



DISCLOSURE STATEMENT AND JOINTLY OWNED PROPERTY DECLARATION

ARSENAL EAST REAL ESTATE DEVELOPMENT L.L.C





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INTRODUCTION

This Jointly Owned Property Declaration is issued in respect of the freehold interest in the Project which is situated on the Land. The registered owner of the Project is Arsenal East Real Estate Development LLC., and it is also the developer which shall develop the Project. The Project shall be a mixed-use residential community comprising a number of stages and a total of 207 residential units and 5 retail units.

Arsenal East Real Estate Development LLC is a developer registered with RERA under developer number 1634 with escrow account number 1031006177206007 (as such escrow account number may be changed in accordance with the Applicable Laws).

1 DEFINITIONS

1.1 In this Declaration, except where the context otherwise requires, the following words and phrases shall have the following meaning:

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

“**Applicable Laws**” means all applicable laws, rules, regulations, orders, statute, decrees, approvals, consents, licenses and ordinances, all as promulgated and amended from time to time by any legislative, regulatory and administrative governmental authorities of competent jurisdiction in the Emirates of Dubai or the country of the UAE, which has jurisdiction over the Master Community;

“**Architectural Code**” means the architectural code implemented and amended, supplemented or varied, from time to time, in accordance with this Declaration, that applies to the Project and includes provisions with respect to, among other things, architectural and landscaping standards;

“**Building Manager**” means a person or company appointed by the developer in accordance with the JOP Law providing management services to an Owners’ Committee of a Jointly Owned Property (as more particularly described in the JOP law);

“**Authorities**” means the Government of the UAE or the Emirate of Dubai, as the case may be, the Master Developer, the Land Department, RERA and any other ministry, department, municipality, local authority and utility service providers, having jurisdiction over the Project and/or the Master Community, including, but not limited to, the Dubai Electricity and Water Authority, the Road and Transport Authority, Dubai Civil Defence, the Dubai Municipality and the General Directorate of Residency and Foreigners Affairs - Dubai and “Authority” shall have a corresponding meaning;



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“**Benefited Unit**” means a Unit receiving a benefit as a result of an Easement, Covenant, Restriction, Utility Service or Supporting Service from a Burdened Unit;

“**Building**” means the building constructed or to be constructed on the Plot No 1367 in the Master Community

“**Burdened Unit**” means a Unit over which an Easement, Restriction, Covenant, Utility Service or Supporting Service is burdened and which Easement, Utility Service or Supporting Service benefits another Owner;

“**Common Areas**” means those parts of the Building (which, as defined, herein includes both the Plot and the structure thereon) which do not physically form part of the units in the Building and are intended for the benefit or use in common by all Owners and Occupiers, including within such definition all open areas, common access areas, services and facilities, and the foundations, structure, roof, lift shafts, walkways, corridors, and lobbies of the building, common parking spaces and leisure facilities as per Dubai Municipality Laws & Dubai Land Department Survey Laws;

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

“**Covenants**” means those undertakings, promises and obligations identified in Clause 4.5 of this Declaration;

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

“**Developer**” means Arsenal East Real Estate Development LLC being the entity responsible for the development of the Project;

“**Easements**” means those rights granted to an Owner as identified in Clause 4.1 of this Declaration;

“**Hard Security Services**” means the provision of Security Systems and consultancy in relation to the same;

“**JOP Law**” means Law No. 6 of 2019 Concerning Ownership of Jointly Owned Real Property in the Emirate of Dubai including but not limited to its amendments, any regulation, document, circular, decision, guideline, direction, etc. associated and related to JOP Law and/or issued by the Dubai Land Department relating to the regulation and governance of Jointly Owned Property.



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“**Jointly Owned Property**” means the whole or part of land, divided into ‘units’ intended for separate ownership and ‘common areas’ intended for common use by all Owners and Occupiers and shall be referred as “JOP” for brevity;

“**Land**” means Plot No. 3239, AL Satwa, Dubai, UAE;

“**Land Department**” means the Land Department of the Government of Dubai or any future body that may supersede the same. For the avoidance of the doubt, any reference to the Land Department shall include reference to the Real Estate Regulatory Agency and Survey Department and DLD Registration;

“**Late Payment Fee**” The penalty for late payment shall be calculated as follows:

- a. A one-time fine of AED 500 (five hundred AED).
- b. Interest at a rate of 1.5% per month, capped at a maximum of 9% per year.

“**Leisure Facilities**” means the facilities as referred in Clause 9.3(b) of this Declaration;

Master Community: Means the master community i.e. Jumeirah Garden City (Al Satwa) identified in Item 3 of the Particulars in which the Building is located, and which is to be divided into plots in accordance with the Master Community Declaration and includes any amendments and extensions thereto by the Master Developer from time to time.

Master Developer means Meraas Estates LLC, its nominees, assigns and successors in title, or such other entity or authority as may assume responsibility for the development, management and control of the Master Community from time to time. “**Master Plan**” means the conceptual master plan for the development of the land, which includes the Project, substantially in the form attached at Schedule 3 to the Sale and Purchase Agreement, as the same may be amended, supplemented or varied by the Master Developer from time to time;

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

“**Owner**” means an owner of a property within the Master Community, including an owner whose title registration is pending or who has elected to pay the balance of the purchase price for his premises to the Seller by installments following the completion date and hand over of the premises, and including his heirs, successors and assigns;

“**Owners Committee**” means the Committee of Owners in the Project constituted in accordance with the JOP Law;

“**Project**” means the first phase of the mixed-use residential community to be developed on the Land, which community is to be divided into Units and Common Areas substantially in



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accordance with the Plan and Specifications, and includes all and any extensions or alterations to the Project, from time to time, in accordance with the Applicable Laws;

“**Plan and Specifications**” means the project plan showing the Units and the Common Areas located within the Project, as the same may be amended, supplemented or varied in accordance with the Applicable Laws;

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

“**Restrictions**” means those provisions referred to in Clause 4.4 of this Declaration which impose a restriction or otherwise limit the rights of an Owner, Occupier or the Owners Committee in connection with the Common Areas or any part thereof;

“**Sale and Purchase Agreement**” means the sale and purchase agreement, including the particulars and schedules, entered into by an Owner in respect of such Owner’s Unit;

“**Special Service Charge**” means a charge imposed on an Owner in accordance with this Declaration and the JOP Law;

“**Security Services**” means the provision of Soft Security Services and Hard Security Services;

“**Security Systems**” means hardware such as closed circuit cameras and other monitoring equipment, alarms, access systems and other specialized hardware and software used in relation to Security Services;

“**Soft Security Services**” means the provision of security personnel such as security guards;

“**Supply Agreement**” means an agreement for a term of at least one (1) year for the supply of goods or services, including Utility Services, to the Owners or the Developer (as applicable);

“**Supporting Services**” means any wire, cabling, ducting, line or other medium used to provide a Utility Service and/or any item of plant or equipment which is used to store, generate or contain a Utility Service;

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

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

“**Utility Services**” means any of the following services: water reticulation or supply (including potable, treated, heated and chilled water), gas reticulation or supply, electricity supply, air conditioning, telephone, internet, computer data or television, sewer system, storm water drainage system, irrigation system, system for removal or disposal of garbage or waste, system



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for delivery of mail, parcels or goods, and any other system or service designed to enhance the utilities of the Units or the Common Areas;

“VAT” shall mean the Federal Decree Law No. (8) of 2017 on Value Added Tax (VAT) (“VAT Law”) which is now implemented in the UAE effective 1 January 2018 at a standard rate of 5% on taxable supplies of goods and services in the UAE and its amendments, regulations or other implementing decrees and decisions issued from time to time; and

“Works” means, in respect of a Unit:

- (a) any extension or addition;
- (b) the carrying out of any capital or structural work or improvements;
- (c) the demolition, upgrade or redevelopment of the whole or any part;
- (d) the alteration, removal or installation of any Utility Service or Supporting Service; and
- (e) the connection to existing Utility Services.

1.2 This Declaration has been made and negotiated in the English or Arabic Language. If there is any conflict in case this Agreement is translated to any language, the English version shall prevail accordingly.

1.3 All dates and period of time referred to in the agreement shall be ascertained in accordance with the Gregorian calendar.

1.4 Use of the singular shall include the plural and vice versa and any one gender includes the other genders and any reference to ‘persons’ includes natural persons, firms, partnerships, companies and corporations.

1.5 This agreement may be amended only by instrument in writing and signed by duly authorized representatives of the Parties hereto.

1.6 The clause and paragraph headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

2 STAGING OF JOINTLY OWNED PROPERTY

The Project is to be constructed in a number of stages over a period of time and will comprise approximately 207 residential units and 5 retail units.



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3 DELIVERY AND USE OF UTILITY SERVICES

3.1. Use of Utility Services: Owners must use the Utility Services identified in Clause 3.2 for their Units. The Building Manager or the Developer (as applicable) may be required to enter into a Supply Agreement with the relevant contractor or supplier identified below for the purpose of providing the relevant Utility Services to the Units and the Common Areas, in which case the Owners undertake to pay their share of the costs associated with their Unit promptly and without delay.

3.2. The general details of Utility Services to the Project are as follows:

Utility Service	Item and Description
Electricity and Water	Supplied by: Dubai Electricity and Water Authority Used by: All Units and Common Areas
Telephone/Internet/ Television	Supplied by: Etisalat or Du Used by: All Units and Common Areas
Sewerage/Drainage	Supplied by: Dubai Electricity and Water Authority Used by: All Units and Common Areas
Irrigation	Supplied by: Dubai Municipality or Dubai Electricity and Water Authority Used by: All Units and Common Areas
Other Utility Services	As at the date of the issuance of this Declaration, it is not currently known what additional Utility Services (if any) are to be provided or which Authority will provide them.

3.3. From and after the Completion Date, the Purchaser shall be responsible to pay for water, electricity, gas, district cooling, telecommunications and information technology applications,





any other utility connection and consumption charges, and any property or local authority taxes levied in connection with the premises irrespective of leasing the premises.

3.4. Owners are prohibited from engaging or otherwise using any contractor or supplier, other than those set out in Clause 3.2 or approved by the Building Manager, to repair, maintain or otherwise service any Utility Service contained within their Unit, and all Owners must do and sign all things necessary to ensure that the Utility Services and Supporting Services are provided and maintained in a smooth and efficient manner by the contractor or supplier set out in Clause 3.2.

4 EASEMENTS, RESTRICTIONS AND COVENANTS

4.1 TYPES OF EASEMENTS: The following Easements are in force in respect of the Project, and all Owners are deemed to be an Owner of a Benefited Unit and a Burdened Unit simultaneously for the purposes of the below Easements:

(a) Easement for Support and Shelter: Every Owner is granted the right for that part of a Benefited Unit receiving the support and shelter from a Burdened Unit, for full and free subjacent and lateral support and shelter as is capable of affording all necessary support and ancillary rights and obligations necessary to maintain the continued support and shelter of the Benefited Unit.

(b) Utility Services and Associated Apparatus: An Owner of a Benefited Unit may use each Burdened Unit to provide Utility Services to or from the Benefited Unit and the Building Manager or the Developer (as applicable) may do anything reasonably necessary to ensure the continuity of the Utility Services to or from the Benefited Unit, including:

- (i) entering the Burdened Unit;
- (ii) taking anything on the Burdened Unit solely for the purpose of provision of the Utility Services; and
- (iii) carrying out all reasonable work necessary for the Utility Services, including constructing, replacing, repairing or maintaining any associated apparatus.

4.2 Right to Enter and Repair: In receiving the benefit of the above rights, all Owners must ensure that any work is carried out in a proper and workmanlike manner and ensure that they cause as little disturbance as possible to an Owner of the Burdened Unit and if any damage is sustained, remedy or otherwise reimburse an Owner of the Burdened Unit for any expense, charge or costs incurred by an Owner of a Burdened Unit in rectifying the damage.

4.3 Failure to Repair: If an Owner of a Benefited Unit fails to carry out his/its responsibilities after receiving notice to perform from an Owner of a Burdened Unit, the Owner of such



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Burdened Unit may take all necessary steps to protect his/its interests and may recover all reasonable expenses, charges and costs in connection with remedying any such work from the Owner of the Benefited Unit.

4.4 TYPES OF RESTRICTIONS:

(a) Exclusive Use Areas: The Owners acknowledge and agree that:

- (i) certain parts of the Common Areas may be restricted for use by the Master Developer, Developer, Board, the Building Manager and permitted service providers for the purpose of storing goods and equipment which are used to operate and maintain the Common Areas;
- (ii) certain parts of the Common Areas (whether forming part of the Project, the higher community or the Master Community) may be converted by the Developer for the purposes of being used on a commercial basis and which shall thereafter no longer form part of the Common Areas; and
- (iii) certain parts of the Project, the higher community and the Master Community may be restricted for use by the Master Developer, Developer or a third party for the purpose of commercial use and development, and which shall not form part of the Common Areas.

(b) Owners and Occupiers must not, without the prior written approval of the Building Manager / Developer, undertake any of the following:

- (i) change the colour of the exterior of the Units or the Common Areas;
- (ii) do any works in the Unit or Common Areas which affects the style, type, lay-out, number of rooms or exterior view of the Units or the Common Areas;
- (iii) change or remove the Developer's name or logo from the Project or the name or logo of the Project;
- (iv) fail to upkeep or maintain the Developer's name or logo in the Project or the name or logo of the Project;
- (v) restrict the Developer from changing the name or logo of the Project;
- (vi) restrict the Developer from installing, maintaining or removing any signage, hoarding or advertising material in or from the Common Areas;
- (vii) install any signage, hoarding or other kinds of advertising materials in the Common Areas;
- (viii) change or alter any of the Easements;
- (ix) to create any kind of new easements in favour of an Owner, Occupier or third party;
- (x) reduce the size of or create any new Common Areas; or



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(xi) designate any exclusive areas for any Owners in the Common Areas.

4.5 TYPES OF COVENANTS: The following Covenants are in force as at the date hereof and shall remain in force:

4.6 **To Pay All Authority Fees and Service Charges:** All Owners shall pay all Authority fees and charges in connection with their Unit and shall contribute to all costs and expenses comprising the Annual Service Charge and any Special Service Charge in accordance with this Declaration; and

4.7 **To Comply with the Declaration:** All Owners shall sign all documents and take all necessary steps to comply with this Declaration.

5 WATER, ENERGY AND WASTE EFFICIENCY AND ENVIRONMENTAL MANAGEMENT SYSTEMS

The Owners' Committee and the Building Manager (as applicable) shall ensure compliance with respect to all water, energy and waste efficiency and environment management systems imposed in accordance with the Applicable Laws or the approval of the Authorities from time to time.

6 COMMUNITY RULES

6.1 The Community Rules comprise part of this Declaration and are attached at Schedule A to this Declaration.

6.2 The Developer (as applicable) may amend, supplement or vary the Community Rules, from time to time, in accordance with the JOP Law.

6.3 All Owners and Occupiers shall comply or procure the compliance with the Community Rules.

7 USE AND ACCESS TO COMMON AREAS

Subject to Clause 4.4, all Owners and Occupiers shall have access to the Common Areas.

8 STRUCTURE AND MANAGEMENT OF THE JOINTLY OWNED PROPERTY

8.1 The Project shall be managed by the Building Manager pursuant to the JOP Law.

8.2 In the event that the Project becomes part of a wider master community scheme, it may be merged with another community which shall be administered and governed in accordance with the Applicable Laws.

9 RIGHTS AND OBLIGATIONS

9.1 Owners shall have all the rights of a property owner, including the right to sell, transfer or grant their Units to third parties, subject always to, among other things, being in compliance with



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the Sale and Purchase Agreement and obtaining any necessary service charge clearance certificates or no objection certificates from the Building Manager or the Developer (as applicable).

9.2 Owners, Occupiers, and the Owners Committee (as the case may be) must:

- (a) comply with the JOP Law and all other laws relating to their Unit;
- (b) comply with any legal notice or direction issued to them by the Developer or the Building Manager (as applicable);
- (c) comply with this Declaration, the Community Rules, Architectural Code and standards and, to the extent that it relates to the common areas forming part of any higher community or master community, any master community declaration or any documents issued by any higher community;
- (d) procure that any Occupier complies with this Declaration;
- (e) permit the Building Manager or any authorised persons, access to his/its Unit to repair or maintain any parts of the Common Areas, Utility Services or Support Services which are located or can be accessed from within his/its Unit;
- (f) promptly provide the Building Manager or the Developer (as applicable) with the following information, as and when there is any change to the:
 - (i) Owner's and Occupier's address for service;
 - (ii) Owner's and Occupier's contact details including telephone, mobile, email and facsimile;
 - (iii) Owner's and Occupier's emergency contact person and telephone number in Dubai;
 - (iv) name and address of the Owner's representative (if any); and
 - (v) Owner's representative contact details (if any) including telephone, mobile, email and facsimile;
- (g) pay and promptly comply with all financial and other obligations of this Declaration and to the extent that it relates to the financial and other obligations of common areas forming part of any higher association or master association, any declaration or constitution of any higher association or master association as and when due;
- (h) pay the Annual Service Charge or Special Service Charge and any additional charges that may become part of the Annual Service Charge or Special Service Charge, the higher association charges or Master Community charges due to inclusion of any additional common areas facilities



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which are developed during subsequent stages of the Project or the Master Community, or form part of any higher community or master community; and

(i) permit the use on a commercial basis of certain parts of the Common Areas and facilities designated for recreational, leisure or sports use and pay any fees or charges for using any of the aforementioned Common Areas and facilities, whether they are developed as part of the Project or during subsequent phases.

9.3 Owners, Occupiers and the Owners Committee (as the case may be) acknowledge and agree that:

(a) any Common Areas of the Project (and the facilities contained therein) intended for the use by Owners, Occupiers and Owners Committee are subject to finalization and approval of the Master Plan by the Authorities;

(b) any pool, gym and other facilities (collectively referred to as the “**Leisure Facilities**”) constructed within the Project and the Land may be owned by the Developer and the Developer, in its sole discretion, may operate and manage the Leisure Facilities or appoint a third party to operate and manage the same; and

(c) certain Leisure Facilities designated as forming part of the Common Areas may nonetheless be operated on a commercial basis and that a fee may be charged for the use of such Leisure Facilities.

9.4 Fire Safety:

Owners, Occupiers, and the Owners Committee must comply with all fire safety and civil defense procedures set down by the Authorities from time to time.

9.5 Security, Health and Safety:

Owners and Occupiers and where applicable, the Owners Committee must:

(a) comply with the Applicable Laws concerning Security Systems for Units and Common Areas; and

(b) enlist only those providers of Security Service approved by the Dubai Police to provide the Security Services or design, install and maintain the Security Systems, if any, to the Common Areas.

9.6 High Standards and Compliance:

(a) This Declaration and the Community Rules form an integral part of the Project and are for the mutual benefit of all Owners, Occupiers and the Owners Committee. All Owners,



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Occupiers and the Owners Committee must comply with all of their obligations set out in this Declaration and the Community Rules, and without notification.

(b) Compliance with and performance of any obligations set out in this Declaration and the Community Rules by Owners, Occupiers and the Owners Committee shall be to a high standard and consistent with the standards of performance and behavior that would be expected of a high quality mixed-use residential development.

(c) Owners, Occupiers and the Owners Committee acknowledge and agree that they may be fined or otherwise penalised if they fail to comply with this Declaration and the Community Rules.

10 DEVELOPER OBLIGATIONS

10.1 The Developer shall:

(a) assume responsibility for the management, maintenance and operation of the Project and recover the reasonable costs of maintaining, managing and operating the Project from the Owners;

(b) take reasonable steps to ensure that the administration and management of the Common Areas is handed over to the Building Manager in a smooth and efficient manner;

(c) comply with the JOP Law and any other laws which may come into effect relating to Jointly Owned Property; and

(d) pay all Annual Service Charges and Special Service Charges in connection with unsold Units.

11 ARCHITECTURAL CODE

All Owners shall comply with the Architectural Code and all building standards applicable to the Project from time to time.

12 WORKS

12.1 Subject to the restrictions set out at Clause 4.4, an Owner intending to carry out any Works to his/its Unit must provide a written request to the Building Manager or the Developer (as applicable) together with a detailed plan and full information associated with the proposed Works and obtain the prior approval of the Building Manager or the Developer (as applicable) in connection with such Works.

12.2 Upon the Building Manager's receipt of the request referred to in Clause 12.1, the Building Manager or the Developer (as applicable) shall exercise all powers and authorities delegated to it for the purposes of discussing and approving or rejecting the proposed Works. In



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considering any request, the Building Manager or the Developer (as applicable) may engage an independent consultant to provide a report in connection with the proposed Works, such costs to be paid by the relevant Owner.

12.3 In granting its approval for the Works, the Building Manager or the Developer (as applicable) may attach any reasonable conditions it deems appropriate upon the Owner in order to protect the integrity and enjoyment of the Project as a whole, including requesting that the Owner provide a security deposit in a form acceptable to the Building Manager or the Developer (as applicable) for an amount stipulated by it.

12.4 The Building Manager may resolve to adjust the Annual Service Charge proportion or make any other changes as necessary in relation to the Annual Service Charge calculation as may be appropriate before, during and after the Works.

12.5 The Owner carrying out any Works must:

- (a) adhere to any restrictions set out at Clause 4.4;
- (b) comply with any requirements and consents issued by the Authorities;
- (c) if requested by the Building Manager or the Developer (as applicable), provide to the Building Manager or the Developer (as applicable), prior to commencing any Works, a letter from a suitably qualified engineer approved by the Authorities confirming that the Works do not affect or impact the structural integrity of the Unit, the Project or any part thereof;
- (d) comply with the conditions and/or directions issued by the Building Manager or the Developer (as applicable), including, but not limited to, the payment of any security deposit requested by the Building Manager or the Developer (as applicable);
- (e) comply with the Architectural Code and all applicable building standards and fit out procedures established by the Building Manager;
- (f) use only qualified and appropriately licensed trades people;
- (g) ensure the Works are carried out without undue delay;
- (h) ensure no unnecessary materials, tools, rubbish or debris remain around the Unit, the Common Areas or the Project or any part thereof;
- (i) cause as little disturbance as is practicable to Owners and Occupiers;
- (j) ensure no damage is done to any Utility Service located within the Project, or if any damage is caused, immediately notify the Building Manager or the Developer (as applicable) and make good that damage;



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(k) ensure no damage is caused to the property of any other Owner or Occupier or the Common Areas, or if any damage is caused, immediately make good that damage;

(l) ensure the Works are only carried out within the time frames permitted by the Authorities, or if no such time is specified, within any reasonable time frames as may be specified by the Building Manager or the Developer (as applicable); and

(m) ensure all relevant certificates and consents are obtained in connection with the Works.

12.6 The Owner carrying out the Works may access all reasonable and relevant parts of the Project for the purposes of carrying out Works for such approved period of time provided reasonable notice is given to the Owners or Occupiers who are likely to be affected.

12.7 Following completion of the Works, the Building Manager shall, if necessary, call a meeting of the General Assembly to address any changes to this Declaration or Annual Service Charges as may be appropriate.

12.8 On completion of the Works, the relevant Owner must:

(a) ensure all rubbish and debris caused by the Works is removed from the Unit and its environs;

(b) give the Building Manager or the Developer (as applicable) a full set of 'as-built' plans for the Unit showing the changes effected by the Works;

(c) give the Building Manager or the Developer (as applicable) a copy of all documents and plans registered with the Authorities; and

(d) obtain all relevant certificates and consents from the Authorities and provide copies to the Building Manager or the Developer (as applicable).

12.9 The Owner carrying out the Works agrees to indemnify the Developer, the Building Manager and all Owners and Occupiers and shall keep the Developer, the Building Manager and all Owners and Occupiers indemnified from all costs, expenses, losses and damages incurred by the Developer, the Building Manager or any Owner or Occupier:

(a) in connection with the Works; and/or

(b) arising out of damage to property or injury or death to a person as a result of carrying out the Works or resulting from the Works, once installed.

12.10 The Building Manager or the Developer (as applicable), may at its election:





- (a) after providing notice to perform to the relevant Owner and subsequent failure to perform by that Owner, perform any obligation which that Owner has failed to perform and which has a significant effect on other Owners and/or the Common Areas;
- (b) enter any part of a Unit to carry out its rights pursuant to Clause 12.10(a);
- (c) recover the costs incurred by it in carrying out its rights in this Clause 12 as a debt due and owing to the Building Manager or the Developer (as applicable) by that Owner; and
- (d) recover from the Owner, an amount equal to the Late Payment Fee on all payments not realised in clear funds due, both before and after judgment, from the date they became due to the date clear funds are received in the manner provided for under this Declaration.

13 INSURANCE

The Building Manager shall, at all times, ensure it holds valid insurance as required by the JOP Law.

14 INDEMNITY

14.1 Each Owner indemnifies the other Owners and Occupiers, the Building Manager and the Developer, from and against all costs, expenses, losses, damages, or injury or death to any person or property, as the case may be, arising directly or indirectly as a result of the negligence and/or act or omission of that Owner or his/its Occupiers or as a result of a breach by that Owner or his/its Occupiers of his/its obligations under this Declaration, provided always that where such cost, expense, loss, damage, or injury or death is covered by any insurance policy, such cost, expense, loss, damage, or injury or death shall firstly be reimbursed from the proceeds of any such insurance policy, with the Owner meeting any excess or additional moneys.

14.2 The Building Manager indemnifies the Owners and Occupiers, and the Developer from and against all costs, expenses, losses, damages, injury or death to any person or property, as the case may be, arising directly or indirectly as a result of the negligence and/or act or omission of the Building Manager or as a result of a breach by the Building Manager of its obligations under this Declaration, provided always that where such cost, expense, loss, damage, injury or death is covered by any insurance policy, such cost, expense, loss, damage, injury or death shall firstly be reimbursed from the proceeds of any such insurance policy, with the Building Manager meeting any excess or additional moneys. Notwithstanding the foregoing provisions, the Building Manager shall not be liable to any Owner or Occupier for:

- (a) any defect, failure or interruption of any Utility Service or obligations under any Supply Agreement due to any cause beyond the reasonable control of the Building Manager; or



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(b) any act, omission, fraud or negligence of any third party providing Utility Services or goods and services under a Supply Agreement.

15 SUPPLY AGREEMENTS

15.1 All arrangements in respect of the supply by a third party of any goods or services in connection with the Units and the Common Areas, including any Utility Services, shall be entered into by the Building Manager or the Developer (as applicable) in accordance with the JOP Law.

15.2 Where the Developer, in order to complete various stages of the Project, has entered into a Supply Agreement, or any other contract or agreement with a third party for the supply of any goods or services in connection with the Units or the Common Areas or the Building Manager shall not cancel, terminate or vary such Supply Agreement, contract or other agreement without obtaining the prior written approval of the Developer.

16 DISPUTE RESOLUTION

16.1 The parties must first attempt to resolve any dispute amicably before taking action under this Clause 16.

16.2 Any dispute arising out of this Declaration or any dispute between, on the one hand, any Owner or Occupier and, on the other, the Building Manager shall be referred to RERA, and the parties shall consult and negotiate with each other in good faith under the supervision of RERA to try and reach an amicable resolution to the dispute. Any directions or guidance given by RERA in respect of the dispute shall be binding on the parties. If the parties do not reach an amicable resolution to such dispute and/or RERA does not issue a direction on the dispute within a period of thirty (30) days of the dispute being referred to RERA (unless such period is mutually extended by the parties in writing), then the dispute shall be referred to and finally resolved by the Dubai Courts or by any such other dispute resolution forum or procedure recognized, from time to time, by RERA, the JOP Law and/or any Applicable Laws.

17 EFFECT OF DECLARATION

17.1 This Declaration is binding on all Owners, Occupiers and the Building Manager.

17.2 The Building Manager or the Developer (as applicable) shall ensure that all amendments, alterations and additions to this Declaration are registered with the Land Department in accordance with the JOP Law.

17.3 In the event of any inconsistency between this Declaration and any other document required by the JOP Law, the following order of priority shall prevail:

(a) the JOP Law;



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- (b) this Declaration;
- (c) the Community Rules; and
- (d) the Architectural Code.

18 GENERAL

18.1 This Declaration may only be amended, supplemented or varied in accordance with the provisions contained herein and subject to the JOP Law.

18.2 Any notice served under this Declaration shall be in accordance with the JOP Law.

18.3 This Declaration is governed by and construed in accordance with the laws applicable in the Emirate of Dubai, UAE.





SCHEDULE A
COMMUNITY RULES

1 GENERAL RESTRICTIONS

In accordance with the JOP Law, Owners and Occupiers violating any of these Community Rules may be issued a violation notice, and if such violation continues, a financial penalty may be imposed on the violating Owner or Occupier.

Owners and Occupiers shall comply with, or ensure compliance with, the following Community Rules, as may be amended, supplemented or varied, from time to time, in accordance with the JOP Law:

1.1 Pets

1.1.1 Only domestic animals such as dogs, cats, birds and fish may be brought into or kept as household pets within the Project, provided that they are not kept or raised for commercial or breeding purposes, nor, as determined by the Building Manager or the Developer (as applicable), kept in unreasonable quantities.

1.1.2 Pets must be cared for in a humane manner and provided with adequate shelter, food and water in accordance with best international practices on animal care.

1.1.3 All dogs must be kept on a leash within the Project when not within the boundary walls of a Unit.

1.1.4 Any dog faeces deposited upon the Project shall be promptly removed and disposed of in a sanitary manner by the dog handler. Dog handlers are deemed to include resident domestic employees that exercise the pet.

1.1.5 Each Owner shall ensure that his/its pets do not make a noise or foul property such as to disturb any other Owner or Occupier, or otherwise constitute a nuisance.

1.1.6 No pets shall be allowed in any of the water features or lagoons located within the Project.

1.1.7 All pets must wear appropriate identification at all times when outdoors.

1.1.8 Upon written request of any Owner or Occupier, the Building Manager shall determine in accordance with these Community Rules whether an animal is a domestic household pet, whether an animal is making an unreasonable amount of noise, or whether an animal is a nuisance. The decision of the Board in such matters is final and conclusive.





1.2 Offensive activities

1.2.1 Nothing shall be done in any Unit or Common Areas which is noisome, unsightly, injurious, objectionable, illegal or detrimental, a public nuisance or a source of damage or disturbance to any other Owner or Occupier, and in particular but without prejudice to the generality of the foregoing, Owners and Occupiers shall not:

- (a) permit the generation of loud or disturbing noise from any car, motorcycle, boat engine, or musical or electrical device;
- (b) permit the escape of any offensive odours, smoke or vibrations;
- (c) obstruct the views or light of any other Owner; or
- (d) do or maintain on any part of the Project anything which may interfere with the quiet enjoyment of any Owner or Occupier.

1.2.2 Noise from mechanically operated appliances, garden tools and the like must be maintained within reasonable levels and (with the exception of appliances providing any essential services, as may be determined in the sole discretion of the Building Manager or the Developer (as applicable)) is only allowed between the hours of 8 a.m. and 6 p.m.

1.3 Hazardous activities

1.3.1 Discharge of firecrackers and firearms including toy guns and air guns which can inflict damage on persons, animals or property are expressly prohibited within the Project.

1.3.2 No open fires shall be lit or permitted within the Project, except in a contained barbecue unit while attended for cooking purposes.

1.3.3 No Owner or Occupier shall store any dangerous or noxious material, or do or permit or allow to be done, any dangerous act in his/its Unit or in the Common Areas.

1.3.4 No Owner and Occupier shall do anything on their Unit or the Common Areas that is likely to affect the operation of fire safety devices or reduce the level of fire safety in their Units or the Common Areas.

1.4 Waste management

1.4.1 Dumping rubbish, garden cuttings, landfill, solid waste and any other type of refuse or unsightly or offensive materials is expressly prohibited within the Project.



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1.4.2 Owners and Occupiers are responsible, at their own cost, for the removal from the Project of material referred to in paragraph 1.4.1 of these Community Rules dumped by them, other than household waste and garden refuse packed in waste bags specific to this purpose and recovered by the waste removal contractors.

1.4.3 All garbage for pickup is to be placed inside rubbish containers provided with each Unit. Garden waste shall only be collected by the garbage disposal contractor if placed in the appropriate waste bag.

1.4.4 Owners and Occupiers must make separate arrangements, at their own cost, for the disposal of large and/ or heavy items.

1.4.5 Owners and Occupiers shall regularly remove all weeds, rubbish, debris, refuse, storage boxes, tools and unsightly objects or materials of any kind from their Unit and shall not allow such items to accumulate upon the Unit.

1.4.6 All service yards, or service areas, clothesline areas, sanitary containers or stored materials on any portion of a Unit shall be enclosed, fenced or screened appropriately (as approved by the Building Manager or the Developer (as applicable)) in such a manner that such yards, areas, containers and stored materials shall not be visible from any neighbouring property or the Common Areas.

1.4.7 No incinerator shall be kept on any Unit.

1.5 Littering and vandalism

1.5.1 Littering and vandalism is expressly prohibited within the Project and the Owner shall be held liable for the cost of cleaning, repair or replacement resulting from any such prohibited activity carried out by Occupiers. All incidents of serious vandalism shall be reported to Dubai Police.

1.5.2 In the event that the individual(s) causing the vandalism cannot be found, the costs to repair and reinstate may be included as a cost that shall be recovered as Annual Service Charges.

1.6 Use restrictions

1.6.1 Unless expressly stated otherwise, Units are designated as residential units for the use of single families.

1.6.2 Each Owner and Occupier shall use the Unit and any Common Areas only for its prescribed use and shall ensure that his/its activities are at all times conducted and carried out with due consideration and in such a manner so as to not unreasonably interfere with the peaceful use and enjoyment of other Owners and Occupiers.



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1.6.3 No short-term letting shall be permitted. For the purposes of these Community Rules, short-term letting is defined as leases that are less than three (3) months in validity.

1.6.4 No partitioning of a Unit for the purposes of letting out individual rooms is permitted.

1.6.5 The Owner is responsible for ensuring that all Occupiers comply with all the requirements of these Community Rules.

1.6.6 Each Owner shall strictly adhere to the terms of easements and restrictions benefiting or burdening their Unit.

1.6.7 Each Owner and Occupier shall comply with all security procedures and directives implemented and issued from time to time by the Authorities, Dubai Police and/or the Building Manager or the Developer (as applicable).

1.6.8 Each Owner and Occupier must use all reasonable endeavours to keep their Unit secure from theft or robbery at all times including, without limitation, ensuring that all doors, windows and openings are closed and securely locked when their Unit is not occupied.

1.7 Household staff

1.7.1 Household staff, including (but not limited to) housemaids, drivers, cooks, and gardeners should hold a valid residence visa issued by the UAE immigration authorities.

1.7.2 Owners and Occupiers are fully responsible if they are found accommodating household staff not directly sponsored by them. Owners and Occupiers in breach of such requirements are liable for criminal prosecution by the appropriate authorities as per the Applicable Laws.

1.7.3 Owners and Occupiers shall ensure that their household staff do not congregate in large numbers or use community swimming pools and lagoons unless accompanied by a member of the family of an Owner or Occupier.

1.7.4 The use of private security guards outside a Unit is expressly prohibited.

1.8 Legal compliance

1.8.1 Each Owner and Occupier shall comply in all respects with the provisions of all laws, decrees and regulations from time to time in force in relation to the Unit or any Common Areas or anything done in the Unit or any Common Areas.

1.8.2 Each Owner and Occupier must comply strictly with all security, health and safety directions, as prescribed from time to time by the Building Manager or the Developer (as applicable), or the Authorities.





2 USE OF FACILITIES

2.1 Recreation areas

2.1.1 The Common Areas and facilities (if any) are for the use of Owners and Occupiers.

2.1.2 All persons using the Project's shared facilities and equipment do so at their own risk and must adhere to the Community Rules and any regulations posted in various locations throughout the interior and exterior of the Common Areas.

2.1.3 All children below the age of fourteen (14) years old must be supervised at all times by a parent or guardian aged eighteen (18) years or older to ensure that they comply with the Community Rules.

2.1.4 Owners and Occupiers wishing to hold private functions in any Common Areas of the Project must obtain prior written permission of the Building Manager or the Developer (as applicable). The Building Manager or the Developer (as applicable) may require the payment of a deposit and the Owners and Occupiers shall be responsible for any damage or cleaning costs arising from the function.

2.1.5 The Building Manager or the Developer (as applicable), reserves the right to close any of the facilities for maintenance or for special functions, tournaments or events.

2.2 Water features

No boat, jet ski or similar water borne vehicle shall be taken onto or used upon any of the water features within the Project.

2.3 Service plant and structures

The service plant and all such other utilities contained within the Project and Common Areas are strictly out of bounds to unauthorised persons.

3 VEHICLES AND PARKING RESTRICTIONS

3.1 Access

Only bona fide Owners and Occupiers are allowed into the Project.

3.2 Parking

3.2.1 Residents and their guests must use their garages as the primary location for parking their vehicles.



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3.2.2 If necessary, vehicles may be temporarily parked for a maximum of six (6) hours on the curb side of the street. Parking on the pavements or gardens or any lawn area is strictly prohibited. Each Owner agrees that the Building Manager or the Developer (as applicable) may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned in the Common Area in breach of these Community Rules.

3.2.3 Unless otherwise stated in these Community Rules, oversized vehicles (being those that cannot fit within a residential Unit's garage) may not be parked on a street.

3.2.4 Owners shall ensure that with the exception of delivery and removal vehicles performing services for Owners and/or Occupiers, no trucks, trailers, recreational or all terrain vehicles, boats or other heavy vehicles may be parked on the Common Areas without the prior written consent of the Building Manager or the Developer (as applicable).

3.2.5 Vehicles are not to be parked in a manner which interferes with any entrance to or exit from either the Project or any Unit therein.

3.2.6 No dismantled or wrecked vehicle or equipment shall be parked, stored or deposited within the Project.

3.2.7 No trailer, truck, boat or recreational vehicle shall be used as a living area within the Project.

3.2.8 Each Owner agrees that the parking of vehicles upon the Common Area is subject to the express condition that every vehicle is parked at its owner's risk and responsibility and that no liability shall attach to the Building Manager or the Developer (as applicable), or the Building Manager or any of their employees for any loss or damage of whatever nature in consequence of the vehicle having been parked on the Common Area.

3.3 Road usage and road safety

3.3.1 All Owners and Occupiers shall abide by the speed limits and parking restrictions sign posted within the Project.

3.3.2 Any violation of the speed limits or parking restrictions, or driving considered to be dangerous by the Building Manager or the Developer (as applicable) shall be deemed to be a serious violation of the Community Rules and shall be dealt with accordingly.

3.3.3 The operation of dirt bikes, trail bikes, sand buggies, and non-licensed motorised vehicles is not permitted anywhere in the Project.



3.3.4 Vehicles that drip fluids or that damage the streets are to be removed or repaired. The Owner shall be responsible for the clean-up and/or repair or the reimbursement to the Building Manager or the Developer (as applicable) for the clean-up and/or repair.

3.4 Emergency or temporary maintenance and construction vehicles

3.4.1 These Community Rules shall not prevent any emergency vehicle or ambulance from entering or operating within the Project.

3.4.2 These Community Rules shall not prevent the reasonable operation or temporary use of construction trailers, cranes, vans, trucks, machinery/equipment, construction shelters or facilities maintained during and used exclusively in connection with the construction of the Project or of any improvement approved in writing by the Developer and/or the Building Manager.

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

4 MAINTENANCE AND AESTHETICS

4.1 Yards and landscaping

4.1.1 It is the duty of each Owner, at his/its sole expense, to keep all landscaping, including shrubs, trees, grass and other plantings, neatly trimmed, cultivated and maintained, and to keep his/her Unit free of debris.

4.1.2 The Building Manager shall, at their sole discretion, determine an acceptable condition of maintenance. If any Owner or Occupier is not maintaining his Unit in an acceptable condition, the Building Manager or the Developer (as applicable) shall have the right to take all necessary measures to keep such Unit in an acceptable condition at the Owner's or Occupier's cost.

4.1.3 Major landscape improvements may not be implemented without the prior approval of the Building Manager. Failure to obtain prior approval could result in removal, at the Owner's or Occupier's cost, of the unapproved improvements. Major landscape improvements shall be deemed to include irrigation systems, sheds, pergolas, swimming pools, shade structures, fences and gates whether temporary or permanent.

4.1.4 Owners and Occupiers are not permitted to sink water wells/bore wells, reverse osmosis or desalination plants anywhere on a Unit.





4.1.5 Discharge of wastewater or dumping of rubbish onto adjacent plots or elsewhere in the Project is strictly prohibited.

4.2 Pest Control

4.2.1 Each Unit should be routinely treated to control pests. This shall include but not be limited to the regular cleaning of any water feature on a Unit to ensure that mosquitoes or other pestilence does not breed in the water feature.

4.2.2 The Building Manager shall be responsible, on an on-going basis, for pest control of all the Common Areas.

5 HOME APPEARANCE

5.1 Windows

5.1.1 Windows are not to be covered by paper, paint, tinfoil, sheets or similar items.

5.1.2 Window screens must be maintained in good condition. Damaged screens are to be repaired or replaced by the Owner or Occupier.

5.1.3 The installation of safety screening at the windows or balconies requires the approval of the Building Manager or the Developer (as applicable) prior to installation.

5.2 Exterior attachments

5.2.1 Outside television, radio, satellite or similar types of antennae may only be located on Units where they are not visible from the street, Common Areas and neighbouring Units and balconies. The cabling for such antennas must be neatly channelled in appropriate conduit or ducting such that they are not visible from the Common Areas and neighbouring Units and balconies.

5.2.2 No Owner or Occupier shall place or do anything on any part of his/its Unit, including the balconies and patios thereof which, in the opinion of the Building Manager or the Developer (as applicable) is aesthetically displeasing or undesirable when viewed externally.

5.2.3 Any alterations should be carried out between 8 a.m. and 6 p.m., Sunday through Thursday and shall not cause any undue disturbance to neighboring Owners or Occupiers.



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5.2.4 Other than reasonable signage for sale or lease of a Unit, no advertisements, signs, billboards, hoarding or public material may be displayed on any Unit without the prior written permission of the Building Manager and the Developer (as applicable) and then only upon the terms and conditions contained in such permission.

5.3 Holiday/celebration decorative lighting

5.3.1 Temporary holiday or festival lighting is permitted in individual Units during festive and national holidays with the prior written consent of the Building Manager or the Developer (as applicable).

5.3.2 Flashing decorative lights are not permitted. White color string lights are preferred. The appropriateness of decorative lighting shall be determined by the Association Manager.

5.3.3 Lighting or decorations causing complaints from Owners or Occupiers of neighbouring Units must be turned off or removed upon request.

5.4 Patios and balconies

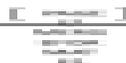
5.4.1 Balconies and patios must not be used for storage of any units, boxes, refuse, unused furniture, cabinets, cartons, automobile parts, recyclable materials, recycling containers, clotheslines, clothes, drying racks, barbecue grills and/or other equipment, bicycles, or any children's play equipment so as to be visible to other Owners or Occupiers from the street or the ground level of a neighbouring Unit.

5.4.2 Rugs, drapes, towels, clothing or other articles shall not be draped or hung on balcony railings, patio walls, from windows or from clotheslines which are visible above the patio walls.

5.4.3 No items on the balcony may extend higher than the balcony wall, including personal items, except hanging or potted plants, patio tables, umbrellas, wind chimes and bird feeders. All of these must be kept in good condition and be aesthetically agreeable. Any resulting damage to the exterior of the residence caused by the installation of hooks or attachments for the purpose of hanging decorative items shall be the responsibility of the Owner.

5.4.4 The storage of any combustible items on the patios, balconies or hot water heater closets is strictly prohibited.

5.4.5 No Owner or Occupier shall make any improvements to a balcony, entry, patio or similar area unless and until the plans are approved in advance by the Owners Association or the Developer (as applicable).





5.5 Home maintenance and improvement

5.5.1 No Owner or Occupier shall build, construct, erect or install any improvements on his/her Unit without complying with the Architectural Code and obtaining the prior written consent of the Building Manager or the Developer (as applicable) as well as any required Authority approvals.

5.5.2 Except for the purposes of proper maintenance and repair, and as otherwise permitted under these Community Rules, no Owner or Occupier shall build, construct, erect, install or undertake any alteration or improvement without first submitting appropriate plans and specifications to the Building Manager and obtaining the approval of the Building Manager or the Developer (as applicable).

5.5.3 Each Owner shall ensure that their Unit's external walls are properly maintained failing which the Building Manager or the Developer (as applicable) shall have the right to take all necessary measures to keep it in an acceptable condition at the Owner's or Occupier's cost. External painting of any Unit shall be performed in a manner that matches the existing colours of the Unit unless expressly agreed and approved by the Building Manager or the Developer (as applicable).

5.6 Insurance

5.6.1 Each Owner shall, in respect of their Unit, maintain in full force and effect and at their own expense all risk insurance with a limit of indemnity of not less than the full replacement value of the Unit with a reputable UAE licensed insurer, and will produce on demand a copy of the policy of insurance required to be maintained under this paragraph 5.6.1 (together with a copy of a certificate of currency for such policy) including any endorsements issued and conditions attached thereon.

5.6.2 Each Owner agrees that in the event of damage to or destruction of a structure on or comprising their Unit which does not require the demolition of the Unit and its full reinstatement, the Owner shall promptly proceed to repair or to reconstruct in a manner consistent with the original construction of the Unit or such other plans as are approved by the Developer, Master Developer and/or Building Manager and the following additional provisions shall apply:

(a) the Owner shall do all things necessary to make and pursue a claim on their insurance policy in regards to the damage or destruction; and





(b) all insurance proceeds shall forthwith be applied by the Owner towards rebuilding, repairing, replacing or restoring the damaged or destroyed portion of their Unit.

5.6.3 Where the damage to or destruction of a structure on or comprising an Owner's Unit requires the demolition of the Unit and its reinstatement, the Owner shall:

(a) do all things necessary to make and pursue a claim on their insurance policy and elect for reinstatement of the Unit as the basis for settlement of the insurance claim;

(b) liaise with the Developer, Master Developer, Building Manager and/or Authorities, and obtain all necessary approvals, with a view to reinstating the Unit in accordance with its original design; and

(c) forthwith apply all insurance proceeds towards reinstating the Unit.

5.6.4 The provisions of paragraph 5.6.3 shall apply even where an insurer elects to pay to the Owner a specified amount as the basis for settlement of an insurance claim (as opposed to reinstating the Unit) and furthermore, the Owner shall be required to immediately clear all debris from the land on which the Unit is located with the cost to be paid from the insurance proceeds.

5.6.5 Owners shall pay all costs associated with the rebuilding, repairing, replacing or restoring of the damaged or destroyed portion of their Unit as well as the reinstatement of their Unit which are not covered by insurance proceeds.

5.6.6 If an Owner fails to effect or keep in force the insurance required by this paragraph 5.6 or fails to repair, maintain or reinstate their Unit and such failure persists for a period of thirty (30) days after written notice to repair, maintain or reinstate is given, the Owners Association or the Developer (as applicable) shall be entitled to remedy the matter in such manner as it deems fit and to recover the cost of doing so from such Owner.

6 RESTRICTED COMMON AREAS

Access to the following areas forming part of the Common Areas shall be restricted and may be locked for security purposes:

(a) substations, switch rooms or control panels;

(b) fire service control panels;

(c) other Utility Services servicing the Units and the Common Areas; and

(d) any areas used by the Owners Association or the Developer (as applicable) for storing plant and equipment or other items used for the performance of their duties.





7 Indemnity

The Unit Owner holds and keeps the Building Manager, the Developer and the Master Developer, its Affiliates, parent company, respective shareholders, directors, employees, representatives, other Unit Owners and any third party (collectively the "Indemnified Persons") harmless and fully indemnified against any damages, losses, expenses, claims, personal injuries (including death) whatsoever that the Indemnified Persons might incur or suffer as a result of breach by the Unit Owner of any of the above Community Rules.

8 Liability

Neither the Building Manager, the Developer, nor the Master Developer shall be liable to the Owners and the Occupiers for any damage or personal injuries they sustain or cause to other Owners and Occupiers during their use of the Common Areas because of their fault, negligence or breach of the applicable laws and the Community Rules.

