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PURCHASER DISCLOSURE
This Strata Management Statement is in draft form and has been prepared based on the Developer's understanding as to how the Project registered as " RIXOS Al Reem Residences " will be subdivided, operated and managed under the Strata Title Law. The form of this Strata Management Statement may be amended or replaced in part or in full by the Developer prior to registration with the Land Registry in accordance with the sale and purchase agreement and the disclosure statement.

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PART A: COMPULSORY ITEMS

1. Preliminary Matters

- (a) The Strata Scheme is comprised of 386 Units and Common Areas.
- (b) The Association, the Owners, the Occupiers and all persons having an ownership interest in a Unit (to the extent that this Statement applies to such persons) are bound by the provisions contained in this Statement 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 Statement and the Strata Title Law, the provisions contained in the Strata Title Law shall prevail to the extent of such inconsistency.

2. Name of the Association

The Association shall be known as the "RIXOS Al Reem Residences"

3. Numbering of Units

Each Unit in the Strata Scheme shall be numbered as specified in **Column A** of Error! Reference source not found.. Each Owner acknowledges and agrees that the Unit numbering in the Project is provisional only and that the Developer, the ADGM and/or other Relevant Authority may designate a different number or naming convention for the Units upon Registration of the Strata Plan.

4. Unit Entitlements

4.1 List of Proportionate Interests

The Proportionate Interests for the Units are as specified in **Column B** of Error! Reference source not found..

4.2 Method by which the Proportionate Interests are calculated

(a) The Proportionate Interests have been calculated on the basis of area with the Proportionate Interest of each Unit calculated by dividing the Unit Area by the Total Unit Area. Without prejudice to clause 21.6 of this Statement, the Association may vary or otherwise determine the Proportionate Interests in accordance with the Strata Title Law and taking into account other relevant factors, including but not limited to, usage, any exclusive use rights or Terrace Areas forming part of any Unit, and/or additional car parking spaces attributable to a Unit.

(b) Should any Owners not be entitled to benefit from any of the Common Areas (or facilities contained therein), in determining the Proportionate Interests and relevant apportionments, the Association must ensure that any such Owners are not required to contribute to such related expenses or, should the Owner only be entitled to partially benefit from such Common Areas, then such Owner's apportionment is reduced to reflect such partial utilisation.

5. Staging of Project

Construction and handover of the Project is not intended to be staged and, subject to the provisions contained in this Statement, the Common Areas are as depicted on the Strata Plan.

6. Delivery and Use of Utility Services

6.1 Supply of Utility Services

The Utility Services are supplied to the Project as set out in Error! Reference source not found..

6.2 Chilled Water

Chilled Water is supplied to the Project pursuant to an agreement entered into between the Developer and PAL. All rights and obligations of the Developer under the agreement with the Utility Supplier in so far as they relate to the Common Areas are assigned to the Association upon its formation and the Developer shall have no further obligation to the Utility Supplier from the date of such assignment except in relation to any antecedent breaches.

6.3 Chilled Water and other Utility Services not separately metered

(a) If Chilled Water (or any other Utility Services) is not separately metered to the Units and the Common Areas, the Owners may, by Ordinary Resolution, resolve to install separate metering in respect of the supply of Chilled Water (or any other Utility Services not separately metered) to the Common Areas and the Units the costs of which shall be borne by the Owners by way of Service Charges on the basis of:

- (i) their Proportionate Interest with respect to the costs of installing meters to the Common Areas; and
 - (ii) equally with respect to the costs of installing meters to the Unit.
- (b) The Association may raise a Special Service Charge in accordance with this Statement and the Strata Title Law to fund such installation.

6.4 Access to Service Infrastructure and Utility Service Infrastructure

(a) The Association must ensure that reasonable access to the Project is made available to the Utility Suppliers to enable the reading of meters and the servicing of the Service Infrastructure and Utility Service Infrastructure and no Owner may obstruct or prevent access by the Utility Suppliers to such Service Infrastructure and Utility Service Infrastructure at any time.

(b) Without prejudice to the requirements of Applicable Law and rights reserved under the Master Community Governing Documents, the Owners must allow the Association and the Utility Suppliers reasonable access to the Unit for the purpose of reading the meters and, on reasonable prior notice (save in case of emergency), for servicing any parts of the Service Infrastructure and Utility Service Infrastructure.

6.5 Disconnection of Supply

(a) Subject to all Applicable Laws, the Association and/or Utility Suppliers may disconnect the supply of Utility Services to a Unit and/or the Common Areas if an Owner has not paid the Association 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 Association and 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 Services when due and payable due to the failure of the Owners to pay their Service Charges when due and payable or any other reason.

6.6 Other Utility Services

To the extent that the Association specifies any other suppliers of Utility Services for the Project, the Common Areas and/or the Unit, the Owners shall obtain such Utility Services from the nominated service providers.

7. Easements and Covenants

7.1 General Easements, Covenants and Restrictions

(a) An Owner must adhere to the terms of the following easements, covenants and/or restrictions benefiting or burdening the Project, the Common Areas and/or the Unit:

(i) an easement for support and shelter benefiting and burdening the Units and the Common Areas;

(ii) an easement of right of way burdening a Unit where access to other Units or parts of the Common Areas to which other Owners have rights of use or access can only be obtained by passing over or through the burdened Unit;

(iii) such easements, covenants and restrictions burdening the Project and/or the Common Areas benefiting any adjoining property, the ADGM and/or any other person, as provided for in the Constitutional Documents or any Applicable Laws;

(iv) non-exclusive easements created in favour of the general public to allow access to all persons at all times, by day or night, to go, pass and re-pass over certain public areas of the Project; and

(v) such other easements, covenants and restrictions as may be created from time to time in accordance with the Constitutional Documents and any Applicable Laws.

(b) Other than those created by this Statement, an easement, restriction or covenant over a Unit may only be created, varied or removed with the consent of the benefited and burdened Owners.

(c) Other than those created by this Statement, an easement, restriction or covenant over the Common Areas may only be created, varied or removed if the motion to accept such creation, variation or removal is passed by an Extraordinary Resolution.

(d) Each Owner authorises the notation of all easements, covenants and/or restrictions burdening the Project, the Common Areas and/or the 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 this Statement and the rules, regulations and by-laws issued in accordance therewith as may be amended from time to time".

7.2 Owners' Right to Support and Shelter

(a) Each Owner is benefited by and burdened with reciprocal rights of support and shelter from and to each other Owner in respect of its Unit.

(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 Statement) maintain, repair, refurbish and/or reinstate its Unit as necessary and use all reasonable commercial endeavours to ensure that all other Owners' rights of support and shelter are maintained and protected at all times.

(c) Nothing contained in this clause 7.2 shall have the effect of requiring any Owner to undertake works to the Common Areas unless otherwise required to do so under this Statement.

7.3 Access Rights over Common Areas

(a) The Social House Owner (on its own behalf or for and on behalf of the Association, as applicable) shall have the right, but not the obligation to offer A La Carte Services to Owners and Occupiers of the Residence Units on a commercial basis and for such purposes the Social House

Owner shall have the right of access at all times for its personnel, its servants, employees, agents, contractors, and authorised persons to pass over, through and along the Common Areas.

(b) The Owners grant to the Social House Owner (on its own behalf or for and on behalf of the Association, as applicable) and the Service Provider and Suppliers the right to use the Common Areas without cost for the purposes of storing equipment and supplies to assist it in managing and Operating the Project and delivering, or causing to be delivered, the A La Carte Services to the Residence Units.

(c) The Owners must not object to the use of the Common Areas by the Social House Owner (or the Service Provider or any Suppliers) and must not do anything that may interfere with the Social House Owner's use of the Common Areas.

(d) The Owners acknowledge that the ability of the Social House Owner (and the Service Provider and Suppliers) to provide A La Carte Services to the Residence Unit Owners and Occupiers is essential to satisfy the Brand Standards and the Owners must not restrict or seek to restrict the Social House Owner's right of access and right of use specified in this clause 7.3.

7.4 Master Developer Rights

The Owners acknowledge and understand that the following rights and reservations may be granted to/reserved by the Master Developer:

(a) the necessary public, pedestrian and vehicular rights of way and easements for utilities, services and infrastructure over, under and across the Plot; and

(b) to claim/pass on additional costs/charges incurred by the Master Developer levied by any Relevant Authority in respect of any infrastructure, built-assets and/or facilities imposed on the Master Community by any Relevant Authority that were not contemplated and/or accounted for and/or payable by the Master Developer at the earlier time of drafting the master plan or selling the Plot to the Developer, such costs to be apportioned between all plots in the Master Community in accordance with the provisions of the Master Community Declaration or as determined by the Master Developer.

8. Water, Waste, Energy and any Environmental Management Conditions

8.1 Environmental Management Conditions

(a) The Association and the Owners must comply with this Statement, 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 Project and the Unit.

(b) The Association and the Owners must take positive steps to ensure that Utility Services supplied to the Unit 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;

(iii) the provision of disincentives for any failure to observe those guidelines

(c) The Association must take reasonable positive steps to:

(i) recycle waste and to ensure Owners and Occupiers recycle waste;

(ii) facilitate such recycling by arranging for separate collection of different types of waste; and

- (iii) have such waste collected by the relevant recycling agencies or Suppliers.
- (d) Owners and Occupiers must take all reasonable measures to:
 - (i) use Utility Services in an economical and non-wasteful manner;
 - (ii) recycle waste, particularly in accordance with any policies and directions of the Association;
and
 - (iii) help reduce consumption by ensuring doors and windows are closed to assist with cooling efficiency.
- (e) The Association must when replacing items of machinery, plant or equipment give due consideration to using replacement items that are efficient in their use of water and electricity. Where a more efficient replacement item is more expensive, the Association must give due consideration to the benefits of any reductions in operating costs of such replacement item over the medium to longer term.
- (f) When procuring goods and services the Association must give due consideration to companies committed to environmental sustainability.

9. By-Laws

9.1 Binding effect of By-Laws

- (a) The Owners must comply with all By-Laws, the Rules and the directions of the Association and the Association Manager at all times.
- (b) As at the date of this Statement the By-laws are as set out in Error! Reference source not found..
- (c) The Association may take enforcement action against a defaulting Owner and/or Occupier in respect of any breach of a By-Law or Rule in accordance with the Constitution, this Statement and Applicable Law, and may recover from such Owner and/or Occupier any reasonable costs, expenses, losses or damages incurred by the Association as a result of such breach, including by way of a Service Charge Notice or other charge permitted under the Constitutional Documents.
- (d) The remedies available to the Association under clause 9.1(c) are without prejudice to any other rights or remedies available to the Association under Applicable Law, including the right to seek injunctive relief or damages.
 - (a) A breach of the By-Laws or Rules by an Owner or Occupier shall be considered to also be a breach of the Owner's or Occupier's obligations under this Statement.

9.2 Making or varying By-Laws

The Association may, by the requisite resolution determined in accordance with the Strata Title Law, make (or vary from time to time) additional By-Laws to assist in the proper operation, control, management, maintenance, repair and use of the Common Areas and the Strata Scheme generally. When the Association makes By-Laws it must take into account the nature of the Strata Scheme and the various Owners' and Occupiers' interests. The Association may determine operational rules for the use of the Project and its facilities and amend the same from time to time. All Rules (or variations to the Rules) made by the Association must be made in writing and served upon the Owners.

9.3 Service of By-laws

All By-Laws (or variations to the By-Laws) made by the Association must be made in writing and served upon the Owners, or where appropriate, displayed in the Common Areas.

9.4 Consistency of By-laws

By-Laws (or variations to the By-Laws) must be consistent with the Constitutional Documents and all Applicable Laws. If a By-Law is inconsistent with the Constitutional Documents, the provisions of the Constitutional Documents prevail to the extent of the inconsistency.

9.5 Effect of By-laws

A By-Law (or variation to a By-Law) made by the Association applies as though it is set out in full in this Statement.

10. Description of the Structure and Management of the Project

10.1 Structure of the Project

- (a) The Units and the Common Areas together comprise the Strata Scheme.
- (b) This Statement applies to the Strata Scheme.
- (c) All Owners must comply at all times with the provisions contained in this Statement and must proportionally contribute to the expense of controlling, managing, operating, maintaining and repairing the Common Areas in the form of Service Charges (levied pursuant to a Service Charge Notice) in accordance with this Statement.
- (d) The Project is located within the ADGM. All Owners must comply at all times with the provisions contained in the Master Community Governing Documents and must proportionally contribute to the expense of controlling, managing, operating, maintaining and repairing the shared areas and common use facilities within the ADGM in the form of Master Community Service Charges. In the event of any inconsistency between the provisions of the Master Community Governing Documents and this Statement, the provisions of the Master Community Governing Documents shall prevail to the extent of the inconsistency.

10.2 Management Structure

10.2.1 Association

- (a) The Association is constituted on or about the date of Registration of the Strata Plan in accordance with the Strata Title Law. Each Owner is a member of the Association.
- (b) The Association is responsible for the implementation and proper enforcement of the provisions contained in this Statement and to supervise, manage and control the proper operation, maintenance and repair of the Common Areas for the benefit of all Owners.

10.3 Interim Management and Association Manager

10.3.1 Interim management

Pending the constitution of the Association, the Developer (or its nominee) shall be entitled to manage, administer, operate and maintain the Project and the Common Areas on an interim basis and to exercise all functions reasonably required to do so. All actions taken in good faith by the Developer during such interim period shall be deemed valid and binding on the Association upon its constitution.

10.3.2 Association Manager

- (a) Upon constitution of the Association, the Association may appoint a manager in accordance with the Constitution. The Developer (or its nominee) shall be deemed appointed as Association Manager from the date of constitution and shall continue to act in that capacity until replaced in accordance with the Constitution.
- (b) The Association Manager is responsible, in accordance with this Statement, the Constitution and Applicable Law, for the administrative, secretarial and financial affairs of the Association and for the supervision of the day-to-day operation, management, maintenance and repair of the Common Areas, including monitoring Suppliers' performance under Supply Agreements.
- (c) The Association Manager must have the relevant experience and expertise in providing the management services to the Project.
- (d) Save for where otherwise required by Applicable Law or the requirements of any Relevant Authority, the Association must make decisions in accordance with this Statement (including in furtherance of compliance with the Brand Standards).

10.4 The Service Provider

The Social House Owner (on its own behalf or for and on behalf of the Association, as applicable) may delegate some, or all, of its rights and obligations under this Statement to the Service Provider such that the Service Provider can act for and on behalf of the Social House Owner and/or the Association, as applicable, in respect thereof, and as a third party beneficiary of the relevant rights granted in this Statement.

10.5 Other Suppliers

- (a) Any Supplier appointed by or on behalf of the Association must be a reputable, properly qualified and licensed contractor with relevant experience and expertise in providing services to buildings of a similar size and nature to the Project.
- (b) The Association must obtain and maintain a copy of the Supplier's current licence at all times.

11. Brand and Building Operation

11.1 No Objection to Lawful Use

- (a) The Social House Owner is entitled to undertake any lawful business activities from the Social House in its absolute discretion in accordance with its commercial licence.
- (b) The Owners shall not object to the undertaking of any lawful business activities by the Social House Owner including the service of food and beverages, events and live entertainment to members of the public in relation to the Social House.

11.2 Brand Standards

- (a) The Project has been constructed in accordance with the Brand Standards. The Association and the Owners must ensure that the Project is Operated and maintained at a standard that is consistent with the Brand Standards and in a manner which shall not diminish the reputation or status of the Service Provider or the Brand or the Units or interfere with the operation of the Units or the Common Areas. The Association and the Owners shall ensure that all Suppliers engaged by, or on behalf of, the Association to provide services to the Common Areas have the requisite experience and expertise to provide the services for which they are engaged to such standards.
- (b) The Owners must not seek to reduce or diminish the level of services or the amount of the Service Charges in such a manner that results in a failure to adhere to the Brand Standards or otherwise

adversely impacts the operation and maintenance of the Project in accordance with clause 11.2(a) and the other requirements of this Statement.

(c) The Owners acknowledge and agree that it is intended by the Developer that the Project shall be managed and operated in accordance with the Brand Standards and that all Service Charges shall be sufficient to cover the costs of maintaining the Project in accordance with the Brand Standards. For the avoidance of doubt, the Owners acknowledge and agree that the Brand Standards may exceed the minimum service standards imposed by the Relevant Authorities with respect to regulated activities and, as such standards are in the best interests of all Owners, the Owners may not object to such higher standards at any time.

11.3 Brand Services

(a) To ensure the preservation of the Brand Standards, the Association (acting initially through the Developer as interim manager and/or Association Manager, if applicable) has appointed the Service Provider to provide the Brand Services and may delegate its rights and obligations with respect to the Common Areas.

(b) The operation and management of the Building as contemplated in the Constitutional Documents and the provision for delegation by the Association to the Service Provider pursuant to clause 10.4 is an essential requirement of the Service Provider to enable the Project, or the relevant parts thereof, as agreed between the Service Provider and the Association, to be associated with the Brand.

(c) The Service Provider will determine the Brand Standards and the Brand Services that will be provided to the Project, or the relevant parts thereof, from time to time to comply with the Service Provider's brand requirements and to ensure that the Residence Units remain positioned in the market as world-class luxury residences operated to a standard at least equal to those of other high-end luxury residential real estate projects operated by the Service Provider or its affiliates.

(d) The fees of the Service Provider to operate and manage the Common Areas will be a Common Area Expense payable by the Owners and as part of the Service Charges.

(e) In the event the Brand Standards are not being maintained or the agreement between the Association and the Service Provider relating to Brand Services expires or is terminated for any reason, the Service Provider may remove all signs or other materials bearing any of the relevant Marks from the relevant parts of the Project and all services provided by such Service Provider shall cease.

(f) The Owners must not restrict or seek to restrict the right to provide the Brand Services to the Project, or the relevant parts thereof, including the Common Areas and the Unit, or otherwise diminish the Owners' obligations contained in this Statement.

(g) Save for any changes required by Applicable Law, Land Registry or any other Relevant Authority, the Owners acknowledge that the Association may add, change or cancel provisions of this Statement (save as otherwise provided in this Statement) but only if adding, changing or cancelling the provision does not have the effect of, or possible effect of, the Project not complying with the Brand Standards (unless otherwise approved in writing by the Service Provider).

11.4 A La Carte Services

(a) The Social House Owner (on its own behalf or for and on behalf of the Association, as applicable) may elect to provide, or cause to be provided, A La Carte Services to Owners and Occupiers of the Residence Units (either directly or via external Suppliers supervised by the Service Provider) and the cost of such A La Carte Services shall be payable by those Owners and Occupiers of the Residence Units that order such services.

(b) The Social House Owner (on its own behalf or for and on behalf of the Association, as applicable) shall solely determine what A La Carte Services (including the cost of such services) shall be made available to Owners and Occupiers of the Residence Units, from to time, based on market demand and the availability of appropriately qualified staff and external Suppliers (where applicable). The Social House Owner (on its own behalf or for and on behalf of the Association, as applicable) shall solely determine any areas of the Project from which A La Carte Services may be provided to Owners and Occupiers, and the Owners must not restrict or seek to restrict the Social House Owner from providing or facilitating the provision of A La Carte Services from any Common Areas.

(c) No Owner shall object to (or do anything that may prevent or inhibit) the Association or the Service Provider or the Social House Owner delivering A La Carte Services to any of the Owners or Occupiers of the Residence Units.

11.5 Ownership of Brand Intellectual Property

(a) The Social House Owner (on its own behalf or for and on behalf of the Association, as applicable) may from time to time either own rights in, or enter into agreements (each a “**Brand License Agreement**”) providing it with rights in, certain trademarks, trade names and/or other intellectual property allowing for the association of the Project with the Brand and the Brand Intellectual Property..

(b) The Owners acknowledge that, in the event the Brand Standards are not being maintained by the Social House Owner (on its own behalf or for and on behalf of the Association, as applicable) or the Owners or any such Brand License Agreement expires or is terminated for any reason, the use of the Brand Intellectual Property may cease at, or within, the Project, all indications of or references to any connection between the Project, or the relevant parts thereof, including the Unit and the Common Areas, and the Brand, including all signs or other materials bearing any of the Brand Intellectual Property, may be removed and all Brand Services provided by the then-existing Service Provider shall cease.

(c) The Brand Intellectual Property shall at all times remain the sole and exclusive property of the Service Provider (or its affiliates).

11.6 Suppliers

(a) The Association (or the Association Manager on its behalf) may appoint Suppliers to assist it with the undertaking of its functions under this Statement.

(b) Any appointed Supplier must be a reputable, licensed contractor with relevant experience and expertise in providing services to Projects of a similar size and nature to the Project and to the Brand Standards.

11.7 Owners

Each Owner is responsible for the operation, maintenance and repair of its Unit in accordance with this Statement and for assisting the Association with the enforcement of the provisions contained in this Statement.

11.8 Meetings

Meetings of the Association shall be convened in accordance with the Constitution and Applicable Law. The Association Manager shall call a general meeting of the Association where required to approve the Budget in accordance with section 19 of this Statement.

11.9 Insurance and Damage/Destruction

(a) The Association shall procure and maintain insurance in respect of the Project and the Common Areas in accordance with the Strata Title Law, the Constitution and Applicable Law. In addition, the

Association may procure such additional insurance as may be deemed necessary or advisable by the Service Provider from time to time.

(b) Each Owner of a Unit must effect and maintain adequate and appropriate household and contents insurance covering damages to its Unit and consequential damages to other Units or Common Areas. All insurance policies obtained pursuant to this clause 11.9 shall be taken out with a reputable insurer in the name of the Owner and must be for the full replacement value and include a specific allowance for the removal of debris. Duplicate or certified copies of the policies and all renewal certificates and endorsement slips are to be held by the Association.

11.10 Damage/Destruction

Damage to or destruction of a Unit or the Common Areas shall be dealt with in accordance with the Constitutional Documents, Strata Title Law and Applicable Law.

11.11 Exclusion of Liability

Subject to all Applicable Laws, the Master Developer, the Association, the Association Manager and the Service Provider are not liable for the death of, or injury to an Owner, Occupier, Invitee or any other authorised or unauthorised persons or for damage to any vehicle of theirs, or for any actions, claims, costs, damages, demands, expenses, liabilities, losses, proceedings or any other liability whatsoever incurred by them in the use, whether authorised or not, of the Project including the Unit, the Common Areas or in the exercise of any rights granted by this Statement.

PART B: OPTIONAL ITEMS

12. Restrictions on How a Particular Unit can be used

12.1 Use

(a) An Owner must ensure that its Unit is used strictly for its Permitted Use in accordance with all Applicable Laws.

(b) As such, subject to the provisions contained in this Statement, only Owners and Occupiers and their direct family members and domestic employees (subject to approval and clearance from Relevant Authorities) may occupy a Unit.

(c) Save for the Social House which each of the Owners acknowledge, subject to Applicable Law, is intended to be operated for commercial purposes in accordance with the terms and conditions of the Social House Owner (or the Service Provider on its behalf), no business or commercial activity to which the general public is invited shall be conducted within any Residence Unit or the Common Areas. No Owner may object to any hours of operation of the Social House that has been approved by the Relevant Authorities.

(d) No Owner or Occupier of a Unit may partition its Unit for the purposes of letting out individual rooms or otherwise.

(e) Owners and Occupiers of a Residence Unit:

(i) must ensure that all household staff, including (but not limited to) housemaids, drivers, cooks, and gardeners hold a valid residence visa issued by the [Abu Dhabi Naturalisation & Residency Directorate (ADNRD)] at all times when occupying or working within the Project; and

(ii) are fully responsible if they are found accommodating household staff not directly sponsored by them and shall indemnify the Association, Association Manager, the Service Provider, the Developer and other Owners and Occupiers against any loss that may arise from such breach.

12.2 No Objection

Provided an Owner's use of its Unit complies with the provisions contained in this Statement, including, but not limited to clause 12.1, no other Owner may object to such Owner's use of its Unit and must not do anything that may interfere with an Owner's lawful use of its Unit.

12.3 Change of Use

(a) The Permitted Use of a Unit or the Common Areas may not be changed without the prior written consent of the Developer and the Association and without first obtaining any necessary licence for such use from the Relevant Authorities.

(b) The Developer or the Association may withhold its consent to any change of use should it consider, in its absolute discretion, the proposed use is not in keeping with the Project or the Strata Scheme or Brand Standards, or otherwise has a detrimental effect on other Owners or Occupiers within the Project.

(c) In the event that a change in the Permitted Use is consented to by the Developer or the Association, the applicant Owner must also obtain the consent and any necessary licence for such use from the Relevant Authorities and provide a copy of the same to the Association before using the Unit for the proposed change of use.

(d) Any consent granted by the Developer or the Association may be granted subject to such conditions as the Developer or the Association considers appropriate, including the allocation to the Owner of any additional costs that may be incurred by the Association arising from such change of use (such as additional Insurance premiums).

12.4 Leasing

12.4.1 In addition to any requirements of the Strata Title Law, an Owner of a Unit will not enter into a Lease, or market the Unit for Lease, unless all of the following conditions have been fulfilled:

(a) the Lease is a Qualifying Lease and the Owner has procured the prior written consent of the Association;

(b) the Lease is in accordance with the terms and conditions of the Constitutional Documents and the Owner is not in breach of any of its obligations under the Constitutional Documents;

(c) the Owner has paid all Service Charges and Master Community Service Charges owing prior to the date of commencement of such Lease;

(d) the Lease does not require any physical separation or partitioning of the Unit into further units; and

(e) the Lease is in accordance with Applicable Law including prevailing policies of the Land Registry

12.4.2 Where the Developer remains an Owner of a Unit, the provisions of clause 12.4.1 shall not apply.

12.4.3 In addition to the obligations in clause 12.4.1 above, an Owner shall not (i) lease or offer its Unit as part of any Shared Occupancy Plan or as a "holiday home" under any Abu Dhabi Department of Culture and Tourism or ADGM permitted scheme, or other similar scheme, without the Association's prior written consent or "no objection", nor (ii) apply for, or participate, in any "holiday homes" licence or scheme.

12.5 Number of Invitees

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

13. Architectural Code and Operational Standards

13.1 Alterations to the Unit's Appearance

An Owner must not alter the external appearance of its Unit (including its internal appearance visible from any other Units or the Common Areas) at any time without the approval of the Association, which approval may be withheld where it determines that such alteration is not in keeping with the Brand Standards.

13.2 Architectural Code and Works

(a) The Owners must at all times comply with the Architectural Code when undertaking any works (including all alterations, amendments, changes, renovations and refurbishments) to the Common Areas or the Unit.

(b) An Owner undertakes at all times to ensure that any works to its Unit are carried out in accordance with this Statement, and in such a way as to limit disruption to others and reduce noise, vibration and nuisance to other Owners and Occupiers. Further, and as a requirement to preserve the Brand Standards, prior to any disposal of its Unit, an Owner shall reinstate any modifications made to its Unit unless the Owner obtains the written consent of the Association and the Service Provider to retain such modifications within the Unit.

13.3 Common Area Refurbishment

(a) The Association must consider the state of the Common Areas and the need for any refurbishment at each annual General Meeting and must ensure that the Common Areas is refurbished from time to time to ensure that the Brand Standards are maintained.

(b) The Association must strictly comply with the Applicable Law with respect to the repair and maintenance of the Common Areas and the Owners expressly authorise the Association to take such reasonable steps and expend such monies from the General Fund and Reserve Fund (as applicable) for such purpose.

13.4 Amendment to the Architectural Code

The Architectural Code may only be amended by the Association.

13.5 Operational Standards

(a) The Association must ensure that the Common Areas is managed, operated and maintained to the Brand Standards and shall ensure that all Suppliers engaged by, or on behalf of, the Association to provide services to the Common Areas, and the Association generally, have the requisite experience and expertise to provide the services for which they are engaged to such Brand Standards.

(b) The Owners must not vote in favour of any Resolution that seeks to reduce or diminish the level of services in such a manner that results in a reduction of the standard specified in clause 13.5(a).

13.6 Refurbishment of the Social House

Notwithstanding any other provision contained in this Statement, the Social House Owner may, without the Approval of the Association, renovate, refurbish or upgrade the Social House from time to time, provided always that the works undertaken comply with the Architectural Code (save that Approval is not required).

14. Restrictions on Use of Specified Parts of the Project

14.1 General Use of Common Areas

(a) Subject to the provisions of this Statement, the Common Areas may be used by the Owners and the Occupiers (including their Invitees).

(b) An Owner must not (and must ensure that its Invitees do 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 Statement.

(c) An Owner must not restrict or seek to restrict any Owner (or the Owner's Occupiers or Invitees), the Association's or the Social House Owner's or the Service Provider's right of use or access to any of the Common Areas that have been granted under this Statement or is required to enable the Owner, the Association, the Social House Owner or the Service Provider to fulfil its obligations under this Statement.

(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 Statement to that Occupier however the Owner shall remain responsible to the Association with respect to such rights of use and access and with complying (or procuring compliance) with the obligations of the Owner under this Statement.

(e) Subject to the provisions of this Statement, 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.

(f) Notwithstanding clause 14.1(a) the Association 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 Association requires the utilisation of an area within the Common Areas from which to carry out its administrative functions and fulfil its obligations under this Statement; and

(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 Association does so by Ordinary Resolution and that such restriction complies with Applicable Law and does not detrimentally affect the use and enjoyment of the Common Areas by any Owner or Occupier (or their Invitees).

14.2 Residential Amenities

(a) The Residential Amenities are for the exclusive use of the Owners of the Residences Units and their Occupiers only.

(b) The Association and the Owners of the Units must not allow any member of the public who is not an Owner or Occupier of a Unit to access or utilise the Residential Amenities at any time and must not offer any memberships or usage rights to any member of the public in this regard.

- (c) The Owners and Occupiers of the Units must strictly comply with the directions of the Association when using the Residential Amenities, including limiting the use of one or more amenities to children and/or females at all times or during certain hours.
- (d) An Owner of a Unit must not (and must ensure that any Occupier of its Unit does not) bring onto, or consume, any alcohol in or at any of the Residential Amenities.
- (e) The Owners and Occupiers of the Unit use the Residential Amenities at their own risk and indemnify and hold the Developer, the Association, the Master Developer and the Service Provider (in each case as applicable) harmless against any loss arising from the use of the Residential Amenities.
- (f) The Association may suspend an Owner's or Occupier's right to use the Residential Amenities if the Owner does not pay its Service Charges or is otherwise in default of its obligations in this Statement.
- (g) The Association may temporarily close the Residential Amenities (or any part thereof) for cleaning, repair or maintenance thereof.
- (h) No Owner or Occupier of a Unit may take on to or place any item on the Residential Amenities without the prior written consent of the Association including:
- (i) outdoor furniture;
 - (ii) pergolas, umbrellas, awnings, screens, shutters 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 Residential Amenities).
- (viii) An Owner must not conduct any private party or function within the Residential Amenities without the prior Approval of the Association, which Approval may be given subject to conditions including the payment of fees and/or security deposit.

14.3 Invitees to the Residential Amenities

The Owners of the Units acknowledge and agree that:

- (a) should the Association elect to allow Invitees of the Owners or their Occupiers to use the Residential Amenities during periods of low occupancy, the Association may impose such restrictions upon such entry and use including, without limitation:
- (i) limiting the number of Invitees that Owners (or their Occupiers) may invite;
 - (ii) limiting the times and days that Invitees may utilise the Residential Amenities;
 - (iii) limiting the areas and facilities within the Residential Amenities that are available for use by the Invitees; and

- (iv) charging an access fee on Invitees for the use of the Residential Amenities.

14.4 Operation and Management of the Common Areas

Subject to the provisions contained in this Statement, the Owners acknowledge that the responsibility for Operating the Common Areas is with the Association.

14.5 Developer's Signage

(a) Subject to strictly complying with the Architectural Code and all Applicable Laws, the Developer, the Service Provider and/or the Association may affix or exhibit any Signage on the Façade and other parts of the Project in its absolute discretion.

(b) The Owners acknowledge that the Intellectual Property associated with the Developer's Name is the sole and exclusive property of the Developer. The Owners must not use the Intellectual Property associated with the name of the Developer without the prior consent in writing of the Developer (which may be given or withheld in the Developer's absolute discretion).

(c) Owners must not vote to remove any Signage erected by the Developer or Service Provider in accordance with clause 14.5(a), change the name of the Project, or seek to charge the Developer or Service Provider any fees with respect to the placement of such Signage whatsoever.

(d) The Developer, the Service Provider and/or the Association may in its sole discretion remove any Signage displaying the Developer's Name, the Project Name or the Brand Intellectual Property from the Project or relevant parts thereof at any time at their sole discretion.

15. Granting of Exclusive Use Licences Over Common Areas

15.1 Exclusive Use Areas

(a) The Developer may grant an Exclusive Use Licence prior to registration of the Strata Plan with the approval of the Land Registry, the Master Developer and any other Relevant Authorities. Following registration of the Strata Plan, the Association may, by Extraordinary Resolution (where the benefitted Owner also votes in favour of such motion), grant an Owner an Exclusive Use Licence with respect to designated parts of the Common Areas subject to this Statement and register the relevant by-law to give effect to the same.

(b) When granting an Exclusive Use Licence pursuant to clause 15.1(a) the Association must ensure that:

- (i) the Exclusive Use Area is clearly identified and defined;
- (ii) the period of tenure is specified (or if unlimited in time, this is specified); and

(iii) appropriate conditions are imposed on the Owner benefiting from the Exclusive Use Licence with respect to the use and enjoyment of the Exclusive Use Area including conditions with respect to the operation, maintenance and Insurance of the Exclusive Use Area and the payment of any costs to the Association in respect of the operation, maintenance and Insurance of the Exclusive Use Area all in accordance with the Brand Standards.

(c) Nothing contained in clause 15.1(a) shall entitle the Association to grant an Exclusive Use Licence to an Owner in such a manner as to detrimentally affect another Owner's right to use the Common Areas unless the affected Owner votes in favour of the granting of the Exclusive Use Licence.

15.2 Variation of Exclusive Use Licence

- (a) The Association may only vary or extinguish an Owner's Exclusive Use Licence by way of an Ordinary Resolution where the entitled Owner votes in favour of the proposed motion.
- (b) Nothing contained in this clause 15 shall affect the right of the Association to suspend the use of an Exclusive Use Area in the event that an Owner fails to comply with the provisions contained in this Statement.
- (c) In the event that an Exclusive Use Licence lapses due to the passage of time under the Strata Title Law, the Association and the Owners must pass a resolution granting the Owner such Exclusive Use Licence for a further period being the maximum period permitted under the Strata Title Law.

15.3 Transfer of Exclusive Use Licence

- (a) An Owner may not transfer its Exclusive Use Licence to another Owner without the prior written consent of the Association whose consent may be withheld if the Association considers that the transfer of the Exclusive Use Licence is not in the best interest of the Strata Scheme or the Owners.
- (b) The Association shall, at the cost of the transferee Owner, use all reasonable commercial endeavours to Register an amendment to this Statement to reflect any approved transfer of the Exclusive Use Licence, to the extent permitted under Applicable Law.
- (c) The transferee Owner of any Exclusive Use Licence shall receive such right subject to any conditions attached to the Exclusive Use Licence and shall assume the rights and obligations of the previous Owner in respect of the Exclusive Use Area as at the date the transfer is consented to in writing by the Association.
- (d) Subject to Applicable Law, in the event that the Developer has any Exclusive Use Licence as at the date of Registration of this Statement, the Developer may transfer such Exclusive Use Licence to any Owner without the consent of the Association.

15.4 Maintenance of Exclusive Use Areas

Unless otherwise specified in the conditions imposed upon the Owner by the Association in granting the Exclusive Use Licence:

- (a) an Owner shall be responsible for the day to day cleaning and general maintenance of the Exclusive Use Area. Such cleaning and maintenance must be carried out regularly to a standard equivalent to the cleaning and maintenance of the remainder of the Common Areas and the Brand Standards; and
- (b) the Association shall be responsible for the repair, maintenance and refurbishment of a capital nature of the Exclusive Use Area except with respect to any materials or finishes that have been changed by the benefiting Owner or the need for repair, maintenance or refurbishment was caused by a negligent or wilful act of the entitled Owner whereby the entitled Owner shall be so responsible.

15.5 Exclusive Use Licence Fee

An Owner that has been granted and utilises an Exclusive Use Licence shall pay to the Association a fee for the period of utilisation an Exclusive Use Licence fee calculated by multiplying the Exclusive Use Area by the Proportionate Interest rate for the Service Charges for the utilisation period and payable in the same manner and due on the same payment dates as the Service Charges.

15.6 Granting of Sub-Licences to Owners

(a) An Owner that has been granted an Exclusive Use Licence may further grant a sub-license of the Exclusive Use Area, in whole or in part, to an Occupier together with the lease of its Unit without the prior written consent of the Association subject to the provisions of this Statement.

(b) Notwithstanding any granting of a sub-license of an Exclusive Use Licence by an Owner to an Occupier, the Owner shall remain solely liable for the performance of the obligations under this Statement with respect to the Exclusive Use Licence including, without limitation, the Exclusive Use Licence fee assessed against the Exclusive Use Area for the utilisation period.

16. Duties and Obligations of the Owners

16.1 Obligations of the Owners

16.1.1 General Obligations of the Owners

An Owner must at all times:

(a) ensure the Association is, and remains, properly constituted in accordance with this Statement and all Applicable Laws;

(b) comply with the provisions of this Statement, the Constitutional Documents (as applicable) and all Applicable Laws and the rules and directives of any Relevant Authority; and

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

16.1.2 Notice to the Association

The Owners must at all times keep the Association Manager notified of:

(a) any mortgage over its Unit and the name and address of the mortgagee (including any changes);

(b) the discharge of any mortgage over its Unit; and

(c) the name, address, email address and contact numbers of the Owner and the name and contact number of any Occupier and the duration of any lease, license or other right of possession or occupation.

16.1.3 Nature of Owners' Obligations

(a) The obligations of each of the Owners under this Statement 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) Where the context permits, any provision of this Statement 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 Statement except that the reference to "Owner" shall be read as a reference to "Occupier" as the case may be.

(c) Where the context permits, Owners must ensure that its Occupiers (and any Invitees or Visitors) comply with all of their obligations under this Statement and all Applicable Laws and the Association may exercise any rights against each and any of the Owner or Occupier in relation to any breach by either 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 Statement to that Occupier, however the Owner shall remain responsible to the Association with respect to such rights of use and access.

16.1.4 Constitutional Documents

Any action or omission by an Owner which would constitute a breach of a provision of the Constitutional Documents (as applicable) shall constitute a breach by that Owner under this Statement. The Association shall have all such rights against such defaulting Owner in respect of a breach of a provision of the Constitutional Documents (as applicable) as it would have if such provision was repeated entirely in this Statement.

16.1.5 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 Project and/or the ADGM; and

(ii) indemnifies and holds harmless the other Owners, the Association (and the Association Manager), the Developer, the Service Provider and their respective Suppliers and authorized 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) that Owners' and its Occupiers and Invitees' occupation or use of its Unit, the Common Areas and/or the Project; and

(B) any actions or omissions by the Owners, its Occupiers or Invitees and/or any breach by the Owners, its Occupiers or Invitees of any of its obligations under the Constitutional Documents (as applicable) 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 16.1.5 a reference to an Owner includes its Occupiers and their respective Invitees and Visitors.

16.2 Maintenance and Repair

16.2.1 Owner Responsible for Own Unit

(a) An Owner must at its own cost and in accordance with the Brand Standards:

(i) properly maintain, clean and keep in a state of good and serviceable repair its Unit; and

(ii) properly operate, maintain, repair and whenever reasonably necessary renew or replace any fixtures or fittings within its Unit which may, if not properly operated, maintained, repaired, renewed or replaced, have an adverse impact on the proper functioning of the Common Areas.

(b) In carrying out its functions in this clause 16.2.1, an Owner must engage only licensed Suppliers Approved by the Association, take into account the requirements set out in this Statement (including the Architectural Code) and comply with all Applicable Laws and any applicable requirements and regulations of any Relevant Authority.

(c) The Association shall determine the procedure for approving the entry of Suppliers to the Project (including the issuing of entry and work permits) and the Association Manager may, in its

discretion, require additional procedures for approving the entry of Suppliers to the Unit and all Owners (and Occupiers) must strictly comply with such procedures and the directions of the Association Manager.

16.2.2 Maintenance of Common Areas

(a) Subject to clause 16.2.2(b), (and any other provisions of this Statement), the Association is responsible for the maintenance, repair, refurbishment and replacement of the Common Areas which shall be payable by the Owners on the basis of their Proportionate Interests (or as otherwise provided in this Regulation or approved by any Relevant Authority) by way of Service Charges.

(b) If any maintenance, repairs, refurbishment and replacement of the Common Areas is required as a result of damage caused by, or due to the negligence or wilful act of an Owner (or its Occupier or Invitee) or the misuse or bad treatment by the Owner (or its Occupier or Invitee) of the Common Areas and/or a Unit outside the usual permitted use of such Unit and/or Common Areas (excluding fair wear and tear), the costs of the Association undertaking such maintenance, repairs, refurbishment and replacement of the Common Areas shall be recoverable by the Association from the relevant Owners as a debt payable on demand.

(c) Each Owner must pay to the Association, its Reserve Fund Contribution as part of its Service Charges as and when such Service Charges fall due.

16.2.3 Emergency Repairs

(a) The Owners and Occupiers expressly authorise the Association 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 Association undertaking any Emergency Repairs to a Unit shall be payable by the Owner of that Unit that required the repair unless:

(i) the Emergency Repairs are required as a result of damage caused to the Unit by, or due to, the negligence or wilful act of another Owner (its Occupier or Invitee) or the misuse or bad treatment by another Owner (its Occupier or Invitee) of any part of the Project outside the usual and permitted use of such part of the Project (excluding fair wear and tear), whereby the costs of the Association undertaking such Emergency Repairs shall be recoverable by the Association from the responsible Owner as a debt payable on demand; or

(ii) the Emergency Repairs are as a result of damage to or failure of the Common Areas whereby the cost of the Emergency Repairs shall be payable by the Owners in accordance with their Proportionate Interests.

(c) The costs of the Association undertaking any Emergency Repairs to Common Areas shall be payable by the Owners in accordance with their Proportionate Interests unless the Emergency Repairs are required as a result of damage caused to the Common Areas by, or due to the negligence or wilful act of an Owner (or its Occupier or Invitee) or the misuse or bad treatment by the Owner (or its Occupier or Invitee) of any part of the Project outside the usual and permitted use of such part of the Project (excluding fair wear and tear), whereby the costs of the Association undertaking such Emergency Repairs shall be recoverable by the Association from the responsible Owner as a debt payable on demand.

16.2.4 Reporting damage or want of repair

The Owners must report any damage or want of repair to the Common Areas to the Association Manager as soon as becoming aware of such damage or want of repair including, in particular, any damage to Common Areas located wholly within the Owner's Unit or Exclusive Use Area that is not frequently inspected by the Association Manager.

16.2.5 Reduce Disturbance

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

16.3 Transfers and Disposals

No Owner may enter into any sale, transfer, novation, assignment or other disposal of a Unit unless the prior Approval of the Association has been obtained and the transferee Owner has executed the Purchaser Acknowledgement.

16.4 Signage

16.4.1 Erection of Signage

An Owner must not affix any Signage to the Common Areas (or any Signage within its Unit that is visible from the Common Areas or outside the Unit) except with the prior written consent of the Association, whose consent may be withheld in its absolute discretion in the event that the Association does not consider such proposed Signage to be in keeping with the Strata Scheme or the Project or the Brand Standards.

16.4.2 Maintenance of Signage

An Owner shall be solely responsible for the repair and maintenance of any approved Signage erected by or on behalf of that Owner, and shall ensure that at all times such Signage is maintained to a standard equivalent to the standard of the remainder of the Common Areas and the Brand Standards. In the event that an Owner fails to adequately maintain any Signage in accordance with this clause, the Association may, in addition to any other rights under this Statement, remove such Signage at the cost of the Owner who has failed to adequately maintain the Signage.

16.5 Rights of Access

(a) Subject to all Applicable Laws, each Owner must allow and irrevocably authorises the Association (and their Suppliers) to enter and access all necessary parts of the Project (through, over or under any Unit) at all reasonable times upon reasonable notice (except in the case of emergency when no notice is required) to do all things required by this Statement including:

(i) access to the Façade to undertake any cleaning, repair and/or maintenance and to carry out any other obligations under this Statement; and

(ii) access to secure and/or run cabling and equipment to and/or over any part of the Project or a Unit as may be necessary to enable them to perform their function.

(b) Each Owner must allow and irrevocably authorises the Association (and its Suppliers) to enter any part of its Unit at all reasonable times upon reasonable notice for the purpose of reading any meter installed within the Unit relating to any Common Areas, the Owner's Unit or which is otherwise charged by or through the Association.

(c) No Owner may charge the Association any fee for providing access to its Unit to do things required by this Statement.

(d) When any party exercises its right to access parts of the Project, it must:

- (i) not interfere unreasonably with an Owner's or Occupier's lawful use or quiet enjoyment of its Unit;
 - (ii) cause as little damage as possible to the Project or Unit and any improvements on them; and
 - (iii) if damage is caused as a result of the exercise of the right of access, that part must, at its own cost, restore the Project or Unit as nearly as practicable to the condition it was in before the damage occurred.
- (e) 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.

17. Car Parking

17.1 Car Parking Space Allocation

- (a) Each Car Parking Space specified in column C of Schedule 3 and located as described in column D of Schedule 3 is included in the title to the relevant Unit specified in column A of Schedule 3.
- (b) Each Owner may park one vehicle wholly within each Car Parking Space only subject to the terms of this Statement, the By-Laws and all Applicable Laws.

17.2 Use of Car Parking Spaces

The Owners must at all times comply with the By-Laws, Rules and the directions of the Association with respect to the use of the Car Parking Spaces at all times.

17.3 Suspension of Car Park Use

- (a) The Association may suspend an Owner's use of its Car Parking Spaces in the event that:
 - (i) the Owner fails to pay all monies due and payable to the Association under this Statement by the due date for payment; or
 - (ii) the Owner breaches its obligations under this Statement and fails to rectify such breach upon notice from the Association within the period specified in such notice, for such period as any such breach is subsisting.
- (b) Any suspension of the use of the Car Parking Spaces pursuant to clause 17.3(a) is without prejudice to any other right of action of the Association in respect of any breach of the Owner's obligations.

17.4 Alienation of Car Parking Spaces

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

17.5 Car Parking Expenses

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

17.6 Rights of Entry

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

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

18. Terrace Areas

18.1 The Terrace Areas (excluding any part of the Façade that is Common Area and such parts of the Façade and equipment used to illuminate or clean the Façade) form part of the Unit within which they are located.

18.2 Cleaning and General Maintenance

Day-to-day cleaning, repair and general maintenance of a Terrace Areas forming part of a Unit (and excluding any part of a Façade and equipment used to illuminate or clean the Façade) is the responsibility of the Owner of such Unit.

18.3 No Structural Works

An Owner must not carry out any structural works on its Terrace Area nor otherwise alter a Terrace Area in any manner without the prior written consent of the Association (whose consent 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 Terrace Area; or
- (c) the painting or resurfacing of any surface of the Terrace Area, including any walls or balustrades.

18.4 Maintenance of Terrace Areas

In addition to the obligations contained in clause 18.3, an Owner of a Terrace Area must:

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

18.5 Items on the Terrace Areas

- (a) Save in respect of the Social House, an Owner must not, without the prior written consent of the Association, place any item on a Terrace Area that is not in keeping with the Brand Standards or the rest of the Project including:
 - (i) umbrellas, awnings (save where forming part of outdoor furniture), screens, shutters or the like;

- (ii) structures of a temporary or permanent nature;
 - (iii) planter boxes, storage sheds or 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 in accordance with clause 18.5(a) must:
- (i) be appropriately weighted so as not to be affected by wind; and
 - (ii) not overload the Terrace Area or otherwise impact upon the structure of the Project.
- (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 Terrace Areas including on any balustrade.
- (d) Nothing contained in this clause 18, shall operate to prevent the Social House Owner from placing any item or erecting any structure on any Terrace Area located within the Social House.

19. Residential Services Agreement

To the extent that a Residential Services Agreement has been granted and remains effective and binding, and subject always to Applicable Law and the requirements of the Land Registry and any other Relevant Authority, the following provisions will apply in respect of the Project:

- (a) The Project is intended to be operated and maintained in accordance with the Brand Standards as may be determined by the Service Provider from time to time.
- (b) To ensure the preservation of the Brand Standards the Association may appoint and enter into the Residential Services Agreement with the Social House Owner (under the supervision of the Service Provider).
- (c) The entering into of the Residential Services Agreement is an essential requirement of the Social House Owner (and the Service Provider) to enable the Project to be associated with the Brand.
- (d) The Service Provider may determine the Brand Standards and the Brand Services that will be provided to the Project from time to time by the Social House Owner to comply with the Brand Standards and to ensure that such areas are kept in a manner comparable to other branded residence projects operated by the Service Provider (and its affiliates) under the Brand Standards.
- (e) The cost of the Social House Owner (under the supervision and management of the Service Provider) providing the Brand Services to the Project pursuant to the Residential Services Agreement will be payable by the Owners and shall form part of the Service Charges.
- (f) Any failure by the Association to appoint, enter into and strictly comply with the Residential Services Agreement may result in the Social House Owner withdrawing the Brand Services from the Project and withdrawing the Project's association with the Brand.
- (g) In the event that the Service Charges approved by the Association and Relevant Authorities in any Operating Year are not sufficient to reimburse the cost of the Social House Owner (under the

supervision and management of the Service Provider) providing the Brand Services to the Project pursuant to the Residential Services Agreement, the Social House Owner (and/or the Service Provider) reserve the right, subject always to Applicable Law and the requirements of any Relevant Authority, to charge a fee or offer memberships to the Owners and the Occupiers for the use of the Social House upon such terms and conditions as it determines in its absolute discretion. If such right is exercised, the Owners and Occupiers may not use the Social House unless such fee is paid or membership is taken out.

20. Social House

20.1 Provision of Social House

- (a) The Social House comprises a separate Unit and does not form part of the Common Areas.
- (b) The Social House is under the control and responsibility of the Social House Owner (and Service Provider and Suppliers).
- (c) Notwithstanding the Social House is owned by the Social House Owner and comprises a separate Unit operated by the Service Provider, the Social House will be shared between the Residences Units Owners and the Occupiers shall be permitted, subject to clause 19(g), to use the Social House pursuant to the terms of the Residential Services Agreement and the Rules.
- (d) Subject always to Applicable Law and the requirements of Land Registry and any other Relevant Authority, the costs associated with the operation and management of the Social House shall be apportioned between the Social House (as a commercial facility) and the remainder of the Project on a fair and reasonable basis and the remainder of the Project's share shall be charged to the Residences Units Owners under the Residence Services Agreement and the Social House Owner (or the Service Provider on its behalf) shall prepare the Social House Budget for every Operating Year and submit it to the Association for adoption as part of the budget for the Project.

20.2 Use of the Social House

- (a) The Residences Units Owners and Occupiers must strictly comply with all Rules and the directions of the Social House Owner and the Service Provider (and their respective employees and nominees) with respect to the use of the Social House including the use of the associated facilities and equipment located within the Social House.
- (b) The Residences Units Owners and Occupiers use the Social House at their own risk and shall indemnify and hold the Social House Owner and the Service Provider (and their respective employees and nominees) harmless against any loss arising from the use of the Social House.
- (c) The Social House Owner may restrict the hours of use of the Social House and temporarily close the Social House (or any part thereof) for the purpose of undertaking any cleaning, repair or maintenance of the Social House or for any other purpose.
- (d) No Residences Units Owner or Occupier may take on to or place any item within the Social House without the prior written consent of the Social House Owner including:
 - (i) electronic devices, stereo equipment (including speakers and wiring) or lighting;
 - (ii) any food or alcoholic beverages; and
 - (iii) personal items.

- (e) No Residences Units Owner or Occupier may seek to reserve any areas within the Social House or leave items in any areas within the Social House unattended unless such Residences Units Owner or Occupier is within the vicinity of the items.
- (f) The Social House Owner reserves the right to exclude any person from using the Social House should such person be in breach of this Statement or the Rules relating to the Social House.
- (g) The Social House is shared with the Social House Owner and the Social House guests from time to time and the Residences Units Owners shall make no objection to such use.
- (h) The Social House Owner may at all times conduct any commercial activities it wishes, including the service of food and beverages (including alcoholic beverages) within the Social House in its absolute discretion and neither the Residences Units Owners nor the Occupiers shall make any objection or complaint whatsoever in relation to such activities.

20.3 Invitees to the Social House

- (a) The Social House is for the use of the Residences Units Owners, Occupiers and Social House guests only.
- (b) The Social House is not available for use by any Invitees of the Residences Units Owners (or the Occupiers) and have not been designed to cater for such use.
- (c) Residences Units Owners and Occupiers must at all times comply with the directions of the Social House Owner (and the Service Provider and their respective nominees) when utilising the Social House.
- (d) A Residences Units Owner who has Leased its Residence Unit is deemed to have assigned its rights to use the Social House to its Occupiers and shall not be entitled to use the Social House for the duration of the relevant Lease.

21. Common Area Expenses

21.1 General Fund and Reserve Fund

The Association must maintain a General Fund and a Reserve Fund and open and maintain a bank account with a licensed bank in the UAE in the name of the Association, for the purpose of holding the General Fund and Reserve Fund in accordance with the Constitution, this Statement and Applicable Law. Service Charges related to Common Area Expenses which are not Reserve Fund Expenses must be deposited into the General Fund. Service Charges related to Reserve Fund Expenses must be deposited into the Reserve Fund.

21.2 Estimation of Common Area Expenses

- (a) The Association Manager shall prepare a proposed annual Budget for each Operating Year and submit such budget to the Association for consideration at a duly convened meeting of the members of the Association, setting out an estimate of the Common Area Expenses for the relevant Operating Year and the amount that each Owner will be responsible to pay into the General Fund and the Reserve Fund in the next Operating Year under the proposed Budget by way of Service Charges. The proposed annual Budget shall be approved by the Owners in accordance with the Constitution and Applicable Law (including by Ordinary Resolution, where applicable), provided that any Master Community Service Charges or other charges imposed by a Master Developer or Relevant Authority and included in such Budget shall not require approval by the Owners.
- (b) Until such time as the final Common Area Expenses are approved by the Owners in accordance with the Constitution and Applicable Law, (i) the portions of the proposed Common Area Expenses or

revisions thereto that are not in dispute shall be deemed to be the approved Common Area Expenses for the current Operating Year, and (ii) with respect to any portions of the proposed Common Area Expenses or revisions thereto that are in dispute, the corresponding portions of the proposed Common Area Expenses or revisions thereto that were approved (or were deemed to have been approved) for the preceding Operating Year (or for the current Operating Year in the case of a revision) in accordance with this clause 21.2(b) shall be deemed to be a part of the Common Area Expenses for the current Operating Year; provided that each applicable item of the Common Area Expenses or revisions thereto for the preceding Operating Year that is to be made a part of the Common Area Expenses for the current Operating Year in the case of a revision shall be increased proportionately to reflect any increase in the Consumer Price Index during such preceding Operating Year (or for the current Operating Year in the case of a revision) unless the amount of the applicable line item in the Common Area Expenses (including any revisions thereto proposed by the Association) is less than the amount for that item in the Common Area Expenses for the preceding Operating Year (or the current Operating Year in the case of a revision) in which case the amount of the applicable line item of the proposed Common Area Expenses (including any revisions thereto proposed by the Association) shall apply pending the dispute resolution.

21.3 Reserve Fund Expenses

(a) The Association must ensure that it has prepared and has included in the Budget, an amount for Reserve Fund Expenses. The Association must, at intervals of three (3) years or such lesser time as the Association shall determine necessary, appoint a suitably qualified independent and licensed person to prepare a Reserve Fund Projection.

(b) The Association must review the Reserve Fund Projection at least every year to determine whether the Reserve Fund Projection remains relevant and 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 to determine whether it is necessary to commission a further Reserve Fund Projection.

21.4 Collection of Common Area Expenses

(a) The Association shall be responsible for the collection of the Common Area Expenses by way of Service Charges from the responsible Owners.

(b) The Association Manager shall issue a Service Charge Notice and an invoice to each Owner for its quarterly Service Charges in advance based on the approved Budget pursuant to clause 21.2. The Service Charge Notice must provide:

(i) details of the amount that the Owner is required to contribute to the General Fund and the Reserve Fund for the next Operating Year by way of its Service Charges (including any shortfall from the previous Operating Year (if any));

(ii) details of any surplus that has been credited to the Owner from the previous Operating Year;

(iii) the due date for payment of the Service Charges; and

(iv) any other information that the Association considers appropriate for inclusion.

(c) In the event that the estimate of the Common Area Expenses has not been approved by the first day of the Operating Year, the Association shall issue an invoice to each Owner for its quarterly Service Charges based on the previous year's Common Area Expenses increased to reflect any increase in the Consumer Price Index.

(d) Each Owner must pay the amount of the invoice issued pursuant to clause 21.4(b) or clause 21.4(c), without any deduction or set-off as the case may be, within 30 days of the date of the invoice.

(e) In the event that the invoice was issued and paid based on the previous year's Common Area Expenses then, once the Common Area Expenses are approved for the current year, the Association shall issue amended invoices.

(f) In the event that the actual Common Area Expenses are less than the estimated Common Area Expenses in any year, then any amount overpaid shall be set off against future Service Charges. In the event that the actual Common Area Expenses exceed the estimated Common Area Expenses in any year, then any shortfall shall be collected in accordance with clause 21.5(a)(i) and applied to offset the outstanding Service Charges.

(g) The Developer, as the Owner of the relevant Unit, shall pay all Service Charges in connection with any unsold Units.

(h) Service Charges shall be payable in respect of each Operating Year quarterly in advance as invoiced by the Association, by no later earlier than thirty (30) days of the date of issuance of the Service Charge Notice and no later than the date specified in the Service Charge Notice for payment, unless otherwise approved by the Association.

21.5 Special Service Charges

(a) Subject to any restrictions in the Strata Title Law, if at any time during the Operating Year the Association determines that:

(i) an amount on account of General Fund Expenses is or will become due and payable but cannot be paid because the amounts held in the General Fund are insufficient to allow the payment of such amount or such payment will result in the Association being unable to pay other General Fund Expenses when due and payable; or

(ii) an amount on account of Reserve Fund Expenses necessary to maintain the Brand Standards is or will become due and payable but cannot be paid because the amounts held in the Reserve Fund are insufficient to allow the payment of such amount or such payment will result in the Association being unable to pay other Reserve Fund Expenses when due and payable,

then, the Association may require a Special Service Charge to be raised from the Owners to fund the shortfall.

(b) Should the Association require a Special Service Charge to be raised, the Association Manager shall provide a Service Charge Notice to each Owner that specifies:

(i) details of the event that has given rise to the need to raise the Special Service Charge;

(ii) the amount that the Owner is required to contribute to the Special Service Charge and the basis for such contribution;

(iii) the due date for payment of the Owner's contributions to the Special Service Charge; and

(iv) any other information that the Association considers appropriate for inclusion.

(c) Each Owner must pay to the Association their contribution to the Special Service Charge as specified in their Service Charge Notice without deduction or set off on or before the due dates for payment specified in the Service Charge Notice (being a date no earlier than 30 Business Days from the date of the Service Charge Notice).

21.6 Review of Usage

(a) Where an Owner's contribution to any Common Area Expenses has been calculated on the basis of estimated usage, a review of such usage shall be undertaken by the Association when requested from time to time by the Owner to confirm that the contribution substantially reflects the actual usage by the Owner.

(b) Should the contribution be substantially different to the actual use, the Association shall adjust the contribution to reflect the estimated proportionate usage and equitable distribution of the Common Area Expenses or to accord with the actual use, if determinable.

(c) An Owner may submit a proposal to the Association requesting the Association to undertake a review of the contributions and usage not more often than once every year or as otherwise determined by the Association.

21.7 Clarification

(a) If an Owner requires clarification of an amount that the Owner (or another Owner) is required to pay under a Service Charge Notice it must, within 10 Business Days of receipt of a Service Charge Notice, notify the Association in writing of the matter or matters it requires to be clarified including details of:

- (i) any facts upon which the need for clarification is based; and
- (ii) any other matter that the Owner considers relevant.

(b) Notwithstanding an Owner may seek clarification of an amount that the Owner (or another Owner) is required to pay under a Service Charge Notice, it must pay the amount specified in the Service Charge Notice and any adjustment with respect to any underpayment or overpayment shall be made between the Association and the Owner once the matter has been resolved pursuant to clause 26.2 and Applicable Law.

21.8 Application of Payments

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

22. Failure to Comply with Statement

22.1 Rights of the Association

(a) The Association may do anything on a Unit (or any Exclusive Use Area) that an Owner or Occupier should have done under Applicable Law or this Statement but has not been done or, in the opinion of the Association, has not been done properly.

(b) Subject to all Applicable Laws, and in addition to any other rights the Association may have, if an Owner does not carry out its obligations under this Statement, including failure to pay Service Charges when due, then the Association may :

(i) at the cost of the Owner (if any) payable as a debt on demand, do anything reasonably necessary for the purpose of fulfilling the obligations of the Owner, including:

(A) carrying out work on the Owner's Unit to do anything the Owner has failed to do;

- (B) taking any steps to prevent access to or suspend the use of any Common Areas or Exclusive Use Area by any Owners or its Occupiers (and their Invitees) until such time as the Owner rectifies the breach;
 - (C) applying for an order to prevent access to the Common Areas by any Suppliers engaged by the Owner to undertake any unauthorised work;
 - (D) removing any items that contravene this Statement 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 Association at its sole discretion and any proceeds offset against such removal and storage costs;
 - (E) requiring the Owner to remove any unauthorised work and to reinstate the Unit, any Exclusive Use Area, and/or Common Areas;
 - (F) undertaking (or engaging a Supplier to undertake) any work necessary to remove any unauthorised work and to reinstate the Unit, any Exclusive Use Area, and/or Common areas if not undertaken promptly by the Owner;
- (c) Subject to all Applicable Laws and in addition to any other rights the Association or the Social House Owner may have, if an Owner does not carry out its obligations under this Statement, then the Association or the Social House Owner may (i) cease to provide any service that is provided directly to the relevant Owner on an individual owner basis, (ii) restrict access to the Residential Amenities and/or A la Carte Services and/or Social House and/or owner benefits program administered by the Service Provider (iii) withhold any clearance certificates or no-objection letters or certificates required in respect of any alienation of the Unit (iv) suspend the Owner's right to exercise voting rights at any meeting of the Association.
- (d) Each Owner and Occupier must ensure that access to its Unit (and any Exclusive Use Area) is made available to the Association (or its nominees) to enable the Association to exercise its rights under this clause 22.1 with respect to such Unit (or any Exclusive Use Area).

22.2 Written notice

- (a) The Association must give written notice specifying when it will enter a Unit (or any Exclusive Use Area) to do the work. The Owner or Occupier must:
- (i) give the Association (or persons authorised by it) access to the Unit (or any Exclusive Use Area) according to the notice and at the Owner's or Occupier's cost; and
 - (ii) pay the Association for its costs for doing the work.
- (b) Except when carrying out Emergency Repairs, before exercising its rights pursuant to clause 22.1, the Association must by written notice, give the Owner a reasonable period of time, having regard to the nature of the obligation not performed, to carry out the obligation.

22.3 Recovery of costs

The Association may recover any money an Owner or Occupier owes it under this Statement as a debt due to the Association.

22.4 Power to Impose Penalties

- (a) The Association may from time to time seek to recover unpaid Service Charges and apply charges, interest, costs or administrative assessments to such amounts (including by way of a Service Charge Notice) on the unpaid amounts accruing to the date of payment, in accordance with this

Statement, the Constitution and Applicable Law on any Owner or Occupier who fails to comply with this Statement.

(b) All charges or administrative assessments (including any Service Charge Notice) and interest, if applicable, imposed by the Association must be commensurate with the nature of the breach of the Owner's or Occupier's obligations under this Statement and where the quantum of such charges or assessments has been previously determined by the Association, such charges or assessments must be notified to the Owners and Occupiers or otherwise displayed in the Common Areas.

(c) Where the breach by the Owner or Occupier is capable of rectification to the reasonable satisfaction of the Association, the Association must first give the Owner or Occupier (as the case may be) notice of the breach and a reasonable period to rectify such breach (given the nature of the breach) prior to the issuing of a fine under this clause.

(d) The Association may elect not to impose any charges or administrative assessments or Service Charge Notice (or waive the payment of any charges or administrative assessments) in respect of any breach by an Owner or Occupier in certain circumstances, as it deems appropriate at its discretion. Any such waiver to apply a penalty or enforce payment of a penalty against an Owner or Occupier does not prevent the Association from imposing or enforcing charges or administrative assessments for breach against other Owners or Occupiers.

(e) All charges, interest or administrative assessments (including any Service Charge Notice) imposed against an Owner or Occupier shall constitute a debt payable to the Association and shall be payable within fourteen (14) days of the date of the enforcement notice issued by the Association. All rights the Association may have with respect to the recovery of unpaid Service Charges shall also apply to the recovery of any charges, interest or administrative assessments or Service Charge Notices imposed by the Association.

(f) Each Owner acknowledges that a failure to pay the Service Charges on time is a violation of this Statement and the Strata Title Law which will automatically entitle the Association to have a right and entitlement to register a charge over such Owner's Unit.

(g) Furthermore, continued failure by an Owner to pay the Service Charges (or any Service Charge Notice or other monies payable under this Statement) may result in the legal enforcement and foreclosure of the charge over the Unit by the Association in accordance with Applicable Law which may result in the sale of the Unit.

(h) In accordance with the Strata Title Law, the rights of the Association to take action against an Owner in respect of unpaid the Service Charges (or any other monies payable under this Statement) remain in force notwithstanding any transfer of ownership of the Unit from the Owner to a third party

22.5 Refusal to Issue NOC

(a) The Association may refuse to issue any letters of no objection or grant approval to any proposed works or requests from an Owner or its Occupier that is in breach of its obligations under this Statement whilst such breach is subsisting (including, without limitation, any failure to pay Service Charges when due and payable).

(b) The right of the Association to refuse to issue any letters of no objection or grant approvals under clause 22.5(a) extends to the right to refuse to grant any letters of no objection to the Master Developer or any other Relevant Authority to grant any licenses to the Owner or its Occupier.

(c) The Association shall not be liable whatsoever with respect to any loss, damages, costs or expenses incurred by an Owner or its Occupier arising from the Association refusing to issue any letters of no objection or grant approvals under clause 22.5.

22.6 Powers are additional

- (a) The powers of the Association under clause 22.4 are in addition to those that it has under Applicable Law.
- (b) An Owner must not vote (where permitted under the Constitution and Applicable Law) in respect of any motion so as to prevent the Association from taking any action against such Owner to enforce the provisions of this Statement.

23. Subdivision and Consolidation of Unit

- (a) An Owner may request the approval of the Association to subdivide a Unit into further units or consolidate two or more Units.
- (b) The Association may give its approval subject to such reasonable conditions as it deems appropriate given the nature of the subdivision or consolidation including, without limitation, conditions where such subdivision or consolidation results in any changes to the Association or any changes to the services or utilities supplied to the Association.
- (c) All works undertaken by an Owner in subdividing or consolidating any Unit must be undertaken strictly in accordance with the Architectural Code.
- (d) Upon completion of the works to the satisfaction of the Association, the Association must execute (and/or produce) all documentation necessary to give effect to such subdivision or consolidation at the cost of the applicant Owner including, where applicable, Registering an amendment to the Strata Plan recording any changes to the Common Areas and, where applicable, Registering an amendment to this Statement recording any changes to the Proportionate Interest and including any applicable provisions as determined appropriate by the Association.
- (e) Upon Registration of the amended Strata Plan and/or this Statement to give effect to the subdivision or consolidation of the Unit, the owners of the newly created Units shall become Owners in substitution for the previous Owner of the subdivided or consolidated Unit and the Proportionate Interest of the subdivided or consolidated Unit shall be apportioned between the newly created Units on the basis of area.
- (f) Notwithstanding anything contained in this clause 23, no subdivision or consolidation shall result in an overall reduction or increase to the Proportionate Interests.

24. Applications and complaints

An Owner or Occupier may make an application or complaint to the Association but only in writing and addressed to the Association Manager.

25. Notices

- (a) All notices (including Service Charge Notices) by the Association under this Statement may be served on the recipient by email to the recipient's email address with additional delivery personally or by courier to the recipient's address, in both cases, such addresses as notified to the Association and the Service Provider from time to time. All notices to the Association shall be delivered by email to the Association's email address with additional delivery personally or by courier to the Association's registered address, in both cases such addresses as notified to the Owners from time to time. All notices to the Association shall be copied by email to the Service Provider to the Service Provider's email address with additional delivery personally or by courier to the Service Provider's address, in both cases, such addresses as notified to the Owners from time to time.

(b) An Owner shall be deemed to have validly received a Service Charge Notice unless the Owner notifies the Association in writing within ten (10) Business Days of the relevant Service Charge becoming due for payment that it has not received such notice.

(c) Each Owner shall notify and provide to the Association the following particulars in relation to itself and any Occupiers within its Unit:

(i) in the case of individuals only – the name, nationality, national identification and passport identification of such individual (together with a copy of the Owners and Occupiers passports);

(ii) in the case of persons other than individuals – the name and registration number of that entity, and the name, nationality, national identification and passport identification of the shareholders and directors or equivalent office holders in that entity (together with a copy of their passports);

(iii) such other information as reasonably specified by the Association from time to time; and

(iv) any changes to any of the above particulars.

26. Other Matters

26.1 Amendment of this Statement

Unless otherwise provided for in this Statement or under Applicable Law, the provisions of the Statement including all Schedules may only be amended by the Association by an Extraordinary Resolution, and in accordance with the Strata Title Law and requirements of the Land Registry. In addition, any (i) amendment to the provisions of section 12.4 and/or to any other provisions of this Statement or (ii) grant or acceptance of any licence, easement or similar right, which in either case, could reasonably be expected to impact the operation and management of the Unit shall require the approval of the Service Provider.

26.2 Dispute Resolution

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

26.3 Definitions

In this Statement, except where the context otherwise requires, the capitalised words shall have the meanings ascribed to them in Error! Reference source not found..

26.4 Interpretation

In this Statement, unless the context otherwise requires, the rules of interpretation contained in Error! Reference source not found. will apply

Schedule 1

Interpretation and Definitions

1 Interpretation

In this Statement, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this Statement;
- (b) words importing the singular number shall include the plural number and vice versa;
- (c) 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;
- (d) 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 Statement;
- (e) 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) those of the parties who are individuals are deemed to include their respective legal personal representatives;
 - (iv) 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;

- (v) a document (including this Statement) includes a reference to such document as amended, restated, supplemented, varied or novated from time to time in accordance with its terms; and
- (vi) a clause or a Schedule is a reference to a clause of or Schedule to this Statement;
- (f) where any word is defined in this Statement, and a grammatical variation of such word is capitalised but not defined in this Statement, such grammatical variation shall have a corresponding meaning to the definition of such word;
- (g) the Schedules to this Statement will be considered an integral and binding part of this Statement and will have effect as if set out in full in the body of this Statement and any reference to this Statement includes the Schedules;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Statement or any part of it;
- (i) 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;
- (j) a provision of this Statement which is void or voidable by any party, unenforceable or illegal must be read down to the extent required to give the provision legal effect;
- (k) any covenant by either Party not to do any act or thing shall include a covenant not to suffer or permit the doing of that act or thing; and
- (l) the drafting of this Statement is in the English language. In the event of an Arabic translation being prepared for the purposes of any dispute resolution, litigation or other formal process, the English text shall prevail and be conclusive in any questions as to the meaning or interpretation thereof.

2 Definitions

In this Statement, except where the context otherwise requires the capitalised words shall have the following meanings:

A La Carte Services	<p>means the a la carte services provided to the Owners and Occupiers of the Units from time to time and payable on a use basis, and which may include, amongst others, the following services:</p> <ul style="list-style-type: none"> (a) In-Residence Catering, Personal Chef; (b) Shopping Services, Personal Assistant; (c) Childcare; (d) Dry Cleaning & Laundry; (e) Private Transportation / Limousine Services; (f) In-Residence Housekeeping (Daily, Weekly Etc.);
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	<p>(g) In-Residence Maintenance;</p> <p>(h) “While You Are Away” Maintenance Package; and</p> <p>(h) such other services as determined by the Service Provider (acting on its own behalf or for and on behalf of the Association, as applicable) from time to time in its absolute discretion.</p>
ADGM	means the entire master community known as “Abu Dhabi Global Market” developed or to be developed in accordance with the master plan and includes any amendments and extensions thereto by the ADGM Board of Directors from time to time;
Applicable Laws	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 ADGM, the Project, this Statement, Owners and/or Occupiers;
Approval	means an approval in writing from the Association under this Statement which may be given subject to conditions, including a limitation as to time, and the term Approved and Approving shall have a corresponding meaning;
Architectural Code	means the architectural code for the Project, a copy of which is attached at Schedule 6 as may be amended from time to time and made available on the request by an Owner to the Association;
Association	means the owners’ association constituted in respect of the Strata Scheme upon registration of the Strata Plan, established as a private company limited by shares in accordance with the Strata Title Law and Applicable Law, and governed by its constitution (as adopted and amended from time to time), the members of which comprise the Owners from time to time;
Association Manager	means the manager appointed by the Association pursuant to clause 10.3.2 of this Statement;
Brand	means the designated brand which the Developer intends the Project, or relevant parts thereof to be associated with, as such brand may be varied from time to time by the Developer or the Association, as applicable;
Brand Intellectual Property	means any and all trademarks, service marks, trade names, logos, designs, symbols, emblems, insignias, slogans, copyrights, know-how, confidential information, drawings, plans or other materials (whether or not registered or capable of registration) of the Service Provider or any of its affiliates;
Brand License Agreement	has the meaning set out in clause 11.5(a) .
Brand Services	means the services provided to the Project by the Social House Owner (on its own behalf or on behalf of the Association, as

	applicable) in accordance with the Residential Services Agreement (to the extent a Residential Services Agreement remains effective and binding) or as otherwise determined by the Social House Owner (on its own behalf or on behalf of the Association, as applicable) from time to time to ensure the preservation of the Brand Standards;
Brand Standards	means the Service Provider's brand standards from time to time being, as a minimum, a luxury residential project having the development, construction, operating, service and maintenance standards at least equal to those of other luxury residential real estate projects which may at any time be managed by the Service Provider;
Budget	means a budget that is prepared by the Association of the estimated Common Area Expenses for the following Operating Year;
Business Day	means any day other than Saturday, Sunday and a day that is declared to be a public holiday in the UAE for the private sector;
By-Laws	means the by-laws applicable to the Strata Scheme, and attached to this Statement as Error! Reference source not found., as may be amended from time to time in accordance with this Statement;
Car Park	means the car park within the Project and a reference to the Car Park includes a reference to the Car Parking Spaces forming part of the title to the Unit;
Car Parking Equipment	means barriers, sensors, cameras, car counters and the like;
Car Parking Expenses	means the cost of Operating the Car Park and the costs of installing and maintaining any Car Parking Equipment;
Car Parking Spaces	means the car parking spaces located within the Car Park, and with respect to a Unit, the individual car parking spaces within the Car Park forming part of that Unit;
Chilled Water	means water supplied to the Project in a chilled state for use in the air-conditioning system of the Project (including the Units);
Common Areas	means those parts of the Project that are intended for the shared use by the Owners (and their Occupiers) as depicted on the Strata Plan or which are deemed to be 'Common Area Lots' or 'common areas' under the Strata Title Law;
Common Area Expenses	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>(a) the cleaning, servicing, maintenance and repair costs for all of the Common Areas (including landscaping and aesthetic areas forming part of the Common Areas);</p> <p>(b) the cost of consumables used in the maintenance, repair, operation, cleaning and replacement of the Common Areas;</p> <p>(c) the cost of provision of security for the Common Areas;</p> <p>(d) the cost of inspection of the Common Areas (if applicable) by any Relevant Authority;</p> <p>(e) the cost of certification of the Common Areas for the purposes of compliance with any Applicable Laws;</p> <p>(f) the cost of all Insurances;</p> <p>(g) utility charges and costs incurred with respect to the Utility Services supplied to the Common Areas;</p> <p>(h) the cost of any technology and communication services provided to the Common Areas;</p> <p>(i) amounts payable to the Association Manager as its management fee;</p> <p>(j) the amount (or amounts) payable to the relevant Supplier engaged by the Association in undertaking its functions under this Statement;</p> <p>(k) the Master Community Service Charges;</p> <p>(l) Reserve Fund Expenses;</p> <p>(m) any fees or other amounts payable to the Service Provider; and</p> <p>(n) all other amounts determined by the Association to be Common Area Expenses,</p> <p>and such expression includes both General Funds Expenses and Reserve Fund Expenses.</p>
Constitution	means the constitution of the Association adopted upon or following the registration of the Strata Plan in accordance with the Strata Title Law and Applicable Law, as the same may be amended, supplemented or replaced from time to time, which governs the internal management, administration, powers and decision-making of the Association.
Constitutional Documents	means this Statement, Constitution, the By-laws, the Rules and the Master Community Governing Documents;

Consumer Price Index	means the United Arab Emirates Consumer Price Index as published by the Federal Competitiveness and Statistics Authority;
Developer	means East & West Property Development Limited;
Developer's Name	means the name of the Developer and/or its affiliates and all logos or other marks associated therewith;
Emergency Repairs	means repairs necessary to avoid the suspension of any necessary services to a Unit or which are required to remedy any damage which in the reasonable opinion of the Association and/or the Association Manager may, if not carried out immediately, cause danger to the safety of any person or any damage to any property or contents within the Project;
Exclusive Use Area	means a part of the Common Property subject to an Exclusive Use Licence as shown on the Strata Plan and shall be deemed to mean 'limited common property' under Strata Title Law;
Exclusive Use Licence	means a licence granted to any Owner by the Association over an Exclusive Use Area for the benefit of such Owner, its Occupiers (and their Invitees) to exclusively use and enjoy an Exclusive Use Area for a fixed period of tenure subject to the provisions of this Statement;
Extraordinary Resolution	means an extraordinary resolution of the shareholders of the Association passed at a duly convened General Meeting by at least ninety percent (90%) of the shares of the members present and entitled to vote at such General Meeting, in accordance with the Strata Title Law and ADGM Companies Regulations 2015, as amended;
Façade	means the façade of the Project wherever located including all other external surfaces and features forming part of such façade and the façade cleaning equipment;
General Fund	means the fund established by the Association for the day-to-day operation of the Project 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 Project including the payment of Suppliers undertaking works that are otherwise not of a capital nature;
General Fund Expenses	means all costs, expenses, fees and other outgoings incurred by the Association (other than Reserve Fund Expenses);
General Meeting	means a general meeting of the shareholders of the Association convened in accordance with the Strata Title Law;
Insurance	means the insurance effected by the Association in respect of the Strata Scheme and/or the Common Areas in accordance with the Strata Title Law and this Statement;

Intellectual Property	means any and all trademarks, service marks, trade names, logos, designs, symbols, emblems, insignias, slogans, copyrights, know-how, confidential information, drawings, plans or other materials (whether or not registered or capable of registration) of the party or any of its affiliates;
Invitee	means any person or entity using or occupying a Unit or the Common Areas including the Owner's or Occupier's Suppliers, Visitors, servants, agents and employees;
Land Registry	means the ADGM Registration Authority (established pursuant to Law No. 4 of 2013) or if replaced, such applicable replacement Relevant Authority with responsibility for land registration in the ADGM;
Lease	means any lease, licence, tenancy or other disposal of possession or occupation of the whole or any part of a Unit or any interest in or arising from a Unit, whether directly or indirectly or any agreement to do the same;
Marks	means any trademarks or other marks, brands, logos, interior designs or other intellectual property belonging to, or licensed to, the Developer and/or the Service Provider (or its affiliates);
Master Community	means the entire master community known as the Abu Dhabi Global Market in which the Project is located, developed or to be developed in accordance with the master plan;
Master Community Governing Documents	means the master community declaration applicable for the Master Community or any other such governing document declared and/or Registered in respect of the ADGM;
Master Community Service Charges	means the amount payable by the owners within the Master Community (including, where applicable, the Association and/or Owners) as their 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 Governing Documents and Applicable Law;
Master Developer	means the entity or authority with responsibility for the development, management and control of the Master Community from time to time;
Occupier	means any permitted tenant, employee, licensee or person with any other right of possession or occupation (including any mortgagee in possession) of a Unit;
Operating Year	means the period commencing on 1 January and expiring on 31 December every year or such other operating year as determined appropriate by the Association;
Operation	means the use, administration, control, operation, management, maintenance, repair, refurbishment, replacement and (where

	necessary or desirable) renovation and renewal and Operate and Operating means the act of undertaking such functions;
Ordinary Resolution	means an ordinary resolution of the shareholders of the Association passed at a General Meeting by a majority of the shares of the shareholders present and entitled to vote at such General Meeting, in accordance with the Strata Title Law and ADGM Companies Regulations 2015, as amended;
Owner	means the owner of a Unit;
Permitted Use	means subject to clause 12.4.3, (i) in respect of a Residence Unit, the occupancy of the Unit for residential purposes as an individual or single family; and (ii) in respect of a non-residential Unit, use as Social House
Plot	means the Plot specified in the particulars schedule to this Statement;
Proportionate Interest	means an Owner's proportionate interest (in common with all other Owners) in respect of the Common Areas being the proportions specified in Column B of Error! Reference source not found. as may be varied by the Association in accordance with Strata Title Law and taking into account other relevant factors, including but not limited to, usage, any exclusive use rights or Terrace Areas forming part of any Unit, and/or additional car parking spaces attributable to a Unit;
Project	means the project constructed on the Plot, having the Project Name and initially comprising the Units and the Common Areas;
Project Name	means the name of the Project as described in the particulars schedule and as the same may be modified to refer to the relevant Brand as approved by the Service Provider and the Relevant Authority;
Purchaser Acknowledgement	means the form of acknowledgement required by the Service Provider from time to time;
Qualifying Lease	means a Lease which is: (a) for a minimum term of twelve (12) months; (b) not granted for use or occupancy under timeshare, fractional ownership, interval exchange, vacation club, destination club, vacation exchange company, membership club, homeowner exchanges with other resorts or through homeowner exchange platforms; (c) not granted for use or occupancy under any other membership plan or arrangement which makes any Unit available as a short-term or vacation rental through any listing service, including Air BnB, VRBO or Homeaway, except where this is

	<p>offered through the Seller's nominated licensed manager or broker entity; and</p> <p>(d) at all times subject to Applicable Law requirements.</p>
Registration	<p>means registration or acceptance of the relevant document with or by the Land Registry. Register means the process of obtaining Registration and Registered means the completion of such Registration process;</p>
Relevant Authority	<p>means the ADGM, any department or regulatory body established by the ADGM and any other person, entity or government body having any jurisdiction or authority over the ADGM or the Project;</p>
Reserve Fund	<p>means the fund established by the Association in which the Reserve Fund Contributions are deposited;</p>
Reserve Fund Contribution	<p>means each Owner's proportionate share of the Reserve Fund Expenses calculated on the basis of the Proportionate Interests;</p>
Reserve Fund Expenses	<p>means expenses of a capital and non-recurrent nature required to pay for the renewal or replacement of any Common Areas (and the furnishings and fittings contained thereon) anticipated to be incurred over a ten (10) year period;</p>
Reserve Fund Projection	<p>means a study by a third party consultant of the funds required to be collected from the Owners over the ten (10) year period from the date of such study in order to pay for the Reserve Fund Expenses;</p>
Residence Unit	<p>means a Unit for which the Permitted Use is the occupancy of the Unit for residential purposes as an individual or single family residential use;</p>
Resolution	<p>means an Ordinary Resolution, Special Resolution, Extraordinary Resolution;</p>
Residential Amenities	<p>means two (2) swimming pools, gymnasium, parking areas, storage areas, lounge, lobby, concierge, mailroom, manager's office, kids club, games room, screening room, tasting room, wellness garden and , as such amenities may change from time to time as determined by the Association or Service Provider in compliance with Applicable Law;</p>
Residential Services Agreement	<p>means the agreement, which as at the date of this Statement, is intended to be entered into between the Social House Owner and the Association with respect to the provision of Brand Services;</p>
Rules	<p>means the rules for the Project determined by the Association from time to time;</p>
Schedule	<p>means a schedule to this Regulation;</p>
Service Charge Notice	<p>means a notice or assessment of Service Charges issued by the Association (or the Developer prior to establishment of the</p>

	Association) on Owners from time to time to levy Service Charges in accordance with this Statement and the Strata Title Law, being a 'Lot Assessment' pursuant to the Strata Title Law;
Service Charges	means (a) an Owner's share of Common Area Expenses determined in accordance with its Proportionate Interest and a Service Charge Notice from time time; (b) the Special Service Charges (or both or any one of them as the context so provides) determined in accordance with its Proportionate Interest; and (c) Master Community Service Charges (if applicable and included in a Service Charge Notice from time to time;
Service Infrastructure	means cables, wires, pipes, sewers, drains, ducts, plant and equipment by which: (i) (a) water, gas, electricity, heating or conditioned or unconditioned air is supplied to a Unit or the Common Areas; (b) a Unit or part of the Common Areas is connected to a Telecommunication Services; (c) a Unit or part of the Common Areas connected to a sewerage or drainage system; (d) a system for the removal or disposal of waste is provided; (e) a system designed for fire safety for more than one Unit or for the Common Areas is provided; or (f) other systems or services designed to improve the safety, security or amenity or enhance the enjoyment of the Unit or Common Areas are provided;
Service Provider	means the service provider, including its affiliates, appointed by the Social House Owner (on its own behalf or for and on behalf of the Association, as applicable) to provide the Brand Services;
Shared Access Ways	means all shared access ways within the Common Areas;
Shared Occupancy Plan	means any occupancy plan that provides for: (a) any division of a Unit on a time increment basis of chronological periods, or any agreement, plan, programme or arrangement under which the right to use, occupy, or possess the Unit is afforded to various persons, either corporate, individual or otherwise on any basis, for value exchanged at any time, whether monetary or like-kind use privileges, according to a fixed or floating interval or period of time or any other period of time, including those products commonly known as timeshare, fractional, or private residence clubs; (b) any joint ownership, whether or not ownership is deeded, of the Unit where unrelated (i.e., non-family) owners share and enjoy use or occupation of the Unit according to a periodic (fixed

	<p>or floating) schedule based on time intervals, points or other rotational system;</p> <p>(c) any club or programme, the membership of which allows access and use of one or more properties by its members based on availability and reservation priorities, commonly known as destination clubs (equity or non-equity) or vacation clubs; or</p> <p>(d) any plan or programme analogous to the above;</p>
Signage	means any sign, billboard, poster, placard, banner, Façade advertisement or the like;
Social House	means the Unit for which the Permitted Use is retail or social house or clubhouse (and all furniture, fixtures and equipment therein) situated on the Project as depicted on the relevant site plans;
Social House Budget	means a financial budget prepared by or on behalf of the Social House Owner and approved by the Service Provider in accordance with international accounting standards setting out the Brand Services that are intended to be provided to the Project by the Social House Owner under the Residential Services Agreement, including the estimated costs of the operation and maintenance of the Social House for the following Operating Year;
Social House Owner	means the owner of the Social House from time to time;
Special Resolution	means a special resolution of the shareholders of the Association passed at a General Meeting by at least seventy-five per cent (75%) of the shares of the shareholders present and entitled to vote at such General Meeting, in accordance with the Strata Title Law and ADGM Companies Regulations 2015, as amended;
Special Service Charges	means a charge levied by the Association on the Owners calculated in accordance with the Proportionate Interests to pay for Common Area Expenses which were not foreseen in the preparation of the annual Budget;
Statement	means this Strata Management Statement;
Strata Management Statement or Statement	means the strata management statement setting out the rights and obligations of the Owners and administration and management of the Association made pursuant to the Strata Title Law,
Strata Plan	means the strata plan of the Common Areas for Strata Scheme registered in accordance with the Strata Title Law and attached to this Statement as Error! Reference source not found.;
Strata Scheme	means a strata scheme created upon Registration of this Statement under the Strata Title Law in respect of the Project;

Strata Title Law	means ADGM Strata Regulations 2015, as amended and any other directions, regulations or policy directives issued by the ADGM pursuant to Applicable Laws;
Supplier	means any consultant, contractor, tradesperson or the like who provides services to the Association including, without limitation, operational, maintenance, repair and replacement services for the Common Areas, or who provides such services to an Owner and/or Occupier in respect of its Unit;
Supply Agreement	means an agreement entered into between the Association and a Supplier;
Telecommunication Service Infrastructure	means the plant, equipment and systems by which the Telecommunication Services are supplied to the Units and the Common Areas;
Telecommunication Services	means internet, telephone and television services provided to the Project or any part of the Project;
Terrace Areas	means any open, enclosed or partially enclosed balcony or terrace area of a Unit;
Total Unit Area	means the sum of the Unit Areas of all of the Units in the Strata Scheme;
UAE	means the United Arab Emirates;
Unit	means a 'strata lot' as defined in the Strata Title Law within the Project and as depicted on the relevant site plan;
Unit Area	means the area of a Unit calculated in accordance with the Strata Title Law and Applicable Law including any Terrace Area included on the title to the Unit;
Utility Services	means the utility services, including the Telecommunication Services, electricity, water, gas, chilled water and all other utilities provided to the Common Areas or to the Units (as the case may be) by a utility provider, the Master Developer, the Developer or any other Relevant Authority, person or entity;
Utility Service Infrastructure	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;
Utility Supplier	means a Supplier of Utility Services; and

Visitor	means an Owner's or Occupier's invited visitors to the Project or a Unit including an Owner's customers, guests and family members;.
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Schedule 2
Strata Plan

The Strata Plan shall be prepared by a registered surveyor licensed by the Land Registry following completion of construction of the Project in accordance with the Strata Title Law and the requirements of the Land Registry.



Schedule 3
Unit numbering, Proportionate Interest and Car Parking

Column A			Column B		Column C	Column D	
Unit Number	Unit Type	Floor	Area		Proportionate Interest	No. of Car Parking Spaces.	Location of Car Parking Spaces
			Sqm	Sqft			

This Schedule shall be completed by the Developer following completion of construction of the Project in accordance with the Strata Title Law.

Schedule 4
Utility Services

The final Utilities Services Schedule shall be prepared by the Developer following completion of construction of the Project in accordance with the Strata Title Law and the requirements of the Land Registry



Schedule 5

By-laws ADGM Strata Title Regulation 2015 as amended.



Schedule 6
Architectural Code

- 1 The purpose of this Architectural Code is to control the external appearance of the Units by governing any works to be undertaken to the Units in order to:
- (i) preserve the design integrity and architectural quality of the Project;
 - (ii) recognise the different needs of the Owners and Occupiers, while having proper regard to the common interest of all Owners and Occupiers as a whole;
 - (iii) maintain the high aesthetic standards that make the Project as an attractive and desirable place from which to reside and operate a business;
 - (iv) to uphold property values for the Owners; and
 - (v) preserve the provision of the Brand Standards.

2 **Definitions and Interpretation**

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

3 **Architectural Standards**

3.1 **Alterations to Unit's Appearance**

An Owner or an Occupier must not, except as otherwise provided in the Regulation, carry out any works to any external area or Façade or structure which substantially changes the external appearance of the Project including any changes to or the erection of:

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

4 **Building Standards**

4.1 In addition to complying with this Architectural Code at all times, an Owner or an Occupier must ensure that all works undertaken to its Unit:

- (i) are undertaken in compliance with the Operational Code and to the standards set out therein;

- (ii) are in compliance with the remaining provisions of this Regulation and all Applicable Laws;
- (iii) are undertaken by reputable, qualified and licensed professional suppliers;
- (iv) are undertaken promptly and in a manner in which the least inconvenience is caused to other Owners and Occupiers;
- (v) involves the use of only high quality (and, where possible, new) materials fit for their purpose; and
- (vi) are undertaken only after all necessary certifications have been obtained (including any engineer's certification and the like) to ensure that such works do not impact on the structural integrity of the Project.

4.2 In undertaking any works, an Owner or an Occupier must ensure that:

- (i) all debris is regularly removed and the Project is left clean and tidy at all times during the undertaking of the works and once the works are completed; and
- (ii) any works are completed in such a way as to limit disruption to other Owners and Occupiers in the Project and reduce noise and nuisance.

4.3 An Owner or Occupier must repair any damage caused to any Project during or as a result of its works.

5 **Working Hours**

Approved works shall only be carried out on Business Days between the hours of 9.00 am and 5.00 pm or such other hours approved in writing by the Association Manager.

6 **Approvals**

An Owner or Occupier must not undertake any works with obtaining the prior approval of the Association Manager and must obtain all necessary consents and approvals from any Relevant Authority before it carries out any works.

7 **Failure to Comply with Architectural Code**

Should an Owner or Occupier fail to comply with the provisions of this Architectural Code, the Association Manager may:

- (i) take all steps to prevent access to the Project by any suppliers engaged to undertake unauthorised works;
- (ii) require the Owner or Occupier to remove any unauthorised works and reinstate the Unit;
- (iii) undertake (or authorise or engage any supplier to undertake) any work necessary to remove any unauthorised works and reinstate the Unit if not undertaken promptly by the Owner or Occupier and recover the cost of any such works from the defaulting Owner or Occupier.

8 **Social House**

The provisions contained in this Architectural Code do not apply to any works undertaken by the Social House Owner to the Social House (or by any successor to the Developer's interest in the Social House).

The Architectural Code is in draft form and will be provided to Owners once finalised and amended from time to time in accordance with Clause 13.4.

