master Developer in connection with the operating, managing, maintaining, repairing, replacing, administering, controlling of and providing services to the Master Community in accordance with the Master Community Declaration;
<b>Master Developer</b>	means Emaar Properties Co LLC (and any of its affiliates) or any other entity or authority as may assume responsibility for the development, management or control of the master community from time to time (if any);
<b>Management Entity</b>	means the company / manager engaged in accordance with the jointly owned property law to manage, administer & govern the jointly-owned property.
<b>Occupier</b>	means any tenant, employee, licensee or person with any other right of possession or occupation (including any mortgagee in possession) of a Unit;
<b>Operational Code</b>	means the operational code for the Building;
<b>Owner</b>	means the owner of a Unit;
<b>Owners Association</b>	means the an association of all individual or entities that own or have legal interest in the units in the building;
<b>Restricted Use</b>	means the use of a Unit for a specific purpose, where apartment shall be used for private residential purposes only and retail units will be used for retail purposes only;
<b>Plot</b>	means the Plot specified in the Particulars Schedule;
<b>Registration</b>	means registration of the relevant document with the Land Department, " <b>Register</b> " means the process of obtaining Registration and " <b>Registered</b> " means the completion of such Registration process;
<b>Relevant Authority</b>	means the Government of the Emirate of Dubai or the UAE or any person or entity authorised by, relating to or acting in connection with the Government of the Emirate of Dubai or the UAE having any jurisdiction or authority over the Master Community or the Building, including any ministry, department, municipality, free zone authority, local authority and/or service provider including, the Dubai Municipality, RERA, the Land Department, DEWA and/or the providers

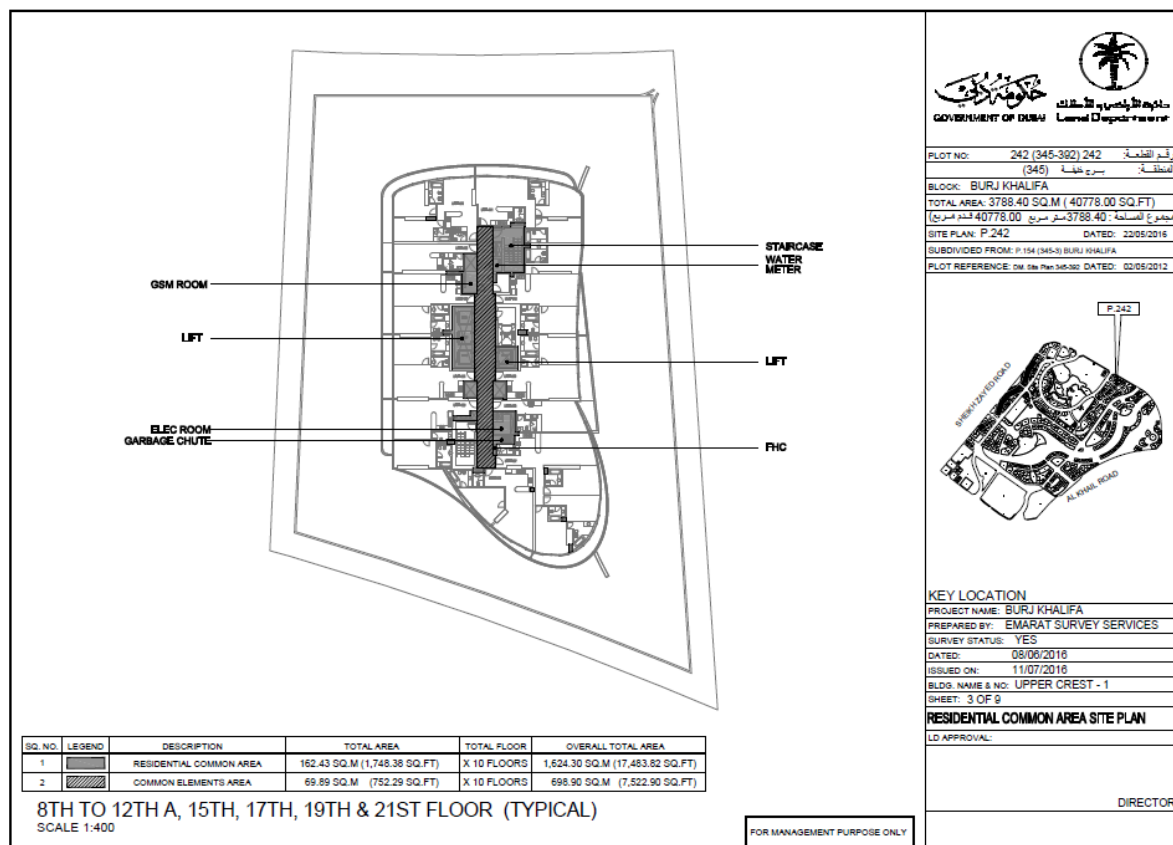
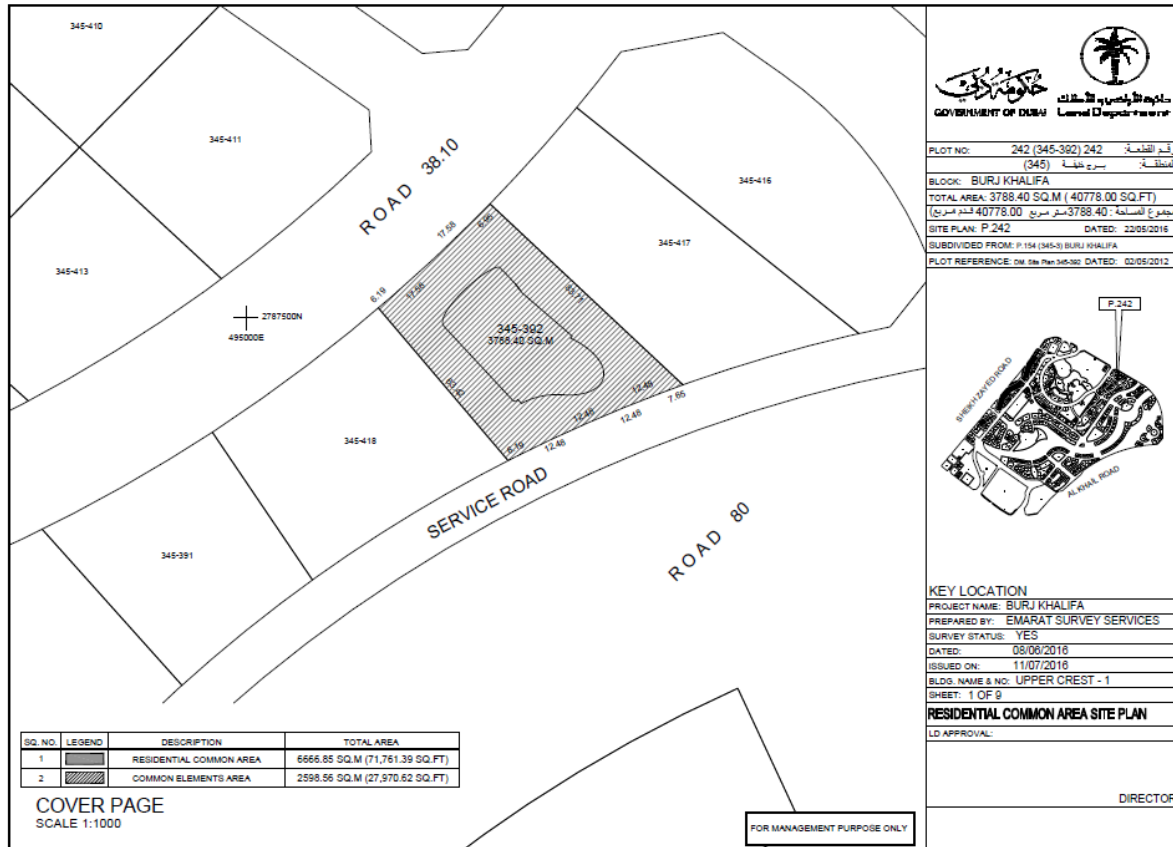
	of Utility Services;
<b>Representative</b>	means, where the owner is an entity, the owner's duly appointed individual person to represent it in all matters relating to this declaration;
<b>RERA</b>	means the Real Estate Regulatory Agency of Dubai;
<b>Reserve Fund</b>	means the fund established in which the reserve contributions are deposited in line with the jointly owned property law
<b>Reserve Fund Contribution</b>	means each owner's proportionate share of the reserve contribution calculated on the basis of entitlement;
<b>Reserve Fund Expenses</b>	means expenses of a capital and non-recurrent nature required to pay for the renewal and replacement of any common areas (and the furnishings and fittings contained thereon) anticipated to be incurred;
<b>Reserve Fund Projection</b>	means a study of the funds required to be collected from the owners over a pre-determined period from the date of the reserve fund projection in order to pay for the reserve fund expenses;
<b>Common areas</b>	means the common areas of the jointly owned property as depicted on the common areas site plan and include the internal corridors and local it and MEP rooms located in the typical apartment floors;
<b>Common area expenses</b>	<p>means all costs, expenses, fees and other outgoings incurred in operating, managing, controlling, maintaining, repairing, replacing and renewing the common areas including all costs in respect of the following expenses:</p> <ul style="list-style-type: none"> <li>(a) the cleaning, servicing, maintenance and repair costs;</li> <li>(b) the cost of consumables used in the maintenance, repair, operation, cleaning and replacement of common areas;</li> <li>(c) the cost of inspection of the common areas (if applicable) by any relevant authority;</li> <li>(d) the cost of certification of the common areas for the purposes of compliance with any applicable laws;</li> <li>(e) the cost of all insurances;</li> <li>(f) utility charges and costs incurred with respect to the utility services supplied to the common areas and/or the units;</li> <li>(g) the cost of any technology and communication services provided to the common areas;</li> <li>(h) amounts payable to the management entity pursuant to any supply agreement;</li> <li>(i) the amount (or amounts) payable to the relevant suppliers engaged by the management entity in undertaking its functions under this declaration;</li> <li>(j) reserve fund expenses; and</li> </ul> <p>all other amounts determined by the management entity to be common area expenses;</p>
<b>Common areas site plan</b>	means the plan of the common areas registered in accordance with the jointly owned property law and attached to this declaration as <b>Schedule 2</b> ;
<b>Common Systems</b>	any systems located in / under / over the units and connected to a main system where the management entity might contract directly to maintain those systems to avoid impact on the main common system and obtain the operational efficiency: example are HVAC units, plumbing fittings and pipes, electrical fixture and / or fire alarm and firefighting systems.
<b>Jointly Owned Property</b>	means the units and common areas located within plot no 345-392 (as designated by the land department) and depicted as "jointly owned

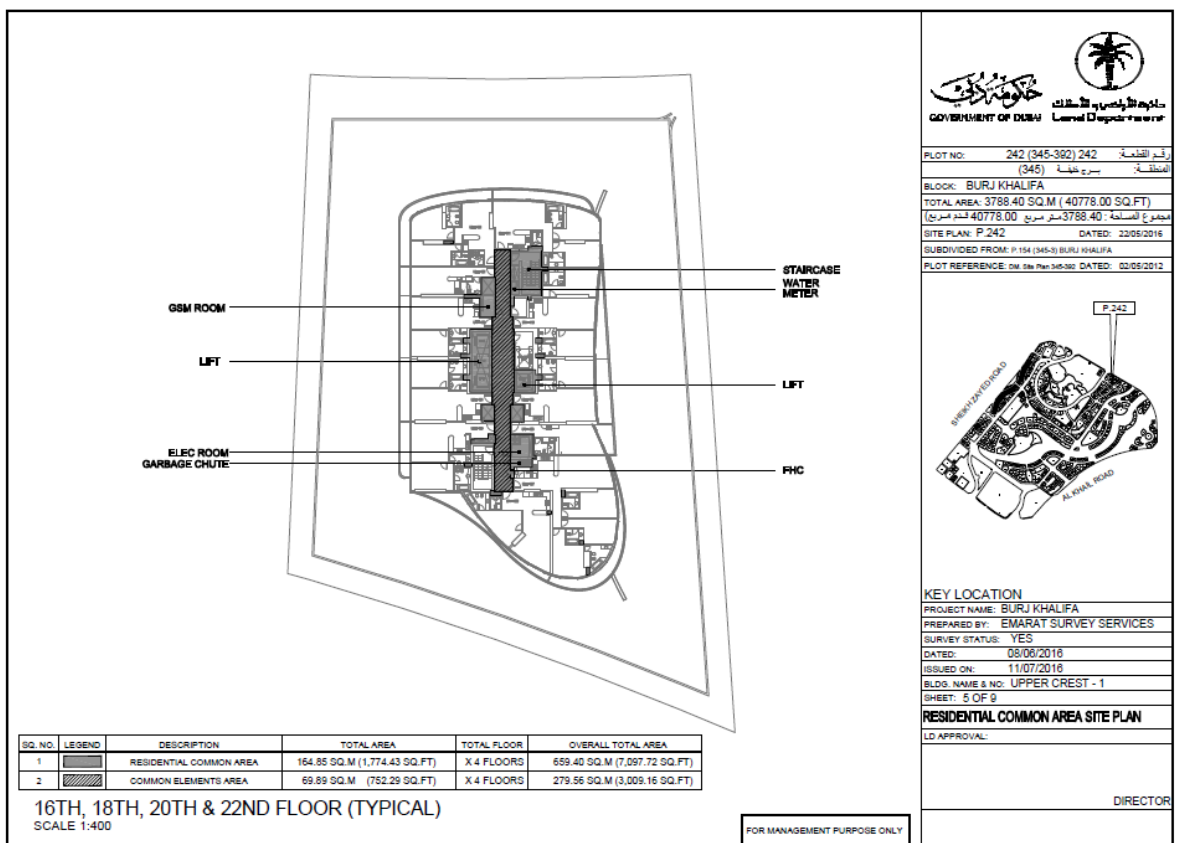
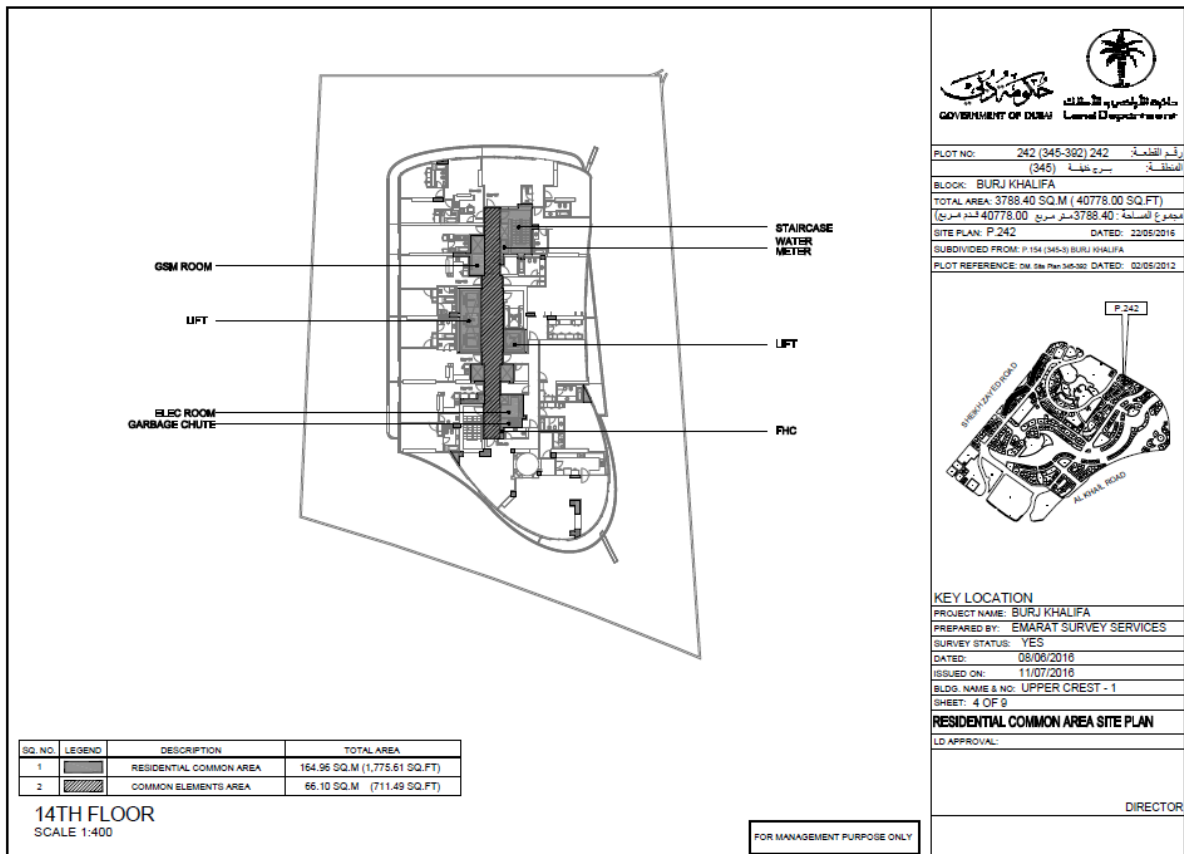
	property" on the common area site plan;
<b>Resolution</b>	means a simple resolution
<b>Restricted Areas</b>	means those parts of the common areas that house any of the building's plant or equipment or have otherwise been designated as restricted areas by the management entity
<b>Schedule</b>	means a schedule to this declaration;
<b>Service Charge Payment Confirmation</b>	means a written confirmation from the management entity confirming the owner has paid its service charges (and all other moneys payable under this declaration) and is not otherwise in breach of its obligations under this declaration;
<b>Service Charges</b>	means the owner's proportionate share of the common area expenses, determined in accordance with the entitlement of each unit;
<b>Leisure Facilities</b>	means the leisure facilities located within the common areas that are designated for leisure and are available for the use and enjoyment of the owners and occupiers including the gymnasium, swimming pools, landscaped areas and associated facilities as shown on the common area plan;
<b>Short Term Basis</b>	means a lease or license period of less than twelve (12) months;
<b>Signage</b>	means any sign, billboard, poster, placard, banner, façade advertisement or the like;
<b>Simple Resolution</b>	means a simple resolution of the owners committee in accordance with the jointly owned property law;
<b>Supplier</b>	means any consultant, tradesperson, contractor or the like who provides services to the jointly-owned property including, without limitation, operational, maintenance, repair and replacement services for the common areas or provides such services to other owners and/or occupiers in respect of a unit;
<b>Supply Agreement</b>	means an agreement entered into between the management entity (for the owners association) with a supplier;
<b>Telecommunication Service Infrastructure</b>	means the plant, equipment and systems by which the telecommunication services are supplied to the units and the common areas;
<b>Telecommunication Services</b>	means internet, telephone and television services provided to the building (or any part of the building);
<b>Telecommunication Supplier</b>	means the supplier of the telecommunication services, including du and Etisalat;
<b>Total Unit Area</b>	means the sum of the unit areas of all units in the jointly owned property;
<b>UAE</b>	means the United Arab Emirates;
<b>Unit</b>	means apartment and retail units as depicted on the relevant site plan ;
<b>Unit Area</b>	means the area of a unit calculated in accordance with the jointly owned property law including any balcony included on the title to the unit;
<b>Utility Service Infrastructure</b>	means the plant, equipment and systems by which the utility services are supplied to the units and the common areas including electricity generators, lighting systems, gas systems and equipment, water systems, heating and cooling systems, air conditioning systems, waste storage and treatment facilities, tanks, water pipes, water mains, gas pipes and flues, electrical wiring and conduits, telecommunication service infrastructure and meters for measuring the reticulation or supply of utility services;
<b>Utility Services</b>	means the utility services, including the telecommunication services, provided to the common areas or to the units (as the case may be) by a utility provider, the master developer or any other relevant authority

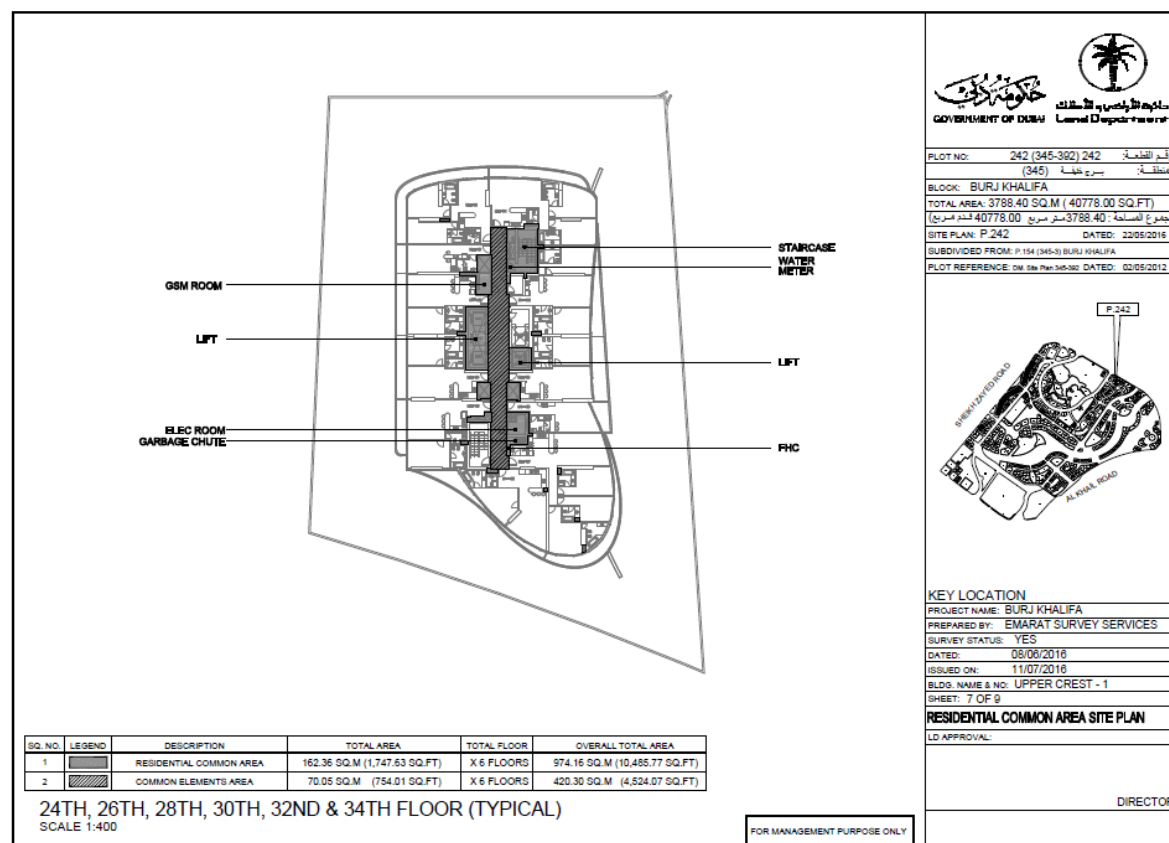
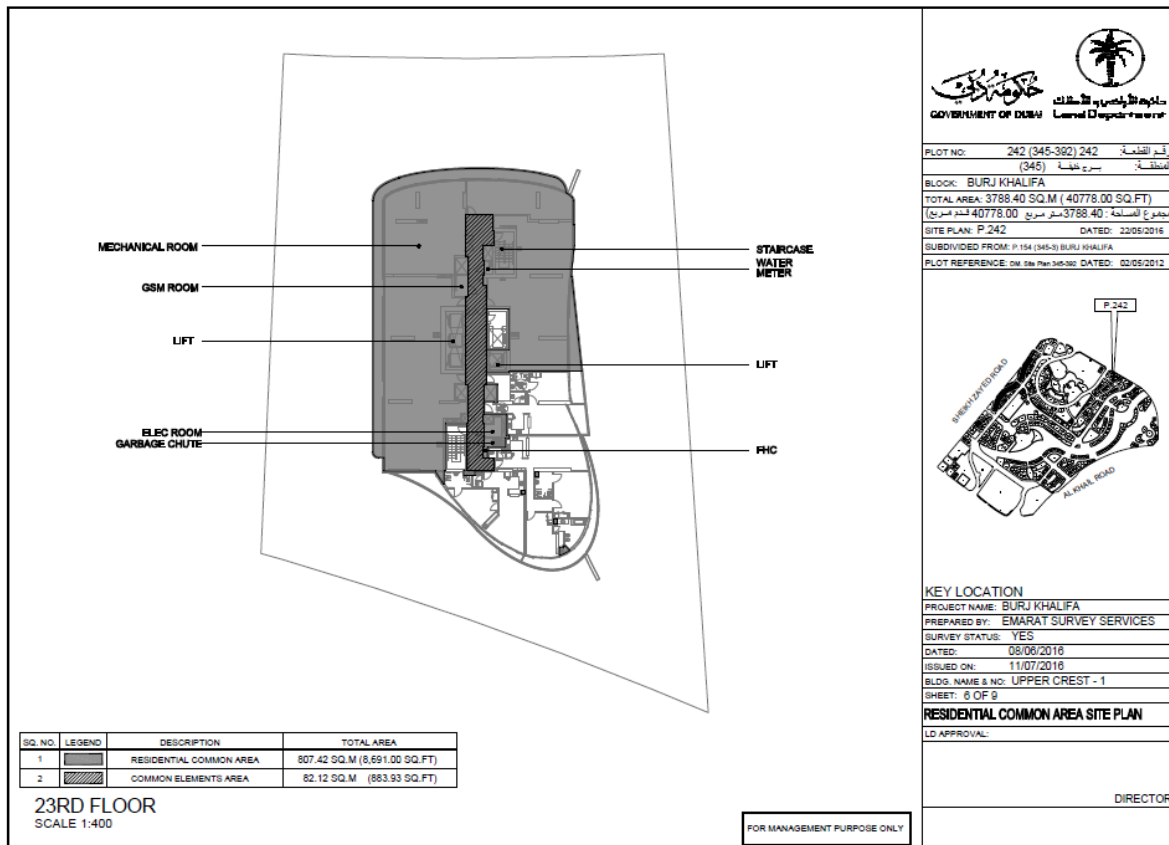


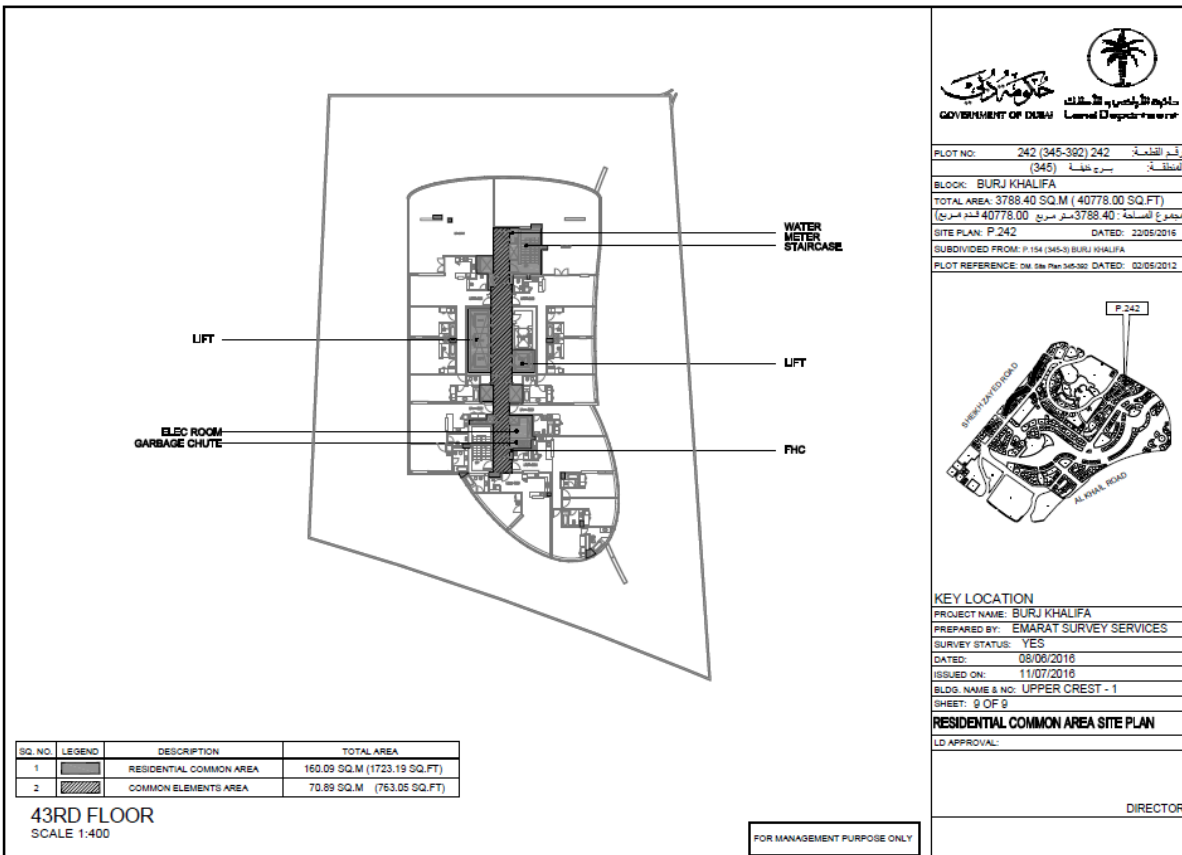
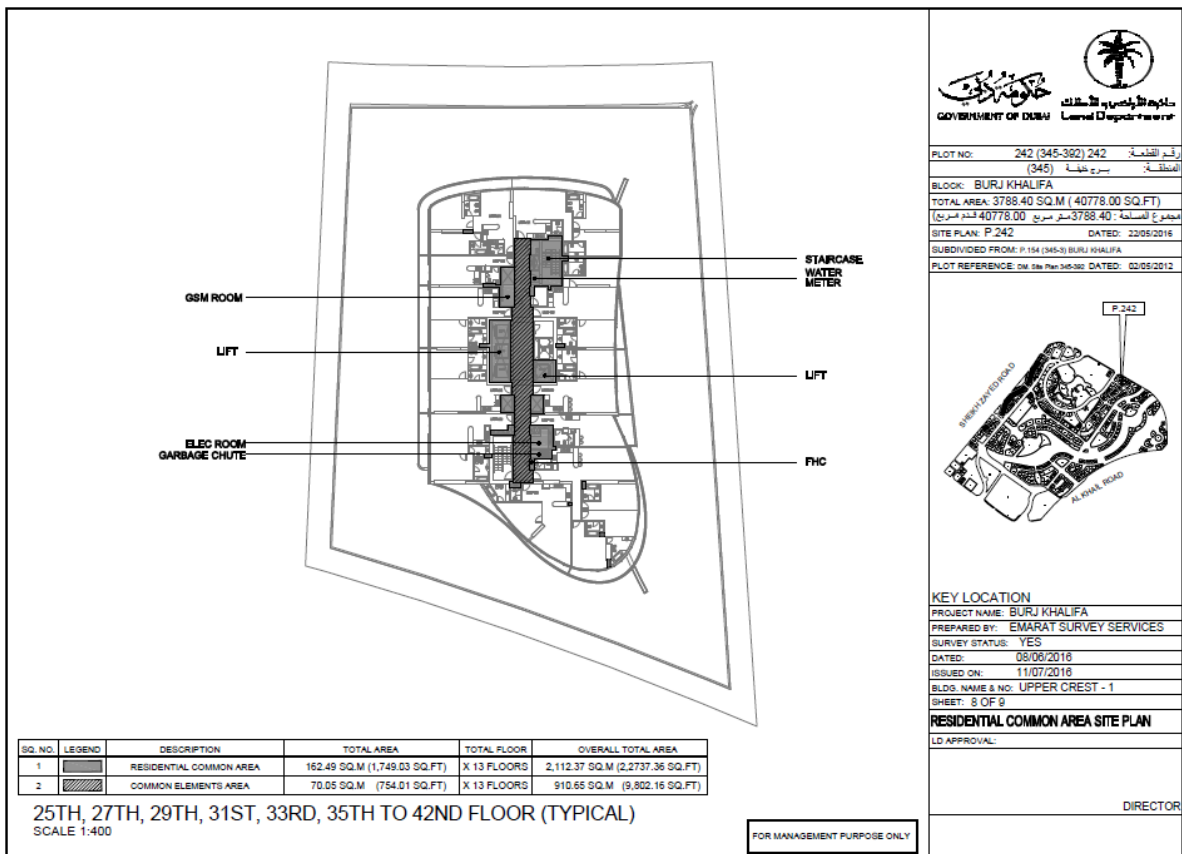
	including those services listed in the jointly owned property law;
<b>Utility Supplier</b>	means the supplier of the utility services;
<b>Visitor</b>	means an owner's or occupier's invited visitors to the building or a unit including an owner's customers, guests and family members;

## Schedule 2 Common area Site Plan









### Schedule 3 Numbering of Units and Entitlements.

Building Name	Unit Number	Entitlement (sq.mts)	Entitlement (%)
UPPER CREST	601	469.2	1.43%
UPPER CREST	602	151.46	0.46%
UPPER CREST	603	139.61	0.42%
UPPER CREST	604	91.41	0.28%
UPPER CREST	701	106.2	0.32%
UPPER CREST	702	41.19	0.13%
UPPER CREST	703	77.1	0.23%
UPPER CREST	704	79.71	0.24%
UPPER CREST	705	83.87	0.25%
UPPER CREST	706	93.37	0.28%
UPPER CREST	707	160.5	0.49%
UPPER CREST	708	46.27	0.14%
UPPER CREST	709	84.03	0.26%
UPPER CREST	710	98.6	0.30%
UPPER CREST	711	115.2	0.35%
UPPER CREST	801	106.1	0.32%
UPPER CREST	802	41.06	0.12%
UPPER CREST	803	76.92	0.23%
UPPER CREST	804	79.71	0.24%
UPPER CREST	805	83.72	0.25%
UPPER CREST	806	93.13	0.28%
UPPER CREST	807	160.06	0.49%
UPPER CREST	808	46.02	0.14%
UPPER CREST	809	84.27	0.26%
UPPER CREST	810	98.74	0.30%
UPPER CREST	811	113.41	0.34%
UPPER CREST	901	106.1	0.32%
UPPER CREST	902	41.06	0.12%
UPPER CREST	903	76.92	0.23%
UPPER CREST	904	79.71	0.24%
UPPER CREST	905	83.72	0.25%
UPPER CREST	906	93.13	0.28%
UPPER CREST	907	160.06	0.49%
UPPER CREST	908	46.02	0.14%
UPPER CREST	909	84.27	0.26%
UPPER CREST	910	98.74	0.30%
UPPER CREST	911	113.41	0.34%
UPPER CREST	1001	106.1	0.32%
UPPER CREST	1002	41.06	0.12%
UPPER CREST	1003	76.92	0.23%
UPPER CREST	1004	79.71	0.24%
UPPER CREST	1005	83.72	0.25%
UPPER CREST	1006	93.13	0.28%
UPPER CREST	1007	160.06	0.49%
UPPER CREST	1008	46.02	0.14%
UPPER CREST	1009	84.27	0.26%
UPPER CREST	1010	98.74	0.30%
UPPER CREST	1011	113.41	0.34%

UPPER CREST	1101	106.1	0.32%
UPPER CREST	1102	41.06	0.12%
UPPER CREST	1103	76.92	0.23%
UPPER CREST	1104	79.71	0.24%
UPPER CREST	1105	83.72	0.25%
UPPER CREST	1106	93.13	0.28%
UPPER CREST	1107	160.06	0.49%
UPPER CREST	1108	46.02	0.14%
UPPER CREST	1109	84.27	0.26%
UPPER CREST	1110	98.74	0.30%
UPPER CREST	1111	113.41	0.34%
UPPER CREST	1201	106.1	0.32%
UPPER CREST	1202	41.06	0.12%
UPPER CREST	1203	76.92	0.23%
UPPER CREST	1204	79.71	0.24%
UPPER CREST	1205	83.72	0.25%
UPPER CREST	1206	93.13	0.28%
UPPER CREST	1207	160.06	0.49%
UPPER CREST	1208	46.02	0.14%
UPPER CREST	1209	84.27	0.26%
UPPER CREST	1210	98.74	0.30%
UPPER CREST	1211	113.41	0.34%
UPPER CREST	12A01	106.1	0.32%
UPPER CREST	12A02	41.06	0.12%
UPPER CREST	12A03	76.92	0.23%
UPPER CREST	12A04	79.71	0.24%
UPPER CREST	12A05	83.72	0.25%
UPPER CREST	12A06	93.13	0.28%
UPPER CREST	12A07	160.06	0.49%
UPPER CREST	12A08	46.02	0.14%
UPPER CREST	12A09	84.27	0.26%
UPPER CREST	12A10	98.74	0.30%
UPPER CREST	12A11	113.41	0.34%
UPPER CREST	1401	105.85	0.32%
UPPER CREST	1402	41.15	0.13%
UPPER CREST	1403	77.04	0.23%
UPPER CREST	1404	79.81	0.24%
UPPER CREST	1405	83.78	0.25%
UPPER CREST	1406	453.61	1.38%
UPPER CREST	1407	140.09	0.43%
UPPER CREST	1501	106.1	0.32%
UPPER CREST	1502	41.06	0.12%
UPPER CREST	1503	76.92	0.23%
UPPER CREST	1504	79.71	0.24%
UPPER CREST	1505	83.72	0.25%
UPPER CREST	1506	93.13	0.28%
UPPER CREST	1507	160.06	0.49%
UPPER CREST	1508	46.02	0.14%
UPPER CREST	1509	84.27	0.26%
UPPER CREST	1510	98.74	0.30%
UPPER CREST	1511	113.41	0.34%

UPPER CREST	1601	106.1	0.32%
UPPER CREST	1602	41.06	0.12%
UPPER CREST	1603	76.25	0.23%
UPPER CREST	1604	79.23	0.24%
UPPER CREST	1605	83.72	0.25%
UPPER CREST	1606	93.08	0.28%
UPPER CREST	1607	160	0.49%
UPPER CREST	1608	46.34	0.14%
UPPER CREST	1609	86.45	0.26%
UPPER CREST	1610	105.46	0.32%
UPPER CREST	1611	113.4	0.34%
UPPER CREST	1701	106.1	0.32%
UPPER CREST	1702	41.06	0.12%
UPPER CREST	1703	76.92	0.23%
UPPER CREST	1704	79.71	0.24%
UPPER CREST	1705	83.72	0.25%
UPPER CREST	1706	93.13	0.28%
UPPER CREST	1707	160.06	0.49%
UPPER CREST	1708	46.02	0.14%
UPPER CREST	1709	84.27	0.26%
UPPER CREST	1710	98.74	0.30%
UPPER CREST	1711	113.41	0.34%
UPPER CREST	1801	106.1	0.32%
UPPER CREST	1802	41.06	0.12%
UPPER CREST	1803	76.25	0.23%
UPPER CREST	1804	79.23	0.24%
UPPER CREST	1805	83.72	0.25%
UPPER CREST	1806	93.08	0.28%
UPPER CREST	1807	160	0.49%
UPPER CREST	1808	46.34	0.14%
UPPER CREST	1809	86.45	0.26%
UPPER CREST	1810	105.46	0.32%
UPPER CREST	1811	113.4	0.34%
UPPER CREST	1901	106.1	0.32%
UPPER CREST	1902	41.06	0.12%
UPPER CREST	1903	76.92	0.23%
UPPER CREST	1904	79.71	0.24%
UPPER CREST	1905	83.72	0.25%
UPPER CREST	1906	93.13	0.28%
UPPER CREST	1907	160.06	0.49%
UPPER CREST	1908	46.02	0.14%
UPPER CREST	1909	84.27	0.26%
UPPER CREST	1910	98.74	0.30%
UPPER CREST	1911	113.41	0.34%
UPPER CREST	2001	106.1	0.32%
UPPER CREST	2002	41.06	0.12%
UPPER CREST	2003	76.25	0.23%
UPPER CREST	2004	79.23	0.24%
UPPER CREST	2005	83.72	0.25%
UPPER CREST	2006	93.08	0.28%
UPPER CREST	2007	160	0.49%



UPPER CREST	2008	46.34	0.14%
UPPER CREST	2009	86.45	0.26%
UPPER CREST	2010	105.46	0.32%
UPPER CREST	2011	113.4	0.34%
UPPER CREST	2101	106.1	0.32%
UPPER CREST	2102	41.06	0.12%
UPPER CREST	2103	76.92	0.23%
UPPER CREST	2104	79.71	0.24%
UPPER CREST	2105	83.72	0.25%
UPPER CREST	2106	93.13	0.28%
UPPER CREST	2107	160.06	0.49%
UPPER CREST	2108	46.02	0.14%
UPPER CREST	2109	84.27	0.26%
UPPER CREST	2110	98.74	0.30%
UPPER CREST	2111	113.41	0.34%
UPPER CREST	2201	106.1	0.32%
UPPER CREST	2202	41.06	0.12%
UPPER CREST	2203	76.25	0.23%
UPPER CREST	2204	79.23	0.24%
UPPER CREST	2205	83.72	0.25%
UPPER CREST	2206	93.08	0.28%
UPPER CREST	2207	160	0.49%
UPPER CREST	2208	46.34	0.14%
UPPER CREST	2209	86.45	0.26%
UPPER CREST	2210	105.46	0.32%
UPPER CREST	2211	113.4	0.34%
UPPER CREST	2301	92.59	0.28%
UPPER CREST	2302	158.37	0.48%
UPPER CREST	2303	83.7	0.25%
UPPER CREST	2401	106.19	0.32%
UPPER CREST	2402	41.01	0.12%
UPPER CREST	2403	76.95	0.23%
UPPER CREST	2404	79.91	0.24%
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UPPER CREST	2406	93.08	0.28%
UPPER CREST	2407	160.04	0.49%
UPPER CREST	2408	46.14	0.14%
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UPPER CREST	2411	113.31	0.34%
UPPER CREST	2501	106.23	0.32%
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UPPER CREST	2511	113.26	0.34%

UPPER CREST	2601	106.19	0.32%
UPPER CREST	2602	41.01	0.12%
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UPPER CREST	2607	160.04	0.49%
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UPPER CREST	2609	87.27	0.27%
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UPPER CREST	2611	113.31	0.34%
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UPPER CREST	2801	106.19	0.32%
UPPER CREST	2802	41.01	0.12%
UPPER CREST	2803	76.95	0.23%
UPPER CREST	2804	79.91	0.24%
UPPER CREST	2805	83.72	0.25%
UPPER CREST	2806	93.08	0.28%
UPPER CREST	2807	160.04	0.49%
UPPER CREST	2808	46.14	0.14%
UPPER CREST	2809	87.27	0.27%
UPPER CREST	2810	106.11	0.32%
UPPER CREST	2811	113.31	0.34%
UPPER CREST	2901	106.23	0.32%
UPPER CREST	2902	40.97	0.12%
UPPER CREST	2903	76.99	0.23%
UPPER CREST	2904	79.92	0.24%
UPPER CREST	2905	83.65	0.25%
UPPER CREST	2906	93.09	0.28%
UPPER CREST	2907	160.05	0.49%
UPPER CREST	2908	45.61	0.14%
UPPER CREST	2909	84.68	0.26%
UPPER CREST	2910	98.73	0.30%
UPPER CREST	2911	113.26	0.34%
UPPER CREST	3001	106.19	0.32%
UPPER CREST	3002	41.01	0.12%
UPPER CREST	3003	76.95	0.23%
UPPER CREST	3004	79.91	0.24%
UPPER CREST	3005	83.72	0.25%
UPPER CREST	3006	93.08	0.28%
UPPER CREST	3007	160.04	0.49%

UPPER CREST	3008	46.14	0.14%
UPPER CREST	3009	87.27	0.27%
UPPER CREST	3010	106.11	0.32%
UPPER CREST	3011	113.31	0.34%
UPPER CREST	3101	106.23	0.32%
UPPER CREST	3102	40.97	0.12%
UPPER CREST	3103	76.99	0.23%
UPPER CREST	3104	79.92	0.24%
UPPER CREST	3105	83.65	0.25%
UPPER CREST	3106	93.09	0.28%
UPPER CREST	3107	160.05	0.49%
UPPER CREST	3108	45.61	0.14%
UPPER CREST	3109	84.68	0.26%
UPPER CREST	3110	98.73	0.30%
UPPER CREST	3111	113.26	0.34%
UPPER CREST	3201	106.19	0.32%
UPPER CREST	3202	41.01	0.12%
UPPER CREST	3203	76.95	0.23%
UPPER CREST	3204	79.91	0.24%
UPPER CREST	3205	83.72	0.25%
UPPER CREST	3206	93.08	0.28%
UPPER CREST	3207	160.04	0.49%
UPPER CREST	3208	46.14	0.14%
UPPER CREST	3209	87.27	0.27%
UPPER CREST	3210	106.11	0.32%
UPPER CREST	3211	113.31	0.34%
UPPER CREST	3301	106.23	0.32%
UPPER CREST	3302	40.97	0.12%
UPPER CREST	3303	76.99	0.23%
UPPER CREST	3304	79.92	0.24%
UPPER CREST	3305	83.65	0.25%
UPPER CREST	3306	93.09	0.28%
UPPER CREST	3307	160.05	0.49%
UPPER CREST	3308	45.61	0.14%
UPPER CREST	3309	84.68	0.26%
UPPER CREST	3310	98.73	0.30%
UPPER CREST	3311	113.26	0.34%
UPPER CREST	3401	106.19	0.32%
UPPER CREST	3402	41.01	0.12%
UPPER CREST	3403	76.95	0.23%
UPPER CREST	3404	79.91	0.24%
UPPER CREST	3405	83.72	0.25%
UPPER CREST	3406	93.08	0.28%
UPPER CREST	3407	160.04	0.49%
UPPER CREST	3408	46.14	0.14%
UPPER CREST	3409	87.27	0.27%
UPPER CREST	3410	106.11	0.32%
UPPER CREST	3411	113.31	0.34%
UPPER CREST	3501	106.23	0.32%
UPPER CREST	3502	40.97	0.12%
UPPER CREST	3503	76.99	0.23%

UPPER CREST	3504	79.92	0.24%
UPPER CREST	3505	83.65	0.25%
UPPER CREST	3506	93.09	0.28%
UPPER CREST	3507	160.05	0.49%
UPPER CREST	3508	45.61	0.14%
UPPER CREST	3509	84.68	0.26%
UPPER CREST	3510	98.73	0.30%
UPPER CREST	3511	113.26	0.34%
UPPER CREST	3601	106.23	0.32%
UPPER CREST	3602	40.97	0.12%
UPPER CREST	3603	76.99	0.23%
UPPER CREST	3604	79.92	0.24%
UPPER CREST	3605	83.65	0.25%
UPPER CREST	3606	93.09	0.28%
UPPER CREST	3607	160.05	0.49%
UPPER CREST	3608	45.61	0.14%
UPPER CREST	3609	84.68	0.26%
UPPER CREST	3610	98.73	0.30%
UPPER CREST	3611	113.26	0.34%
UPPER CREST	3701	106.23	0.32%
UPPER CREST	3702	40.97	0.12%
UPPER CREST	3703	76.99	0.23%
UPPER CREST	3704	79.92	0.24%
UPPER CREST	3705	83.65	0.25%
UPPER CREST	3706	93.09	0.28%
UPPER CREST	3707	160.05	0.49%
UPPER CREST	3708	45.61	0.14%
UPPER CREST	3709	84.68	0.26%
UPPER CREST	3710	98.73	0.30%
UPPER CREST	3711	113.26	0.34%
UPPER CREST	3801	106.23	0.32%
UPPER CREST	3802	40.97	0.12%
UPPER CREST	3803	76.99	0.23%
UPPER CREST	3804	79.92	0.24%
UPPER CREST	3805	83.65	0.25%
UPPER CREST	3806	93.09	0.28%
UPPER CREST	3807	160.05	0.49%
UPPER CREST	3808	45.61	0.14%
UPPER CREST	3809	84.68	0.26%
UPPER CREST	3810	98.73	0.30%
UPPER CREST	3811	113.26	0.34%
UPPER CREST	3901	106.23	0.32%
UPPER CREST	3902	40.97	0.12%
UPPER CREST	3903	76.99	0.23%
UPPER CREST	3904	79.92	0.24%
UPPER CREST	3905	83.65	0.25%
UPPER CREST	3906	93.09	0.28%
UPPER CREST	3907	160.05	0.49%
UPPER CREST	3908	45.61	0.14%
UPPER CREST	3909	84.68	0.26%
UPPER CREST	3910	98.73	0.30%

UPPER CREST	3911	113.26	0.34%
UPPER CREST	4001	106.23	0.32%
UPPER CREST	4002	40.97	0.12%
UPPER CREST	4003	76.99	0.23%
UPPER CREST	4004	79.92	0.24%
UPPER CREST	4005	83.65	0.25%
UPPER CREST	4006	93.09	0.28%
UPPER CREST	4007	160.05	0.49%
UPPER CREST	4008	45.61	0.14%
UPPER CREST	4009	84.68	0.26%
UPPER CREST	4010	98.73	0.30%
UPPER CREST	4011	113.26	0.34%
UPPER CREST	4101	106.23	0.32%
UPPER CREST	4102	40.97	0.12%
UPPER CREST	4103	76.99	0.23%
UPPER CREST	4104	79.92	0.24%
UPPER CREST	4105	83.65	0.25%
UPPER CREST	4106	93.09	0.28%
UPPER CREST	4107	160.05	0.49%
UPPER CREST	4108	45.61	0.14%
UPPER CREST	4109	84.68	0.26%
UPPER CREST	4110	98.73	0.30%
UPPER CREST	4111	113.26	0.34%
UPPER CREST	4201	106.23	0.32%
UPPER CREST	4202	40.97	0.12%
UPPER CREST	4203	76.99	0.23%
UPPER CREST	4204	79.92	0.24%
UPPER CREST	4205	83.65	0.25%
UPPER CREST	4206	93.09	0.28%
UPPER CREST	4207	160.05	0.49%
UPPER CREST	4208	45.61	0.14%
UPPER CREST	4209	84.68	0.26%
UPPER CREST	4210	98.73	0.30%
UPPER CREST	4211	113.26	0.34%
UPPER CREST	4301	258.17	0.78%
UPPER CREST	4302	74.73	0.23%
UPPER CREST	4303	75	0.23%
UPPER CREST	4304	137.3	0.42%
UPPER CREST	4305	39.16	0.12%
UPPER CREST	4306	263.95	0.80%
UPPER CREST	G01	99.01	0.30%
UPPER CREST	G02	48.47	0.15%
UPPER CREST	G03	8.99	0.03%

#### Schedule 4: Utilities:

Utility	Utility Supplier	Metering and method of charge	Description
<b>Potable Water and Electricity</b>	DEWA	The Common areas will not be separately metered.	The management entity is to pay the costs of the Utility Services supplied to the Common areas and each Owner is to pay to the management entity its share of such costs by way of Service Charges.
<b>Chilled Water</b>	District Cooling Company	The Units and the Common areas are currently separately metered	The management entity is to pay the costs of the Chilled Water supplied to the Common areas and each Owner is to pay the management entity its share of such costs by way of Service Charges.
<b>Telecommunications</b>	du or others approved from time to time	Separately contracted with end-users.	The management entity is to pay the costs of the Telecommunication Services supplied to the Common areas and each Owner is to pay to the management entity its share of such costs by way of Service Charges.
<b>Sewerage</b>	DEWA	Connected to the Building mains and treated by DEWA. Not metered, billed by DEWA as a percentage of water consumption.	The management entity is to pay the costs of Sewerage applicable to the Common areas and each Owner is to pay to the management entity its share of such costs by way of Service Charges.
<b>Garbage</b>	As contracted from time to time	Garbage to be deposited into centralised waste management system from which the garbage will be collected by a Supplier.	The management entity is to pay the costs of garbage collection and each Owner must pay to the management entity its share of such costs by way of Service Charges.
<b>Cooking Gas</b>	To be decided at the time of handover	Management Entity need to get into an agreement with a Gas Supplier for the supply of gas to the building and the maintenance of the system. Sub meters for each unit, and occupiers must enter into an End user Agreement with the same supplier as finalized by the management entity.	Connected to the all units via a central storage plant on the roof top area

# BUILDING RULES

## Contents

<b>INTRODUCTION .....</b>	<b>2</b>
<b>1.0. OBSERVANCE .....</b>	<b>2</b>
1.1. Observance.....	2
1.2. Observance of Higher Authorities Rules .....	2
1.3. Observance of Building Rules by Non-Owners and Occupiers .....	2
1.4. Enforcement of Building Rules .....	2
1.5. Definitions .....	2
<b>2.0. GENERAL.....</b>	<b>3</b>
2.1. Noise.....	4
2.2. Privacy .....	4
2.3. Personal Conduct and Authority to Instruct .....	4
2.4. Pets Policy .....	4
2.5. Hazard Management.....	5
2.6. Waste Management .....	5
<b>3.0. USE OF COMMON AREAS AND ASSETS.....</b>	<b>5</b>
3.1. Booking and other Procedures .....	6
3.2. Moving of Furniture and Other Items .....	6
3.3. Security.....	6
3.4. Swimming Pool.....	6
3.5. Gymnasium.....	8
<b>4.0. VEHICLES AND VEHICLE ACCESS .....</b>	<b>8</b>
4.1. Vehicle Access .....	8
4.2. Parking.....	8
4.3. Vehicle Maintenance and Repair .....	9
<b>5.0. STORAGE .....</b>	<b>9</b>
<b>6.0. APPEARANCE OF INTERIOR AND EXTERIOR OF UNIT .....</b>	<b>9</b>
6.1. Interior of Unit.....	9
6.2. Exterior of Unit and the Common Areas .....	9
<b>7.0. CHANGE OF OCCUPANCY OF A UNIT .....</b>	<b>10</b>
7.1. Change of Occupancy.....	10
7.2. Occupier Absence Guidelines.....	10
7.3. Exhibition of Building Rules.....	10

## **INTRODUCTION**

In order to protect the interests of every Owner and to ensure and maintain a harmonious, physical and social environment, every Owner, Occupier and tenant shall comply with these Building Rules

### **1.0. OBSERVANCE**

#### **1.1. Observance**

The duties and obligations imposed by these Building Rules on an Owner and Occupier of a Unit shall be observed not only by every Owner and Occupier but also by their tenants, employees, agents, contractors, guests, invitees, lessees, licensees, and any other visitors.

#### **1.2. Observance of Higher Authorities Rules**

In addition to the duties and obligations imposed by these Building Rules all Owners, Occupiers and others shall observe and are equally bound by any duties and obligations imposed by a higher authority, including:

- a) The Master Community and any rules and regulations imposed by this authority in accordance with the Master Community Declaration and any other requirements of the Master Developer;
- b) Any and all other Relevant Authorities; and
- c) The Applicable Laws of the Emirate of Dubai.

#### **1.3. Observance of Building Rules by Non-Owners and Occupiers**

- a) An owner or occupier of a unit shall take all reasonable steps to ensure that their tenants, employees, agents, contractors, guests, invitees, lessees, licensees, and any other visitors comply with these building rules and do not behave in a manner likely to interfere with any person's use and enjoyment of another unit or the common areas and assets.
- b) The Owner or Occupier of a Unit shall be liable to compensate the Management Entity in respect of all damages to the Common Areas or Assets caused by their tenants, employees, agents, contractors, guests, invitees, tenants, licensees, and visitors. The Management Entity may recover any such compensation as a debt from the Owner or Occupier of a Unit.

#### **1.4. Enforcement of Building Rules**

The Management Entity must uniformly enforce the Building Rules in the face of any violation requiring the Management Entity to:

- a) Issue a Building Rules Enforcement Notice to the offending party;
- b) Recover all costs of rectification and costs associated with the enforcement of Building Rules, including all legal and debt recovery expenses against the Unit occupied, owned or otherwise directly associated with the offending party;
- c) Apply the maximum Monetary Penalty (fine) determined by the Relevant Authorities and Applicable Laws against the Unit occupied, owned or otherwise directly associated with the offending party;
- d) Apply any other reasonable penalty or restriction determined by the Relevant Authorities and Applicable Laws against the Unit occupied, owned or otherwise directly associated with the offending party until such time as the offence ceases permanently; and
- e) Pursue whichever legal and practical means it deems necessary to preserve the interests of the Management Entity.

#### **1.5. Definitions**

In these Building Rules the following words and expressions shall, unless the context requires otherwise, have the meanings hereby assigned to them:

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

- (i) legislative, regulatory and administrative government authority of competent jurisdiction in the Emirate of Dubai or the UAE, which has jurisdiction over the Jointly Owned Property; and
- (ii) any courts of competent jurisdiction sitting in the Emirate of Dubai and elsewhere in the UAE.

**Asset** means an item of tangible or intangible property other than real property, which is owned by the Management Entity.



**Common Areas** means those common parts of property designed for common use by Unit Owners and Occupiers and shown in the Site Plan drawings.

**Building Rules** means the rules that all Owners and Occupiers shall comply with and such further rules and regulations the Management Entity may make from time to time.

**Enforcement Notice** means a formal written notice served by the Management Entity on an offending Owner or Occupier identifying that a Community Rule has been violated by that Owner or Occupier. The purpose of this notice is to initiate corrective action that will stop each, every and any future violation. Failure to obey the terms of this notice can result in a Monetary Penalty.

**Exclusive Use Area** means a part of the Common Areas that is designated for the unshared and privileged use of the Owner that such area is allocated to.

**Jointly Owned Property** means the whole or part of a building or land, or both, divided into Units intended for separate Ownership where part of such building or land has been designated as Common Areas.

**Jointly Owned Property Declaration** means the governing documents of the Jointly Owned Property.

**Monetary Penalty** means the penalty, by way of a fine (to a maximum amount and in any way permissible by the Applicable Law), that results from the issuing of a further notice to an Owner or Occupier that has already received an Enforcement Notice identifying that the required corrective action has not taken place and that a penalty is being applied as approved by the Relevant Authority.

**Occupier** means any person occupying or visiting a Unit owned by an Owner, including such Owner's tenants, employees, lessees, agents, contractors, family members, guests, visitors and any owner occupiers.

**Owner** means the person who is registered as the owner of a Unit on the appropriate register of the Land Department, including the Developer in regards to any unsold units.

**Management Entity** means the Seller or its nominee appointed as the manager of the jointly-owned property to provide administrative, secretarial and financial services to the jointly-owned property.

**Relevant Authorities** means any and all governing authorities within the Emirate of Dubai that have jurisdiction over the Jointly Owned Property and Assets. These authorities include but are not limited to, the Master Community, the Local Municipality, the Real Estate Regulatory Agency (RERA), the Roads and Transit Authority, the Land Department, the Immigration Department, Civil Defence and DEWA.

**Service Charge (Fee)** means the share of the total budgeted expenditure allocated to an Owner in accordance with that Owners' Participation Quota which covers that Owners share of the budgeted expenditure for the Jointly Owned Property. This does not include any Master Community levies (for services supplied to the units from the Master Developer) or other charges that are not included in the General Fund and Reserve Fund budgets.

**Service Provider** means a contractor appointed by the Management Entity, to provide services to and on behalf of the Management Entity. In respect to any areas outside of the Jointly Owned Property that the Management Entity has rights of use, the Service Provider means any contractor authorised by the owner of that property or unit to provide services equivalent to that of a Service Provider.

**Site Plan** means a plan registered in the Register showing the Units, including their relevant individual boundaries and the Common Areas that form the Jointly Owned Property.

**Unit** means an individual and uniquely owned apartment, retail establishment or store being part of the Jointly Owned Property that has its boundary clearly defined in the Site Plan.

**Utilities** means potable and service water, electricity, gas, storm water drains and pipelines, sewage pipelines, chilled water pipelines, central and common air conditioning services, telecommunications connections and all other similar services commonly regarded as utilities together with all ancillary equipment, apparatus, valves, pipes, drains and conduits.

## **2.0. GENERAL**

## **2.1. Noise**

- a) No nuisance, obnoxious or offensive activities shall be carried out on any part of the Jointly Owned Property, nor shall anything be done or maintained on any part of the Common Areas or within any Unit which may be or may become an annoyance or nuisance or interfere with the quiet enjoyment by any other Occupier. Such nuisance includes but is not limited to noise, odours, smoke and other emitted substances, vibrations, the obstruction of views and any other activity that is likely to interfere with any Occupiers peaceful enjoyment of their Unit or their reasonable usage of the Common Areas and Assets.
- b) Noise generated from power tools or trade works is permitted only during the designated hours determined by the Management Entity or as specified by the Relevant Authority.

## **2.2. Privacy**

- a) No activities shall be carried out in any part of the Jointly Owned Property that may unreasonably interfere with an Occupier's right of privacy.
- b) Owners and Occupiers including their tenants are to avoid any attempt to look into any Unit or any part of the Common Areas that are designated for private usage or to look into the windows of neighboring structures.
- c) Owners and Occupiers including their tenants are obligated to take reasonable measures to protect their own privacy.
- d) Owners and Occupiers including their tenants acknowledge that the Jointly Owned Property and other areas that Owners and Occupiers have a right to access may have security cameras installed and note that they may be filmed as part of the security arrangements.

## **2.3. Personal Conduct and Authority to Instruct**

- a) Every Owner and Occupier including their tenants must comply with the instructions of the Management Entity or any other duly authorized party insofar as the instruction pertains to the performance of their duties for and on behalf of the Management Entity.
- b) Owners and Occupiers including their tenants are to treat all other Owners, Occupiers and their tenants, agents, contractors, employees, family members, guests, invitees, lessees, licensees and visitors in a polite manner.
- c) The employees and the like of an Occupier, including but not limited to drivers, cooks, housemaids and other household staff are to be housed and treated in accordance with the Applicable Laws and whose actions and care are the sole liability of that Occupier.
- d) Owners and Occupiers including their tenants may not directly instruct a representative of the Developer, Management Entity, the Service Provider or any other party providing services for and on behalf of the Management Entity.

## **2.4. Pets Policy**

- a) An Owner or Occupier including any tenant shall not bring an animal onto the Common Areas of the Jointly Owned Property, or keep an animal within their respective Unit, without the prior written consent of the Management Entity. This consent:
  - i. May be given and terminated at any time, subject to any conditions at the sole discretion of the Management Entity;
  - ii. Is given for the nominated animal only;
  - iii. May be subject to rules that the Management Entity may make from time to time and every Owner and Occupier shall be required to abide by these rules;
  - iv. May be withdrawn at any time at the sole discretion of the Management Entity in the event that an Owner or Occupier fails to abide by any rule, condition of consent or by failing to ensure that an approved animal does not cause a nuisance to another Owner or Occupier; and
  - v. Is at all times subject to the Applicable Laws, the sole responsibility of its owner and the animal must be housed and cared for in accordance with best practices of animal care.
- b) If a person is blind or otherwise disabled, they are entitled to be accompanied by a trained guide dog or other special assistance animal, within their Unit and whilst in the Common Areas. Such person requiring a guide dog or other special assistance animal:
  - i. Shall advise the Management Entity in writing prior to becoming an Occupier of a Unit that a special assistance animal is required and shall provide sufficient medical documentation to prove this; and

- ii. Is deemed to have the written consent of the Management Entity in accordance with Community Rule 2.4 (a).
- c) All animals shall be restrained adequately by their owners whilst in the Common Areas and are only permitted in these areas for the purpose of transit to and from a Unit.
- d) Any waste deposited by an animal shall be promptly removed and properly disposed of in a sanitary manner by the animal handler/owner.

## **2.5. Hazard Management**

- a) No hazardous activities, including any activities or conditions which could endanger the health and/or safety of any person are permitted.
- b) Owners and Occupiers including their tenants shall not do or permit, by act or omission, anything within their Unit or in the Common Areas which may render void or voidable any policy of insurance over any part of the Jointly Owned Property or may operate to increase a premium payable in respect thereof. In the event that an Owner or Occupier does or permits, by act or omission, anything that causes an increase in insurance premiums payable by the Management Entity, the Management Entity shall be entitled to recover such increase in premiums from that Owner and Occupier and to demand that such cause be rectified immediately.
- c) In the event of any infectious disease affecting any Occupier of a Unit which may require notification to the Relevant Authorities in accordance with the Applicable Law, the Occupier shall give or cause to be given, notice thereof and any other information which may be required relative thereto to the Management Entity and shall, at the request of the Management Entity, pay to the Management Entity the expenses of disinfecting the Unit, Common Areas and Assets where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease, infection or contamination.
- d) An Owner or Occupier including their tenants shall not, except with the prior written consent of the Management Entity, use or store upon his Unit or the Common Areas, including any area designated as a storage area, any flammable chemical, liquid or gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes,
- e) All Owners and Occupiers including their tenants shall take all practical steps to prevent infestation by vermin, insects or other pests.

## **2.6. Waste Management**

- a) An Owner or Occupier including their tenants shall not deposit any refuse, rubbish or trade empties or other waste in the Common Areas other than the disposal of household waste and then only in the designated areas.
- b) Owners and Occupiers including their tenants are responsible, at their cost, for the removal of all waste from the Jointly Owned Property, other than household waste and shall comply with any waste management instructions as may be determined from time to time by the Management Entity.
- c) Any damage or blockage to the Utilities resulting from the misuse or negligence of an Owner or Occupier or their tenants shall be recoverable as a debt by the Management Entity from that Owner or Occupier.

## **3.0. USE OF COMMON AREAS AND ASSETS**

Smoking, eating and drinking is not permitted in any part of the Common Areas that are not designated, signed or otherwise advised by the Management Entity or Relevant Authority as being for that purpose or have restrictions specifically restricting these activities in such areas.

### **3.1. Booking and other Procedures**

An Occupier desiring to utilize any part of the Common Areas or Assets shall comply with all Building Rules, booking or other procedures and any and all conditions and directions of the Management Entity or other duly authorized party.

For the avoidance of any doubt, if it is in any way unclear what procedures and conditions relate to the use of part of the Common Areas, an Owner or Occupier must seek advice from the Management Entity before using that part of the Common Area.

### **3.2. Moving of Furniture and Other Items**

- a) No Owner or Occupier including their tenants shall move or permit the movement of any bulky items, including but not limited to, furniture, fixtures and fittings, chattels, equipment and trade materials into or out of a Unit without first securing written approval from the Management Entity and shall ensure that any such movement is carried out in the manner and at times that may be directed by the Management Entity.
- b) Any damage to the Common Areas caused by the movement of furniture or other items across the Common Areas shall have the costs of repair recoverable from the Owner of the Unit whose occupier is responsible or otherwise directly or indirectly involved in causing the damage to occur.

### **3.3. Security**

- a) Owners and Occupiers and all others are required to adhere to the security arrangements implemented by the Management Entity and/or Service Provider who is authorized to:
  - i. Refuse admission to any person, whom, in the opinion of the Management Entity or the Service Provider, cannot provide sufficient justification for their admission to the Jointly Owned Property and such admission is subject to any conditions imposed by the Management Entity;
  - ii. Upon receiving a complaint from any person, remove any persons from the Jointly Owned Property or refuse admission to any person whom the Management Entity or the Service Provider considers likely to cause a nuisance;
  - iii. Enter upon any part of the Jointly Owned Property for the purpose of maintaining the overall security of the Jointly Owned Property;
  - iv. Increase or decrease the security arrangement of the Jointly Owned Property without notice upon the reasonable discretion of the Service Provider in consultation with the Management Entity; and
  - v. Disclose security material including security camera and/or CCTV footage to security staff and the Relevant Authorities upon their request.
- b) Access devices are the responsibility of the Owner of a Unit and an Owner must:
  - i. Exercise a high degree of caution and responsibility in making an access device available for use by any Occupier or other party and it is the responsibility of that Owner to transfer all issued access devices to new Occupiers upon cessation of an existing occupancy;
  - ii. Take all reasonable steps to ensure that the access controls are not lost, provided to unauthorized persons or otherwise disposed of; and
  - iii. Promptly notify the Management Entity and/or the Service Provider in the event that an access device is lost, stolen or destroyed. The Management Entity may charge a reasonable fee for supply of additional or replacement access devices required by an Owner or Occupier.
- c) An Owner or Occupier of a Unit is responsible for and shall ensure that their Unit is secure and that all doors and windows to their unit are secured properly.

### **3.4. Swimming Pool**

- a) Only Owners and Occupiers including their tenants and their accompanying guests may use the swimming pool, subject to any restrictions of use, including any pool opening hours that have been included in any relevant signage or circulars authorized by the Management Entity. Owners and Occupiers including their tenants and their accompanying guests shall comply with any further swimming pool rules as may be imposed by the Management Entity or authorized pool area operator from time to time, which shall include but not be limited to conduct rules, safety rules, access arrangements and restrictions on the number of guests.

- b) Specific rules relating to the use and operation of the Pool area are included in Notices around the Pool Area and these may change from time to time subject to the approval of the Management Entity. These currently include:
- i. Swimming Pool opening times will be as indicated on the notice located in the swimming pool area.
  - ii. No life guard is on duty, use of the pool is entirely at the users own risk.
  - iii. Pool is for use by Owners and Occupiers including their tenants and their accompanying guests only.
  - iv. In consideration of using the swimming pool facilities the Owners, Occupiers including their tenants and their accompanying guests expressly agree to assume the risk of personal injury sustained while using the facility, and hereby agree that the Management Entity and the Management Entity will in no way be held liable for any injury. Owners and Occupiers including their tenants and their accompanying guests also agree to indemnify and hold harmless the same for any accidental injuries sustained by any other users while using the facility.
  - v. At the discretion of the Management Entity, the pool may be closed at any time due to routine maintenance activities, operational breakdowns, difficulties, or matters that may affect the safety of the users.
  - vi. Children under the age of 16 years must be accompanied at all times by an adult of 18 years or older. The adult must remain with the children during the entire time the children are at the pool. The adult is responsible for supervising or arranging for adult supervision of the children in the pool.
  - vii. No pets or other animals are allowed in the pool, or on the leisure deck, except those trained for assisting a handicapped person and accompanying that person.
  - viii. Eating at the tables, chairs, lounges around the pool/leisure deck is allowed providing that it does not create any waste/safety health issues. Beverages will be permitted in the pool area provided they are in appropriate containers.
  - ix. Alcohol consumption is not allowed in the pool or on the leisure deck at all times.
  - x. Glass containers are strictly forbidden. No glass or other sharp, breakable or otherwise hazardous objects or toys shall be permitted within the pool, or on the leisure deck.
  - xi. Any Food wrapping/waste or cigarette butts must be placed in the designated containers provided.
  - xii. No person who has a communicable skin disease, open sore, sore or inflamed eyes, cold, nasal or ear discharge, communicable or contagious disease, or who is wearing bandages of any kind should use the pool. Exception to this rule will be made only on the written certification of a qualified and registered medical doctor.
  - xiii. Those having just used the gym facilities are required to shower before using the pool. It is further recommended that all individuals shower before using the pool.
  - xiv. It is advised to lay own towel on the respective sun lounges before use.
  - xv. All individuals, including children, shall respect the diversity of other users of the leisure deck area and wear appropriate attire while using the pool facilities.
  - xvi. All infants that are not toilet trained must use appropriate diapers. Cloth or standard disposable diapers are not acceptable for use in the pool.
  - xvii. Remember to exercise extra caution when moving around the pool area, running, jumping or diving are not permitted.
  - xviii. Unnecessary noise is not permitted at any time.
  - xix. The Management Entity and their staff will not be responsible for the loss or damage to any personal property of any kind.
  - xx. The Management Entity reserves the right to refuse admittance to anyone failing to comply with any of the above rules.
  - xxi. Admission to the pool may be denied for any of the following reasons:
    - (i) It is apparent that an individual is unable to care for himself or herself;
    - (ii) Evidence of intoxication or health concern;
    - (iii) Any condition or evidence, which, in the opinion of the Management Entity, or pool operator, will jeopardize the health and safety of other pool users.

- c) The Management Entity, the Service Provider and any person associated with the operation of the pool area shall not be liable to any extent whatsoever for the safety of anyone in the pool area beyond what is prescribed under UAE law from time to time.

### **3.5. Gymnasium**

- a) Use of the Gymnasium is restricted to Owners and Occupiers including their tenants and their accompanying guests only.
- b) Guidance notes for the use of equipment are posted on the equipment and users must read and follow those instructions when using the equipment to prevent injury.
- c) Damage to equipment resulting from its misuse or abuse will be charged to the Owners and Occupiers.
- d) Particular care should be taken when using the weights of the weight machines as this may result in damage or injury. There should be no use of equipment not operating properly as this may cause further damage and cause injury.
- e) It is the responsibility of all Owners and Occupiers including their tenants and their accompanying guests using the facility to abide by the following basic rules:
  - i. Be courteous to others using the Gym.
  - ii. Dress appropriately and with consideration to other users and their cultures.
  - iii. Use the machines correctly and avoid abusing the equipment.
  - iv. Leave the machines in start up position, if possible, for the next user.
  - v. Do not allow any water to come into contact with the machines - if water is accidentally spilled, wipe it up immediately.
  - vi. Absolutely NO wet swimsuits, or users still wet from the pool/showers are allowed to use the gymnasium facility.
  - vii. Turn off the machines after completing your exercise regime.
  - viii. If you are the last person in the Gym - turn off lights when you leave.

## **4.0. VEHICLES AND VEHICLE ACCESS**

### **4.1. Vehicle Access**

- a) Vehicle access by an Owner, Occupier or any other party is permitted in the designated areas subject to these Building Rules, all signage and any and all instructions of the Management Entity, Service Provider and the Security Staff.
- b) No vehicle of any kind may be operated in any manner which is dangerous, noisy or which creates a nuisance.
- c) Motorized vehicles that are not registered for regular road use may not be accessed or operated on any part of the Jointly Owned Property.
- d) All delivery personnel and other drivers shall enter and exit, collect, drop and wait for persons and deliveries in the designated areas in accordance with all signage and any instructions of the Management Entity and the Security Staff.

### **4.2. Parking**

- a) The Occupier of a apartment who is entitled to Exclusive Use of car parking space(s) as per the Sale and Purchase Agreement is subject to any and all Building Rules.
- b) A vehicle may only be parked wholly within an area designated for the use of that vehicle. Such permitted parking includes:
  - i. An Occupier may only park a single vehicle wholly within an exclusive use parking area allocated to the apartment that they occupy or within another space authorized by the Management Entity. This space is not to be used for the storage of personal belongings;
  - ii. A bona fide visitor may park only through the valet parking operator;
  - iii. A person permitted by the Applicable Laws to park in an area designated as a handicap parking space may do so providing appropriate authorization is clearly visible on the vehicle or issued to the Management Entity prior to parking; and
  - iv. An area designated for the use of the Management Entity or the Service Provider and any other part of the Common Areas can be occupied by the Service Provider or any

contractor authorized by the Management Entity, as may be required from time to time to provide services to or on behalf of the Management Entity.

- c) The parking of any vehicle upon the Common Areas is subject to the express condition that every vehicle is parked at the owner's risk and responsibility and that no liability shall attach to the Management Entity or any of their authorized representatives for any loss or damage of whatsoever nature which the owner, or any person claiming through or under him, may suffer in consequence of his vehicle having been parked on the Common Areas.
- d) No trucks, trailers, marine craft, heavy or non-road vehicles may be parked on the Common Areas without the prior authorization of the Association Manager.
- e) The Management Entity may cause to be removed or towed away, at the risk and expense of the owner of that vehicle, any vehicle that is parked, standing or abandoned on the Common Areas in contravention of these Building Rules.
- f) Owners, Occupiers and their tenants are required to follow the directional arrows and strictly drive at designated speed limits, or slower, at all times.
- g) Dipped headlights are recommended when driving in the Car Park.
- h) Riding bicycles, skateboarding, roller-skating or similar activities is strictly prohibited in the Car Park for reasons of safety.
- i) Owners, Occupiers and their tenants are responsible for keeping their parking spaces clear and clean. If it becomes necessary for the Management Entity or the appointed Service Providers to clean up specific car park bays, the owner of the vehicle, the Unit Owner or the tenant of record will be charged for the time and materials.

#### **4.3. Vehicle Maintenance and Repair**

Major repairs shall not be conducted to any vehicle of any kind in car park spaces or in Common Areas except for emergency repairs to the extent necessary to enable the vehicle to be moved to a proper repair facility.

### **5.0. STORAGE**

Items may not be stored in the Common Areas by an Owner or Occupier or their tenants. The Management Entity may cause to be removed or disposed of, at the risk and expense of the owner of such items, any items that are stored however temporarily or abandoned in the Common Areas in contravention of these Building Rules.

### **6.0. APPEARANCE OF INTERIOR AND EXTERIOR OF UNIT**

#### **6.1. Interior of Unit**

- a) Each Owner and Occupier including their tenants shall maintain their unit in a state of proper repair and keep it in a neat and tidy condition.
- b) The repairs and maintenance of the interior of a Unit of whatsoever nature are the responsibility of the Owner or Occupier of that Unit, in accordance with the Jointly Owned Property Declaration and the Applicable Laws. For the avoidance of any doubt, neither the Management Entity nor the Management Entity or the Service Provider are liable to attend to such matters.
- c) No internal renovations are permitted to any Unit without the Owner obtaining prior written authorization of the Management Entity and all Relevant Authorities in accordance with the requirements of the Jointly Owned Property Declaration.
- d) Works or a renovation that is deemed by the Management Entity as potentially changing the appearance of the exterior of the building will also need to meet any requirements for that kind of work and separate approvals will be required. These may also include approvals from any Governing bodies or Authorities within the Emirate of Dubai.

#### **6.2. Exterior of Unit and the Common Areas**

The Management Entity is subject to architectural and other restrictions that are imposed by the Master Community and the Relevant Authorities. As such, any request for an alteration, including those originating from the Management Entity, requires the approval of these Relevant Authorities. It is the general intention that no changes to the external appearance of any part of the building or Jointly Owned Property be authorised.

- a) Alterations, additions, decorations to the exterior of the Unit or any part of the Common Areas, including but not limited to those relating to balconies, doors, window and window coverings

are prohibited. Such alterations to the exterior that are prohibited include but are not limited to aerials, satellite dishes, cabling, piping, plant and any goods.

- b) An Owner or Occupier including their tenants shall not place or do anything in any part of the Common Areas or their Unit (including their balconies; with the exception of furniture) which in the opinion of the Management Entity, is aesthetically displeasing or undesirable when viewed from any other part of or outside of the Jointly Owned property.
- c) No Owner or Occupier may place or hang any washing or laundry or any other items on any part of the Unit or in the Common Areas where it is visible from the outside of the Unit.
- d) No sign, notice, billboard or advertisement of any kind whatsoever may be placed on any part of the Unit so as to be visible from the outside of the building without the prior written consent of the Management Entity and then only upon the terms and conditions contained in such consent.
- e) Barbeques, braziers and the like on balconies and patios constitute a fire hazard and are prohibited.
- f) No satellite dish, antenna or other electrical signal sending/receiving devices may be fitted to the balcony or any other part of the exterior of the building.

## **7.0. CHANGE OF OCCUPANCY OF A UNIT**

### **7.1. Change of Occupancy**

- a) In the event that the Occupier of a Unit changes for any reason, the Owner of that Unit shall give notice of the change to the Management Entity prior to any new Occupant taking occupancy of the Unit. Such notice shall:
  - v. Be in any format required by the Management Entity;
  - vi. Contain the full name and contact details of the new Occupier;
  - vii. Specify the nature of the occupancy; whether it is subject to a lease or other form of assignment;
  - viii. Specify the date of commencement and the intended period of the occupancy; and
  - ix. Specify the full name and contact details of any agent acting for the Owner in respect of any lease.
- b) In the event that an Owner is intending to cease occupying his unit for more than forty five (45) days such Owner shall be obliged to notify the Management Entity in writing within fourteen (14) days of the date on which he ceases to occupy his Unit.

### **7.2. Occupier Absence Guidelines**

- a) Should the Occupier of a Unit intend to vacate the Unit for a period of time for vacation purposes, and with the intention of returning, they are to ensure that:
  - i. All lighting, heating and cooling devices (including air-conditioning) are switched off. Except in periods of high temperature when AC may be required to protect the unit and personal possessions from potential damage;
  - ii. Taps, showers and other water outlets are turned off
  - iii. Drainage areas, plug holes and the like are unobstructed;
  - iv. All windows are closed and doors secured.

### **7.3. Exhibition of Building Rules**

Owners must ensure that a copy of these Building Rules shall be exhibited in a prominent place in any Unit that is made available for leasing or be handed to their tenants before occupancy.